



## RULES & REGULATIONS

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## Preface:

Other than when used in the context of a specific type of transaction, the use in these rules of the term “buyer” includes both (i) an actual or prospective purchaser in a real estate transaction and (ii) an actual or prospective tenant in a real estate rental or lease transaction. Likewise, other than when used in the context of a specific type of transaction, the use in these rules of the term “seller” includes both (i) an actual or prospective seller in a real estate transaction and (ii) an actual or prospective landlord in a real estate rental or lease transaction.

## I. Listings

1. Mandatory Turn-In. The listing member must turn in all of the following exclusive sale and/or written lease listings taken by the member:

- All commercial, industrial and income producing properties;
- Unimproved property zoned for any of the above uses;
- Residentially zoned land sales with over 5 lots;
- Mobile home, and similar parks;
- Business opportunities; and
- Other listings taken on CBA's listing forms
- All commercial listings as described above that are published in any other multiple listing service must be submitted for publication in CBA's property database

1a. Institutionally Owned Properties. A member will not be in violation of CBA's rules if they withhold an Institutionally owned property with a listed price of \$10,000,000 or more. However, absent objection from the ownership entity, CBA members are encouraged to submit the property to the CBA database.

1b. Investment Properties must be designated as investment properties, including all investment data. Non-investment properties may not be marked as such.

1c. For all other required listing types, a member must submit written documentation from the seller requesting that a listing not be published in the CBA database.

1d. Listing of Options, Rights of First Refusal and Similar Interests in Property in Full. A listing member may turn in a listing of a client's interest in a property, such as an option or a pending purchase agreement in the context of a sale, or a lease listing by a buyer or seller prior to closing, so long as the listing member's client has an irrevocable right to acquire the property in the case of a sale or a contractual right to lease in the case of a lease, and the listing member discloses the nature of the client's interest in the property in the remarks section of the listing.

2. Optional Turn-In. The listing member may turn in to CBA any other exclusive listing, except property smaller than 5 acres which is zoned for single-family residences. Provided, however, that property zoned for single family residences which is shown on a Comprehensive Plan or Community Plan as having some other potential use may be turned in to CBA provided this fact, and reference to the Plan, is shown in the listing. Note that residentially zoned land sales with over 5 lots must be turned into CBA.

3. Time Limit. Any listing that must be turned in to CBA, must be mailed, delivered, or input into the CBA system within 15 business days following the date of execution by the owner or receipt thereof by the listing member, or at the time the broker begins marketing the property, whichever occurs later. The term "listing" shall not include provisions in management contracts for future listings if the owner determines to sell the property. In such cases, however, the property shall be considered a listing when it is available for sale by the managing member.

4. Incomplete Listings. Listings must be complete and printed or typed legibly; have a definite expiration date; and contain all required information when turned in. A listing is considered incomplete if any item before which an asterisk appears on the printed listing form is not filled in on the form submitted to CBA for input or is not input by the listing member. Incomplete listings will be returned to the participating agent for completion and if not returned to CBA within one (1) week the participating agent's CBA services will be terminated, without notice, until it is received.

If it is impossible for the participating agent to turn in a complete listing, a written explanation of the reasons and a date upon which it will be received must accompany the listing. All such explanations are subject to review by the Executive Director or the Board of Directors and, if such explanation is not found satisfactory, disciplinary action may be taken. If the missing information is not received by the date promised by the participating agent then, as above, the participating agent's Association services will be terminated, without notice, until it is received. With the exception that the listing member has, prior to that time, advised CBA in writing as to the reasons it cannot be obtained, and has furnished a new completion date.

4a. High Resolution Photo. It is the responsibility of the listing member to turn in a high-resolution photo of the listed property within 2 weeks of the submission of the listing to CBA or the publishing of the listing on the CBA listing database.

5. Owner Signature Omitted All listings must include the signature of an authorized representative of the owner. If additional signatures are necessary, the "Remarks" section of

the listing shall state "Additional Signatures Necessary." When all authorized signatures have been obtained, this reference shall be deleted.

6. Confidential Treatment. Where the seller requests confidential treatment of a listing in writing, the listing member may (notwithstanding Rule No: 4) delete any identifying information and turn in the balance of the listing.

7. Changes. For the protection of the member and CBA, any changes in listing information must be in writing and turned in to CBA by the next business day on the appropriate CBA form. Changes may be turned in via e-mail.

8. Open Listings. Open listings are not within the jurisdiction of CBA, and may not be turned in. Listings within CBA's system that are found to be non-exclusive (open, net, etc.) will be immediately removed and the member fined based on CBA Rules Committee review.

9. Lease Listings. Open listings on space for lease will not be accepted from CBA members. Through CBA's market research, non-listed available spaces in industrial, office and retail buildings with 10,000 or more square feet may be posted on CBA's site and will be noted as non-member listings. Leasing agents or property management firms for the building will be posted under contact information for these spaces. Member's listings on spaces for lease must be exclusive.

10. For Sale and For Lease. Property that is listed both For Sale and For Lease shall be entered as such in the CBA database. A note in the comments section of both listings shall indicate that the property is being marketed both For Sale and For Lease.

11. Association Not Responsible for Accuracy. CBA shall print all listings as received and shall not have any responsibility for accuracy, omissions or any other matters related thereto. It shall be the responsibility of the listing member to review the processed listing information provided by CBA and immediately notify CBA of any corrections in writing. Listing members will indemnify, defend and hold CBA harmless from any claims or liabilities resulting from incorrect or incomplete listing information.

12. Release - Notice. The listing member must notify CBA of any terminated or canceled listing by the next business day.

13. Duplicate Listings. CBA is not responsible if two listings on the same property are published. However, if CBA discovers more than one listing on the same property, CBA shall notify the listing agents of the conflict and inactivate both listings until proof of an exclusive listing is received and the duplication is resolved satisfactorily to CBA.

14. Courtesy Listings. CBA will not accept courtesy listings from other multiple listing services and/or non-members.

15. Non-Member Listings. No member or participating agent shall cause a listing of a non-member within their office/ownership to be submitted to CBA. The fine for violation of this Rule is the amount of the then current CBA membership dues for the non-member for one year. All services for the member may be terminated for three months, at which time the offending member office must make application for membership and pay an application fee per the then current fee schedule.

16. Publish in Multiple Property Sections. A listing may be submitted as more than one property type provided the appropriate listing input forms are completed. The section(s) in which the listing is printed shall be as designated by the listing member.

17. New Member Listings. New members must promptly turn into CBA or input all listings which must be turned in under the mandatory turn in Rule.

18. Former Member Listings. CBA members may continue to show and sell former members' listings until the listing expires, is rescinded or is terminated due to revocation or cancellation of listing member's license.

19. Expiration Dates. Expiration dates are required to accurately reflect the expiration date on the exclusive agreement. Expiration dates on listings will not be published. Note the expiration date on any management contract associated with the property.

20. Listings may be denoted as "Hold" status in CBA's online database, but the status must be updated to an active status within 10 business days of designating the listing as "Hold". Failure to activate the listing will result in CBA withdrawing the listing.

21. Identifying contact information in comment fields is prohibited. All Listing Agent data is published from CBA's Roster on all listings.

## II. Listing Input Program

Members are allowed to directly input their own listings and all changes and notifications specified by CBA Rules, provided the following conditions are met:

1. Warranty by Listing Members on Listings and Changes to Listings. The inputting listing member warrants the listings and changes to listings accurately reflect original listings and changes to listings.

2. Warranty by Listing Members on Listings and Notices Concerning Listed Properties. Listing members warrant they have available in their offices signed documents and business records constituting a valid basis for all notices concerning listed properties including, but not limited to, notice of sale pending, notice of sale closing, notice of sale fail, notice of release or termination of listing, and notice of back on the market.

3. Prompt Verification and Correction. It is the responsibility of the inputting listing member to carefully review a new or changed listing and any notification as to a change in status of a listing and to immediately input corrections of any errors. CBA has no responsibility for the completeness or accuracy of any listing, change to listing and change in status of a listing.

4. CBA's Right to Override. CBA has the right, but not the duty, to override any listing, change in listing, or change in status of a listing as input by a member to eliminate any apparent violation of Rules, policies or procedures of CBA. Even though it later appears that such overriding was not proper, CBA shall not be liable for any damages due to such overriding.

5. No Copies to CBA. Copies of listings, changes in listings and forms reflecting changes in the status of listings input by listing members shall not be sent to CBA except when a Rule provides that under special circumstances a specified form shall be sent to CBA, or upon request by CBA.

### III. Restrictions on Showing and Sale.

1. Prohibition of Restrictions in Listings. No Exclusive Sale and Listing Agreements and Exclusive Agency Sale and Listing Agreements required to be turned in to CBA or turned in as an Optional Listing, shall include any restrictions on other CBA members showing or submitting offers on the property. Restrictions not permitted include, but are not limited to: "Do not publish listing until [specified date];" and "Undisclosed address of property."

2. Signed Statement from Seller Required on Specified Restrictions on Showing and Sale.

a. Contents of Statement. The following provision may be included in a listing only if a signed statement is obtained from the seller requesting such provision(s), stating the reason why the seller wants the provision included in the listing and confirming that the listing firm disclosed to the seller the advantages and disadvantages of such provision:

the listing may omit the seller's name or address (but never the property address on real property; property address may be omitted for business purposes on a business opportunity listing)

b. Actual Discussion With Seller Must Take Place. Members shall not obtain such a statement without actually discussing the advantages and disadvantages with the Seller.

### IV. Termination of Listings

1. The listing member must notify CBA of the termination of a listing in writing or input the termination on the next business day after the termination of the listing.
2. Termination includes, but is not limited to, release by the listing member, cancellation by the seller and recession.
3. Whether or not a termination notice is given, CBA shall discontinue publishing a listing upon receipt from the seller of written notice that: (1) the listing has been terminated; and (2) the listing member has been notified of the termination.
4. The listing member must input termination of a listing upon receipt of written notice from the seller that the listing is terminated. If the listing member fails to do so, CBA may input the termination.

## V. Solicitation of Listings

1. Cancellation of a Listing. A member shall not solicit cancellation of a listing which is currently listed exclusively with another member.
2. Solicitation of New Listing on Expiration of Present One. A member shall not use CBA information:
  - a. Obtained through CBA or obtained from the listing member through offers to cooperate or presentations of offers to buy, to solicit a listing to take effect upon expiration of another member's exclusive listing. If a complaint is made against a member, it shall be presumed that if such solicitation took place, the member violated the foregoing. That presumption may be rebutted by the member submitting evidence that the information used to identify the solicited seller was obtained from sources other than CBA.
  - b. Seller initiates discussion for new listing on expiration of present listing. If the owner initiates the discussion, and provided the member has not directly or indirectly solicited such discussion, a member may discuss with an owner of a property which is listed with another member the terms upon which he/she would accept a future listing upon the expiration of the present listing.
  - c. Telephone or mail solicitations. Members may make general telephone or mail announcements to all property owners in a given area or category describing their services and the terms of their availability, even though some recipients may have exclusively listed their property with another member, so long as the prohibitions in Sections (a) and/or (b) above and federal "Do Not Call" laws are not violated.

## VI. Offers and Sales

1. Offers Through Listing Firm. Showing a property must be arranged through the listing firm and presentation of offers shall be by the listing agent unless the owner provides otherwise. However, the buyer broker may, on request, be present when a property is shown and when an offer is presented.

2. Seller's Excluded Prospects Must be Noted on Listing. Any seller's exclusion of a prospect must be noted in the "Remarks" section by stating "listing contains excluded prospects" or similar wording. Upon request, the listing agent must promptly confirm that a prospect identified by a buyer broker is or is not excluded.

3. Cooperation in Showing and Submitting Offers and Disclosing Information to Other Members. Beginning upon receipt of a signed listing agreement by a CBA member, the listing firm must cooperate fully with any other member firm desiring to show or submit an offer on the property and, upon request, disclose to the other firm all information concerning the listing appearing in the listing and property information form. The obligation to cooperate and disclose arises even though the listing has not yet been input or turned into CBA and regardless of how the inquiring firm became aware of the listing (whether from a sign, advertisement, hearing about it through any third party such as a prospective buyer, other agent or neighbor, or by any other means whatsoever).

## VII. Notice of Sale

1. Notification Sale Closed. The listing member must give notice that the sale has closed to CBA in writing on CBA's standard form, or e-mailed, or the listing can be marked "Sold" in CBA's database by the listing firm. The notice must include all information requested, including, but not limited to the sales price, the buyer broker and buyer brokerage firm, and date of final sale. The notice must be delivered to CBA's office or be input not later than the next business day following receipt of notice of closing of the sale.

2. Forfeiture, Release or Refund of Earnest Money.

a. Notification of Listing Firm. Either member must notify the other member prior to forfeiture, release or refund of any earnest money.

b. Division. Earnest money forfeited to broker(s) is to be considered in every respect the same as a compensation with regard to division of the same.

3. Presentation of Offers to Owners and Listing Member.

a. Contact with Owner to Advise of an Offer. Members with an existing, signed offer, counteroffer or proposed amendment to an existing contract may contact an owner



directly for the limited purpose of advising the owner that the offer, counteroffer or amendment is presently available for presentation, only if that member has first notified the listing agent, branch manager or broker. Such notice may be given by any reasonable means, including leaving a telephone message or by a fax transmission and must identify all contingencies in the offer, counteroffer or amendment other than financing.

b. Contact with Owner to Present an Offer. Members may contact an owner to present or discuss the terms of a signed offer, counteroffer or amendment to an existing contract, in person or otherwise, only if the listing agent, branch manager or broker fails to contact the member to make arrangements to present the offer within two (2) business days after the member has delivered notice pursuant to sub-paragraph (a) above.

4. Status of Pending Sale. The buyer broker must keep the seller, buyer and listing member fully advised as to the status of a pending sale and respond promptly and fully as to any inquiries by any of them.

5. Broker Report. CBA will send each member monthly a summary of all of their offices' active listings in the CBA database. This report is to assist the broker in confirming that all exclusive listings have been submitted in accordance with the Rules and Regulations and all statuses are up to date. A copy of member broker's listings that are included in the Broker Report will also be sent via email to the listing broker as well. Brokerage members must fill in and return the report within ten (10) days. Failure to complete and return this report will result in an automatic \$50 fine.

## VIII. Advertising and Signs

1. Advertising - Control. Advertising is within the exclusive control of the listing member.

2. Signs. Only the listing member's signs may be placed on the property. The listing member may elect to not put up a sign, either before or after sale.

3. Advertising. The Executive Director or the Board must approve advertisers on CBA's website, or in bulletins, flyers, or other information sent to members. All advertising must be in form and layout satisfactory to CBA and must be accompanied by a check for CBA's charge. Advertising rates shall be per the fee schedule as approved from time to time by the Board of Directors.

## IX. Republication of CBA Database by Members on Internet Permitted

1. A member may republish all or a portion of CBA's database on the Internet in accordance with the following provisions and in keeping with any policies that CBA may adopt from time to time:

a. An Internet republication of another member's listing may include only those fields of information approved by CBA. The member may, however, choose to publish less information than that allowed by CBA.

b. A member may not modify or manipulate another member's listing data.

c. Any search result identifying another member's listing in a brief or "thumbnail" listing shall bear the CBA approved icon, CBA's "Swoosh" logo, immediately adjacent to the property information to identify the listing as a CBA listing. An explanation that those properties marked with the icon refer to CBA listings must appear on the first page where such listings are displayed. The icon and the explanation shall be at least as large as the type used to describe the property. A search result producing a detailed display of another member's listing shall bear the listing company's name immediately following the property information. The size and type shall be at least as large as the type used for the listing firm name on the CBA web site. Any result identifying another member's listing shall include a disclaimer disclaiming liability for inaccuracies in the data. The disclaimer shall be in a form approved by CBA.

d. All listings of all members are eligible for internet publication unless the owner has opted out of Internet publication in writing on their listing agreement.

e. Any Internet site used by a member for publication of CBA's data must be controlled by a member and advertised as that member's Internet site.

f. A member republishing another member's listings shall take reasonable efforts to avoid "scraping" of the data and displaying of that data on another, unapproved web site.

g. Changes to an Internet site necessary to cure a violation of CBA's Rules must be accomplished within two business days of notice from CBA of the violation.

2. Subscribers May "Frame" Members' Sites. Subscribers may not republish CBA data on the Internet, however, a member may allow a subscriber licensed to that member to "frame" or "gateway" to the member's site from the subscriber's site if, and only if:

a. The member is contributing its listings for Internet publication by other members;

b. The member's site is in compliance with CBA Rules and policies and contains data from downloads of CBA's data only;

c. The subscriber's site includes the member's banner on every page, (though a member may allow a subscriber to "co-brand" the site); and

d. The subscriber has signed an agreement with the member, which includes the subscriber's commitment to abide by CBA's Internet Rules and policies to the same extent as the member, which agreement will be provided to CBA on request.

3. Written Agreement Required for Member to Download CBA's Database. Members shall not electronically transfer information from CBA's database to the member's own database (download) for any purpose, including republishing on the internet, without signing a CBA Downloading Agreement and paying an annual fee of \$150.00. The Agreement shall include, without limitation, the following provisions:

a. Joinder of Computer Consultant or Internet Service Provider. That any third-party computer expert or consultant or Internet service provider (collectively "Consultant") advising or assisting the member in the transfer also signs the Agreement.

b. Information To Be Retained By Member. That the member retains all of the information from CBA's database, which has been so transferred (except to the extent that information is republished on the Internet consistent with CBA's Rules and policies).

c. CBA's Rules Continue to Apply. That all CBA's Bylaws and Rules continue to apply to such information even though it may be processed by the member's own computer (as opposed to an on-line terminal) and in a format different than it appears on CBA's online system.

d. Consultant Retains No Part of Information Obtained From CBA's Database. That Consultant does not take any information whatsoever from CBA's database from the member's possession or control, either during the time Consultant is performing services for the member or thereafter.

e. CBA May Terminate At Any Time. That CBA shall have the right at any time and in CBA's sole discretion to terminate the member's right to so transfer information (download) forthwith, upon written notice to the member. Delivery of such written notice to the member shall constitute delivery of said written notice to the consultant.

f. Delivery of Information to CBA Upon Written Termination of Membership. That upon termination of membership, a member shall either deliver all portions of information theretofore transferred from CBA's database (downloaded) by the member to CBA, or, if CBA approves the delivery in writing, to another member of CBA.

g. Transfer by Process Defined by CBA Only. The process and procedure for downloading shall be by such equipment and procedure as may be determined by CBA from time to time in its sole discretion.

#### 4. Ownership of CBA's Database and Listing Photographs.

b. A member may permit an unlicensed Consultant to have access to the database on a computer or terminal connected to CBA's database for the purpose of downloading or providing the member with internet services so long as the Consultant has signed a CBA Downloading Agreement and the member remains responsible for the Consultant's compliance with that agreement and CBA's Bylaws, Rules and policies.

c. All aspects of the database is owned by CBA. CBA is the sole owner of all copyrights in the database. Any grant of use of any portion of the database to a member, associate member or subscriber does not constitute a conveyance of any attribute of ownership of the database or the copyrights therein. The rights of members, associate members and subscribers in the database shall be limited to a non-exclusive license to use portions of the database strictly in accordance with the terms of CBA's Bylaws, Rules and policies as they exist or may be amended from time to time. CBA grants no right to sell, loan, lease, rent, or display, add to, subtract from, modify, alter, restructure, reorganize or otherwise manipulate all or any portion of the database. Notwithstanding the foregoing, nothing in this Rule should be interpreted to require a transfer of a member's ownership of that member's own listings, which are and shall remain the property of that member.

d. By submitting photographs to CBA, a member warrants that the photos may be used as set forth herein. By submitting a photo to CBA to be used as the main ("Main") photo for display as such on CBA's on-line system a member thereby irrevocably licenses CBA and its members to use that photo, during the term of the listing and thereafter, for any purpose related to the listing and sale of the property. By submitting to CBA all other photos, ("Additional Photos") a member licenses CBA and its members to use those photos, during the term of the listing only, for any purpose related to the sale of the property. Both Main Photos and Additional Photos may be used by CBA and its members, during the term of the listing and thereafter, for off-market purposes, such as appraisals and comparative market analyses. No further license to use photos provided to CBA by a member is intended or implied.

## X. Compensation

1. Buyer Brokerage Firm's Compensation. In the case of a sale by a member of a listing turned in to CBA, the buyer brokerage firm's compensation shall be paid (1) as designated in the listing (or any change thereto) if accepted by the buyer on behalf of the buyer brokerage firm in the agreement between buyer and seller; or (2) as modified by the buyer, the buyer brokerage firm, and the seller in the agreement between the buyer and seller. The buyer brokerage firm's compensation must be in each listing and must be expressed as a percentage of the sale price or a flat dollar amount. If the listing does not contain an offer of compensation for the buyer

brokerage firm, the buyer and buyer brokerage firm may negotiate for buyer brokerage firm compensation with the seller as a part of the buyer's offer to purchase the property.

2. When Change Effective. A change in the buyer brokerage firm's compensation shall be effective when published in CBA's on-line database system.

3. Vague Buyer Brokerage Firm Compensation Prohibited. The terms "reciprocal," "negotiable," or "as on file" and similar vague or uncertain references are prohibited.

4. Consent Required to Change Other Member's Compensation. A member may not reduce, defer, or take property in lieu of the other member's compensation without the other member's written permission.

5. No Discrimination Between Members. The buyer brokerage firm's compensation published in a listing shall apply uniformly to all members of CBA.

6. Variable Buyer Brokerage Compensation and Site Registration. No restriction (such as "site registration," or a variable buyer brokerage firm compensation) on the right of a buyer brokerage firm to receive compensation from the seller shall be imposed unless the terms of the restriction have been denoted as such both in the listing and on the On-Line System as required by CBA.

7. Exercise of Option.

If: (1) while an exclusive listing is in effect, (2) the owner enters into an option to sell or leases with an option to sell, and (3) the option is exercised and compensation becomes payable; then the compensation shall be payable in like manner as if the property had been sold during the term of the listing.

8. Bonuses to Buyer Brokerage Firm.

a. Warranty by Listing Broker. Any listing broker who advertises a higher compensation than specified in the listing or a bonus warrants to the other members that there is a valid listing or a valid amendment to a listing so providing. If the higher compensation or bonus is legally unenforceable against the seller, the listing firm will be obligated to pay it.

b. Buyer May Request Seller to Pay Buyer's Compensation Obligation. Only if the buyer or tenant so requests as a condition of a written buyer representation agreement, the buyer brokerage firm may negotiate on behalf of the buyer to obtain the seller's agreement to pay the buyer's compensation obligation to buyer brokerage firm, to the extent that obligation exceeds the published buyer brokerage firm compensation.

9. Disbursement by Closing Agent. Compensation shall be disbursed in accordance with the following:

- a. Direct to Listing and Buyer Brokerage Firms. In the case of all sales of property which have been turned in to CBA or input by a member, a Compensation Disbursement Form shall include instructions to the closing agent to disburse the listing firm's compensation and the buyer brokerage firm's compensation directly to each.
- b. Upon request, a member must provide the other member in a transaction with a copy of the Compensation Disbursement Form submitted to the closing agent.

## XI. Dues and Charges

1. Membership Fee - Regular Members. The fee for regular membership in CBA shall be per the dues schedule established by the Board of Directors. A member in good standing when they resign may be reinstated to membership within one year from their resignation, by paying one-half the membership dues and payment in full of any previously delinquent Association dues and charges.

2. Membership Fee/Dues - Associate Members. The fee for associate membership in CBA shall be per the dues schedule established by the Board of Directors, and the first year's dues. The member will then be billed for annual dues on their anniversary date.

3. Charges. In addition to the monthly dues, each member shall be billed for and pay CBA for other services provided to the member that are not specified as part of the dues.

4. Payment/Inactivation of Membership.

a. When Payable. CBA shall, on or before the 10th day of each month, bill the member's dues and other charges.

b. A charge for NSF checks will be added to the account in the amount of at least \$25, which will become part of the amount owing to make the account current.

c. Late Fee. If dues and other charges are not paid by the 20th of the month in which they are billed, the member must pay a late fee of \$25 for each future month or portion thereof until the account is paid in full.

d. Inactivation of Membership. If the member's dues and charges are not paid in full by the 20th of the next month, all CBA services to the member shall be inactivated without further notice. Responsibility for payment of dues continues during suspension of services.

e. Reinstatement After Suspension. In the event a brokerage member's services are inactivated due to nonpayment, in order to be reactivated, all dues and charges must be paid in full and a reinstatement fee will be charged. The Board of Directors will establish the reinstatement fee.

f. Termination. The Board of Directors may terminate the membership at any time following the suspension of services. Termination of membership does not relieve payment obligation.

g. Collection/Attorney's Fees. In the event that a member's account is sent to collection and/or suit is instituted, CBA shall also be entitled to its collection costs or, in the event of suit, court costs and a reasonable attorney's fee fixed by the court.

5. Violations and Disciplinary Procedures. CBA members who are found to be in violation of CBA rules will receive a written warning via e-mail regarding their infraction. A copy of the infraction notification will be sent to the Broker. Infractions by a member will be reviewed by the CBA Rules Committee and may result in fines and disciplinary action. For the purposes of escalating fines based on repeated offenses, the fines and disciplinary actions will be assessed against the individual agent.

## XII. Miscellaneous

1. Responsible for Associates. Each member is responsible to all other members and to CBA itself for his/her actions or the actions of its officers, branch managers, participating agents, associates, employees, subsidiaries and affiliates.

2. Disclosure of CBA Information Prohibited. No member, or anyone connected with a member, shall communicate to a non-member, any confidential information furnished by or received through CBA intended for the private use of CBA Members. Provided, however, that a member may give copies of the listing data to prospective purchasers, if the owner's name, address and other identifying information is first deleted. A CBA member may provide information that is available to the public through any display of public data or information. This provision does not prohibit publication of offers of compensation to buyer brokerage firms in listings.

3. Restrictions on Use of CBA Data. CBA's data is for the sole and exclusive use of its members. CBA members are prohibited from allowing any parties who are not CBA members in good standing to use the database. CBA members are not prohibited, however, from sharing information about a specific listing(s) with potential clients.

4. Contributions. CBA will not contribute money, services, or use of its facilities to any cause or activity which, in the sole opinion of the Board of Directors, does not or will not have a material effect on the sale or brokerage of commercial and/or investment real estate.

5. Associate Member Access to Listing Information. Upon request, Associate members may purchase access to CBA's member website. Use of CBA listing information is for the purpose of business development and tracking listing activity. Any contact made by the Associate Member regarding a listing must be through the listing agent only. Under no circumstances is an Associate Member permitted to contact the owner, landlord or other representative of the property regarding the listing. Violation of this procedure will result in a minimum fine of at least \$1,000 and termination of access to listing information and/or CBA membership. Associate Members are also prohibited from entering listings into the CBA database.

6. Board of Directors Discretion. Violations of CBA Rules and policies by members and participating agents will be reviewed by the Board of Directors' Special Committee assigned by the Board of Directors. Fines and other sanctions may be levied for violations of current and future Rules and policies as well as any unsuitable conduct brought before CBA that is not specifically addressed by these Rules and Regulations.

7. Reliance on Staff Advice. Every CBA member is responsible for knowing and complying with the Rules and Bylaws of CBA, as well as the contents and proper use of CBA forms. CBA employees and agents may respond to oral inquiries of members in this regard, but the ultimate responsibility remains with the member. CBA shall not be responsible, under any circumstances, for oral or written opinions, even if negligently given, by its employees and agents.

8. Harassment. Any member may be reprimanded, placed on probation, suspended or expelled for harassment of a CBA employee or Director pursuant to disciplinary action taken by a committee comprised of the Chairman, Vice-Chairman and Secretary/Treasurer and one member of the Board of Directors selected by the President and CEO in consultation with CBA legal counsel. Disciplinary action is at the sole discretion of the committee. As used in this Section, harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, intimidating or offensive work environment. Harassment may include, but is not limited to offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.