

REALTOR® ASSOCIATION OF ACADIANA

Association Rules and Regulations

(Amended June 2026)



REALTOR ASSOCIATION OF ACADIANA

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DEFINITIONS

M Moderate Level Fine

S Severe Level Fine

Assistant: Any Licensed Assistant, Office Staff, Team Assistant, or Unlicensed Assistant.

Business Day: Any weekday (Monday through Friday), excluding federal holidays, U.S. Postal Service holidays, Louisiana state holidays, and any day on which the RAA office is closed due to a holiday, inclement weather, emergency, or other unforeseen circumstances. A business day begins at 12:00 a.m. and ends at 11:59 p.m. Central Time. If a deadline falls on a day that is not a business day, it shall be extended to the next business day.

Licensed Assistant: An individual who holds an active real estate license by the Louisiana Real Estate Commission (LREC), and not in a Limited Function Referral Office (LFRO), and performs licensed or ministerial acts under a contractual relationship with a current member.

Limited Function Referral Office (LFRO): A separate, legally recognized business entity, as permitted under applicable state law, established solely for the purpose of soliciting and/or referring clients and customers to a real estate brokerage. Licensees affiliated with an LFRO shall be engaged exclusively in referral activities and shall not engage to any degree in listing, selling, leasing, renting, managing, counseling, or appraising real property.

Office Staff: An individual employed by a Broker or the brokerage office to provide administrative support, such as maintaining office records, submitting MLS data, or performing other ministerial tasks under the supervision of the Participant or designated Subscriber.

Participant: Any REALTOR® who agrees to conform to the rules and regulations and pays the costs incidental thereto, and (a) is a principal, partner, corporate officer, or branch office manager who holds a current, valid real estate broker's license and cooperates with other Participants, or (b) is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or engage in cooperation with listing brokers or agents in the MLS. For purposes of these Rules, "cooperation" (and its derivative forms, including "cooperate") means: (a) sharing information on listed property and making property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of the listing broker's clients; (b) attempting to find buyers or tenants for properties listed in the Service; or (c) both.

"Actively" means that the Participant regularly and in good faith engages in listing or cooperating on the sale or appraisal of real property during the normal course of business. This requirement does not exclude those who work part-time, seasonally, or experience slow market periods, nor does it depend on the number of transactions completed or the level of service provided, as long as state law requirements are met. MLS participation cannot be denied to those operating a Virtual Office Website (VOW) if they actively endeavor to cooperate. The MLS may evaluate whether a Participant actively endeavors only if there is a reasonable basis to believe they are not doing so. All membership requirements must be applied fairly and without discrimination.

Real Estate or Real Property: Land and anything considered a component part of the land under Louisiana law, such as buildings, fences, and those things attached to the buildings, such as light fixtures, plumbing and heating fixtures, or other such items that would be personal property if not attached.

ROAM: ROAM MLS, LLC, is RAA's multiple listing service (MLS) service provider.

Subscriber: Any non-principal broker (associate broker), sales associate, or licensed/ certified appraiser affiliated with a Participant who is properly registered to and authorized by the MLS.

Team Assistant: An individual employed by a real estate team to perform administrative or ministerial duties for the team under the supervision of the team leader, who is a current member. The team leader assumes responsibility for all MLS activity conducted by the Team Assistant.

Unlicensed Assistant: An individual who is not licensed by the Louisiana Real Estate Commission (LREC), or in another state, and performs only administrative or ministerial tasks for a licensed real estate professional under their supervision.

Users/Members: Any Appraisers, Participants, Subscribers, Office Staff, Team Assistants, Licensed Assistants, or Unlicensed Assistants who are authorized by the RAA MLS to access and use the MLS in accordance with these rules and regulations.

ASSISTANT ACCOUNTS

Assistant account invoices are billed annually. The annual fee is non-refundable. Fees will be prorated (\$10/month) based on the date the application is submitted. If a member terminates an Assistant and wishes to hire another within the same calendar year, the account can be replaced without an additional charge, provided the original annual fee has been paid. No reimbursements or credits will be issued for any unused portion of the annual Assistant fee once an Assistant's access has been terminated.

Account Issuance

All Assistant accounts must be issued in the name of the individual using the login credentials. Sharing login credentials is strictly prohibited and constitutes a finable offense. **[S]**

Education

Assistants are required to attend the MLS portion of the RAA New Member Orientation and are allowed to attend any MLS training courses offered by RAA staff. The hiring member is fully responsible for training their Assistant(s). Members assume full accountability for all MLS activity conducted by their Assistant through assigned credentials. Any violation of these policies by an Assistant shall be treated as a violation by the employing member. If the Assistant does not attend RAA New Member Orientation within 120 days of the request for access to the MLS, their MLS account will be turned off until they attend. In the event the Assistant resides outside of a 75 mile radius from the RAA office, the hiring member must communicate with the MLS Director for alternative solutions.

Enforcement

Violations may result in:

- Fines or disciplinary action against the responsible member in accordance with the Penalties and Enforcement Procedures;
- Suspension or termination of MLS access for the Assistant;
- Referral to the Louisiana Real Estate Commission for potential unlicensed activity.

Termination

Upon termination of employment of an Assistant, the member must notify the RAA of such termination within 3 business days. **[M]**

Annual Audit Requirement

As part of the MLS annual billing cycle, all members employing Licensed or Unlicensed Assistants shall participate in the annual Assistant account audit. Members will receive a list of Assistants currently assigned to their MLS accounts and must:

1. Confirm whether each listed Assistant remains employed or contracted
2. Provide proof of employment for each Assistant account in the form of a W-2, W-9, 1099, recent pay stub, or such documentation.

Suspension for Non-Compliance

If required verification is not received within the established timeframe, the MLS may immediately deactivate the Assistant's MLS account. Access shall remain suspended until acceptable documentation is submitted, approved by MLS staff, and a \$50 reinstatement fee is paid.

FORMS LIBRARY

The Forms Library and Electronic Signing System are provided to REALTOR® members and/or MLS Participant(s)/Subscriber(s) purchasing MLS services through RAA who are in good standing to facilitate the standardized, efficient, and secure preparation and execution of real estate documents.

Use of the Forms Library and Electronic Signing System is subject to the following rules and conditions:

Eligibility

Access is limited to active REALTOR® members in good standing.

Authorized Use

Members shall use the Forms Library and Electronic Signing System only for real estate transactions in which they are actively involved as principals, agents, or representatives.

The Forms Library and Electronic Signing System shall not be used to forge, falsify, alter, or manipulate any document, signature, or record. Any attempt to forge or falsify documents through the Forms Library and Electronic Signing System is strictly prohibited and may result in a fine, disciplinary action, suspension, and/or legal consequences. 

Unauthorized access or use of the Forms Library and Electronic Signing System is strictly prohibited and will result in a fine. 

Document Integrity

Documents prepared through the Forms Library and Electronic Signing System must not be altered beyond approved modifications, except where legally permissible and appropriate.

Use of electronic signatures shall comply with applicable laws governing electronic records and signatures.

Recordkeeping

Members are responsible for maintaining copies of all signed documents and transaction records in accordance with applicable Louisiana law and LREC record-retention requirements.

Important Disclaimer

The Forms Library is provided only as a courtesy and member service. Use is voluntary and subject to review by the parties, their brokers, and legal counsel. Our forms are not intended to provide legal advice or determine the legal rights of the parties to a transaction.

The REALTOR Association of Acadiana is not a party to the transaction, does not provide legal advice, and does not warrant that our forms are suitable for any particular transaction. Members are encouraged to consult independent legal counsel regarding the use of any form provided by RAA.

Monitoring and Enforcement

RAA reserves the right to monitor use of the Forms Library and Electronic Signing System for compliance and may suspend or revoke access for violations or misuse. Additionally, RAA may conduct audits or reviews of documents and transactions processed through the Forms Library and Electronic Signing System to ensure adherence. Members are required to cooperate fully with any such audits.

KEY & LOCKBOX SYSTEM

RAA offers key and lockbox services under a master agreement with a vendor approved and contracted by RAA. The electronic key service utilizes smartphone technology for access and is available to REALTOR® members and/or MLS Participant(s)/Subscriber(s) purchasing MLS services through RAA who are in good standing. RAA reserves the right to update or change vendors and services as needed to best serve membership interests. Keyholders must promptly report any unauthorized key use to the RAA.

When lockbox ownership is transferred between RAA members, the lockbox purchaser must notify RAA of the change in ownership.

Eligibility

No member is required to purchase key or lockbox services as a condition of membership. These services are voluntary and available to REALTOR® members and/or MLS Participant(s)/Subscriber(s) purchasing MLS services through RAA who are in good standing. Each REALTOR® using a key must sign a lease agreement with the current vendor, which details fees, responsibilities, and liabilities. A non-refundable one-time activation fee applies to all keys.

Key Billing

All fees are billed and collected by the key vendor in accordance with the lease agreement.

Change of Status

Key services terminate immediately upon any change in member status, including suspension, termination, or inactivation. However, billing will continue until the member provides written notification requesting cancellation of billing to the RAA via email. Members may also request termination of key services at any time.

Members are required to report any status changes within five (5) business days. Key services may be suspended pending resolution of member status changes or brokerage closure.

Lockbox Authorization

Members must maintain authorization on file from owners for each property where a lockbox is installed; the authorization may be included in the listing agreement. **M**

Use Restrictions

Keys shall be used solely to gain authorized entry into properties where a lockbox is installed under a listing agreement or appraisal relationship. Use for any other purpose without the seller's written authorization is prohibited. Information obtained from property access may only be used to facilitate the sale or lease of real property. Leased keys are for the exclusive use of the lessee and may not be sold, loaned, or otherwise transferred. **M**

Permission to Enter Property

Keyholders must obtain permission before entering any listed property. Failure to do so will result in fines, suspension, or both. **S**

Properly Secure Property

When leaving any listed property, it is the responsibility of the keyholder to ensure that the property is secure, including but not limited to locking doors of the primary home and any additional structures on the property unless otherwise specified in the provided showing instructions. The property should be left in the same condition it was found. Should the keyholder find the property left in an unsatisfactory condition, the keyholder should contact the Listing Agent/Broker immediately. **M**

Return of Key to Lockbox

Failure to return the property key to the lockbox or the key box container to the lockbox will result in a fine. Both missing items constitute a single violation. If a lockbox is found not properly closed upon arrival, the keyholder should contact the Listing Agent/Broker immediately. **M**

Lockbox Removal Requirements

The listing agent shall remove any lockbox from the property within three (3) business days following the expiration, termination, or settlement of the agreement. **M**

A lockbox that is not removed within the required timeframe may be deemed abandoned at the sole discretion of the REALTOR® Association of Acadiana (RAA).

Upon receipt of a complaint alleging that a lockbox has been abandoned on a property, the MLS shall provide written notice to the lockbox owner. The lockbox owner shall have three (3) business days from the date of notification to remove the lockbox from the property.

If the lockbox is not removed within the three (3) business day notice period, the RAA may release the lockbox shackle code to the individual who filed the complaint, or to a representative of the property owner or other affected party, for the sole purpose of removing the lockbox. Upon removal, the lockbox shall be removed from the owner's inventory and transferred to the complainant's inventory or returned to the RAA for reassignment.

One Time Codes

A single access code, commonly referred to as a one-time code, allows a keyholder to grant temporary access to a lockbox for individuals without authorized access through an eKEY subscription. Please note that members are not eligible to use one-time codes as a substitute for securing a subscription.

This feature is intended for licensees from non-reciprocating markets, as well as contractors, stagers, inspectors, and other service providers who require limited access to a property for specific tasks. The keyholder must have the lockbox in their inventory and must have permission from the seller to grant non-member access. The keyholder generates the code via their eKEY app and sends it directly to the recipient's phone, granting lockbox access only within a specified timeframe.

One-time codes are not intended to allow property access to prospective buyers without their licensed agent present.

Audit and Inspection

The RAA reserves the right to conduct an audit of all keys, lockboxes, and key activity at its discretion.

SHOWING RULES

Showing Rules are established to ensure the safety of clients, the security of personal property, and the professionalism of all members. These rules are designed to protect homeowners' trust, safeguard REALTORS® and their clients during property visits, and maintain the integrity and reputation of our industry.

Authorization Required

No one shall enter a listed property without authorization. All appointments for a listed property must be authorized through the ROAM-provided showing service(s) or the listing agent/broker, or as otherwise indicated in the Private Remarks of the MLS. Showings are approved for a specific person. It is a violation for anyone to show the property on behalf of, or in place of, someone else who has been approved for the showing without prior authorization. **S**

Licensed Member Presence

Once a licensed member who is a principal to the transaction grants access to the property to **any third party**, they **MUST** remain on site while the third party they have granted access to is on the premises, except for the express seller authorization exception stated below. Third parties may include, but are not limited to, clients' family and friends, non-member appraisers, inspectors, contractors, roofers, photographers, stagers, etc. **S**

Seller Authorization Exception

If the listing agent obtains written authorization from the seller or responsible party, third parties may remain on the premises without the presence of a licensed agent in accordance with the seller's specific authorization and instructions. Unlicensed persons are prohibited from being on or entering the premises alone without the written authorization of the seller or responsible party. **S**

Use of Supra Keys

Possession of an e-Key as a REALTOR® member of the RAA does not grant the member the right to use the key for services such as inspections, photography, staging, or other activities without the written authorization of the seller or responsible party. **S**

Use of One-Time Access Codes

One-time access codes must be used solely for real estate purposes and only during the approved appointment timeframe. Recipients may not permit others to enter the property without prior approval of the Seller(s) or Designated Agent(s). **S**

SIGNS

Proper use of signage helps maintain public trust, prevents misleading advertising, and upholds the integrity of the real estate industry. These rules are designed to ensure that all signage accurately represents the property status, complies with local regulations, and reflects positively on both the listing broker and the REALTOR® Association of Acadiana.

Yard Sign Authorization

Members must maintain on file written authorization from owners and/or tenants for each property where a yard sign is installed, which may be included in the listing agreement. **[M]**

No sign can be placed prior to execution of listing agreement. **[S]**

For Sale/Lease Signs

Only the for-sale/lease sign of the listing broker may be placed on a property. Coming Soon listings must clearly display "Coming Soon" on the yard sign. **[M]**

Sold Signs

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. **[M]**

Sign Content and Size

All yard signs must comply with local, state, and municipal regulations regarding size, design, and placement. Signs should clearly identify the listing broker or firm. See LREC Advertising Guidelines.

Removal of Yard Sign

The listing agent is required to remove any yard signs within five (5) business days following the expiration, termination, or settlement of the agreement. **[M]**

A yard sign that is not removed within the required timeframe may be deemed abandoned at the sole discretion of the REALTOR® Association of Acadiana (RAA).

Upon receipt of a complaint alleging that a yard sign has been abandoned on a property, the MLS shall provide written notice to the sign owner. The sign owner shall have five (5) business days from the date of notification to remove the sign from the property.

If the sign is not removed within the five (5) business day notice period, the complainant has the right to dispose of the yard sign as they see fit.

PENALTIES AND ENFORCEMENT PROCEDURES

Fines will be issued in accordance with this policy and are subject to change upon approval by the RAA Board of Directors. These Rules and Regulations are intended to govern participation in the RAA and are not intended to be an exhaustive list of all conduct requirements applicable to Participants, Subscribers, Users, or other authorized individuals.

Compliance with these Rules and Regulations does not relieve any person of their responsibility to comply with the policies and rules of the ROAM MLS, the Louisiana Real Estate Commission (LREC), the National Association of REALTORS® Code of Ethics, or any applicable federal, state, or local law.

These Rules and Regulations do not supersede, limit, or replace the Professional Standards enforcement process or the authority of any regulatory or governing body to investigate and impose discipline for conduct within its jurisdiction.

Administrative Sanctions

Moderate: A moderate fine is assessed for violations that demonstrate negligence, carelessness, or disregard for Association rules but do not result in significant harm to clients, property, or other members.

Sanction Amount: \$100

Severe: Severe rule violations generally involve intentional misconduct or actions that could cause harm to clients, property, or the reputation of the REALTOR® Association of Acadiana.

Sanction Amount: \$500

Failure to Remedy a rules violation within two (2) business days of the Receipt Date of the notice of the violation will result in a doubling of the total Sanction Amount. Failure to remedy the violation within each subsequent two (2) day period will continue to double the total fine amount and may require training for the member. Failure to remedy within ten (10) business days will result in a mandatory hearing for the member, which may lead to additional fines, required training, suspension, or termination of membership.

Repeat Violations are defined as a recurrence of the same or similar violation within a 365-day period.

The sanction for a repeat moderate violation is a doubling of the original Sanction Amount, with each successive recurrence resulting in an additional doubling of the Sanction Amount. A fifth (5th) occurrence within a 365-day period will result in a mandatory hearing for the Subscriber and/or Participant, which may lead to additional fines, required training, suspension, or termination of membership.

The sanction for a repeat severe violation is a one-time doubling of the original Sanction Amount. A third (3rd) occurrence within a 365-day period will result in a mandatory hearing for the Subscriber and/or Participant, which may lead to additional fines, required training, suspension, or termination of membership.

RAA will determine if two violations are the same or substantially similar. Violations committed by affiliated individuals may be treated as a Repeat Violation.

Additional Sanctions & Information

Appeals: Any member who is assessed a fine under these Rules and Regulations shall have the right to appeal the fine.

All appeals must be submitted in writing to the MLS within thirty (30) days of the date the fine notice is issued. The written appeal shall state the basis for the appeal and include any supporting documentation the appellant wishes to be considered. Failure to submit a written appeal within thirty (30) days shall constitute a waiver of the right to appeal. If no appeal is received within the prescribed timeframe, the fine shall become final and due.

The MLS Committee shall review all timely appeals and render a decision. Decisions of the MLS Committee may be appealed to the Board of Directors.

Training related to the violation may resolve certain citations. Depending on the particular citation, training may be an option instead of a fine, or training may be required. Training options or requirements will be determined by the RAA and may include the Participant, Subscriber, or both.

Suspension is a temporary suspension of services. The duration of suspension will be set by the RAA based on various factors, including but not limited to the level of violation, failure to remedy, recurrence, or other details relevant to the given violation, but shall not be less than one week or more than one month.

Termination from the RAA is a permanent suspension of RAA services. Termination will be determined by the RAA based on various factors, including but not limited to the level of violation, failure to remedy, recurrence, or other details relevant to the given violation.

Reporting to Authorities is the reporting of violations that break with policies, regulations, or law. RAA will report such offenses to the Louisiana Real Estate Commission (LREC) or other applicable authorities.

Administrative Sanctions do not prohibit RAA from imposing additional discipline for violations of the MLS Rules. . Any additional findings of violations and discipline administered by the RAA will also be handled in accordance with these rules and regulations and above stated policy.

Corrections to remedy the violation must be made by the member. It is the member's responsibility to seek support from the RAA for any corrections they are unable to make.

Sanction Resolution

Sanctions such as fines and/or training must be resolved (paid or scheduled) or formally contested within thirty (30) calendar days of the Notice of Violation and Fine Assessment. If, within thirty (30) calendar days of the Notice of Violation and Fine Assessment, the fine is not paid or a formal appeal is not received, the MLS privileges of the Violator and/or the Responsible Participant will be suspended until service charges, fees, fines, reinstatement fees, late fees, and any other applicable fees are paid in full. Failure to resolve the sanction by way of making payment, completing training, or completing a hearing within 90 days may result in suspension or termination of MLS membership.

RAA Rules Violation	Level	Correctable
Account Sharing	Severe	No
Assistant Termination	Moderate	No
Forging or Falsifying Documentation	Severe	No
Unauthorized Use of Library	Severe	No
Lockbox Authorization	Moderate	Yes
Key Use Restrictions	Moderate	Yes
Permission to Enter Property	Severe	No
Properly Secure Property	Moderate	No
Return Key or Key box container to Lockbox	Moderate	Yes
Lockbox Removal within 3 business days	Moderate	No
Showing Authorization Required	Severe	No
Licensed Member Presence	Severe	No
Seller Authorization Exception	Severe	No
Use of Supra Keys	Severe	No
Use of One-Time Codes	Severe	No
Yard Sign Authorization	Moderate	Yes
Sign Placed Prior to Listing Agreement	Severe	No
Coming Soon Sign Display	Moderate	Yes
Selling Broker Sign Installed	Moderate	Yes
Removal of Yard Sign within 5 business days	Moderate	No