



Mid-Atlantic Business Intermediaries Association (MABIA) Rules and Regulations

The following rules and regulations have been approved by the Board of Directors in accordance with the Bylaws. These rules and regulations may be added to, subtracted from, altered, or amended from time to time at the discretion of said Board.

Code of Ethics

1. Members agree to abide by the MABIA Code of Ethics.

Exclusive Listings

2. Members agree to only regularly share exclusive right to sell or exclusive agency listings with other members of MABIA once the listing agreement has been secured in writing by the listing member from the seller.

Registration of Buyers

3. Each prospective buyer of a cooperating member must be registered in writing with the contact member in order that the contact member can, in turn, register such prospect with the seller for the mutual protection of all parties.

Encroachment of Relationships

4. In all cases the listing member will be required to respect, protect, and otherwise not encroach upon the relationship between the registered buyer prospect for the submitted business opportunity and the cooperating member. It is not the intent of this section to afford lifelong protection with regard to any prospect; rather, within the context of any given situation the contact member will be required to adhere to an ethical standard of judgment in accordance with both the spirit as well as the letter of the covenants of the organization and its By-Laws, respect and not interfere or convert the buyer or seller of said relationship.

Member's Obligations

5. Members agree to treat each other's Broker exclusive listings, as if they were their own. Members further agree to:
 - a. Obtain a "Confidentiality or Non-Disclosure Form" for each client to whom the members have exposed a business opportunity of a fellow member.
 - b. As a practice members will also pre-screen buyers to assess their financial capability in purchasing the business they are interested in purchasing.
 - c. Notify the listing member Broker of all activity concerning their listings in a timely manner.
 - d. Update other MABIA members of all changes to member's listings in a timely manner.

Commission Split

6. Members agree that the commission split on all transactions shall be on a 50/50 basis. (Members may charge whatever fee they and their respective sellers agree to in writing for each transaction.)

Referral Opportunities

7. Arrangements for referrals between cooperating member brokers may be by direct contact and for whatever referral amount agreed to by both parties.

Meeting Attendance

8. Members are expected to attend group meetings on a regular basis for exchanging listing information, knowledge and support of other MABIA members.

Website and Database Service

9. Members who wish to participate in co-brokering and who want access to the MABIA shared listings agree to subscribe to the MABIA website and database service. This cost is in addition to the annual dues and is paid directly to the third party service provider.

Completion of Necessary Paperwork

10. Members agree to accurately complete and keep updated all necessary abstract and database forms that are used by MABIA members.

Payment of Dues

11. All members shall pay their appropriate annual membership fee are due and payable by December 31st for the following year. Any member not remitting by February 1 will be deleted from the roster, lose all membership privileges, and will have to apply for reinstatement and pay the initiation fee then prevailing.

Applicant for Membership Rejection

12. MABIA has the right to reject an applicant for membership either by the majority of Board Members voting against the applicant or by the majority of current members voting against the applicant.