



2018 RULES AND REGULATIONS

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2018 RULES AND REGULATIONS

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LISTING PROCEDURES

SECTION 1 LISTING PROCEDURES

Listings of real property of the following types, which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of the multiple listing service, and are taken by participants on forms the participant individually chooses to utilize, shall be delivered to the multiple listing service or entered into the computer database within three (3) business days after all necessary signatures of seller(s) have been obtained: *(Amended 11/01)*

- a) Single family homes for sale or exchange
- b) Vacant Lots, Land and Acreage for sale or exchange
- c) Multi-Family – 2, 3 and 4 family residential buildings for sale or exchange
- d) Commercial and industrial buildings for sale or exchange
- e) Farms and Ranches
- f) Commercial Lease
- g) Residential Rental

If a listing is submitted later than the above times, then the reason for delay must be submitted to the office of the multiple listing service within three business days of the listing contract date, using the Sellers Authorization to Withhold. .

NOTE 1: The multiple listing service shall not require a participant to submit listings on a form other than the form the participant individually chooses to utilize, provided the listing is of a type accepted by the multiple listing service, although a property data form may be required as approved by the multiple listing service. However, the multiple listing service, through its legal counsel:

- a) May reserve the right to refuse to accept a listing that fails to adequately protect the interest of the public and the participants.
- b) May assure that no listing form filed with the service establishes, directly or indirectly, any contractual relationship between the service and the client (buyer or seller).
- c) The multiple listing service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other participants of the multiple listing service acting as subagents, buyer agents, or both. *(Amended 11/96)*
- d) The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. *(Amended 11/96)*
- e) The different types of listing agreements include:
 - 1) Exclusive Right to Sell
 - 2) Exclusive Agency
 - 3) Open
 - 4) Net
- f) The Service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provide a disincentive for cooperation. *(Amended 4/92)*

The **exclusive right-to-sell** listing is the conventional form of listing submitted to the multiple listing service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. *(Amended 4/92)*

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations. *(Amended 4/92)*

A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The multiple listing service shall decline to accept open listings (except where acceptance is required by law) and net listings and it may limit its service to listings of certain kinds of property. However, if it chooses to limit the kinds of listing it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. *(Amended 11/92)*

The multiple listing service is not obligated to publish information, which may generate legal liability. The listing agent may wish to explain that the rules of the multiple listing service provide for such discretion. Where necessary, the listing agent may provide relevant portions of the rules and regulations.

SECTION 1.1 TYPES OF PROPERTIES

The following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service at the participant's option provided, however, that any listing submitted is entered into within the scope of the participant's licensure as a real estate broker. *(Amended 11/91)*

- a) Residential
- b) Multi-family
- c) Vacant land, lots and acreage
- d) Commercial/Industrial
- e) Farms and ranches
- f) Commercial Lease
- g) Residential Rental

Mobile Homes will only be accepted by the service if the land is also for sale. Property management and/or rental agreements are exempt from the three-business day listing input requirement.

SECTION 1.1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE

Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s).

SECTION 1.2 DETAILS ON LISTINGS FILED WITH THE SERVICE

A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

SECTION 1.2.1 LIMITED SERVICE LISTINGS

Listing agreements under which the listing broker will not provide one, or more, of the following services:

- a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c) advise the seller(s) as to the merits of offers to purchase
- d) assist the seller(s) in developing, communicating, or presenting counter-offers
- e) participate on the seller's(s') behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

SECTION 1.2.2 MLS ENTRY ONLY LISTINGS

Listing agreements under which the listing broker will not provide any of the following services:

- a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)

- b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c) advise the seller(s) as to the merits of offers to purchase
- d) assist the seller(s) in developing, communicating, or presenting counter-offers
- e) participate on the seller's(s') behalf in negotiations leading to the sale of the listed property
- f) will be identified with an appropriate code or symbol (e.g., EO) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

SECTION 1.3 EXEMPT LISTING

If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service within three (3) business days (if requested) but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.

After the deed has transferred for the property, the sale must be reported to the multiple listing service by the listing broker within seven (7) business days.

SECTION 1.3.1 COMING SOON LISTINGS

Coming Soon means that the listing is not currently active. Therefore, it is not available for showing to anyone, including the listing firm. Please note that this rule is not applicable to exempt listings or office exclusive listings.

SECTION 1.4 CHANGE OF STATUS OF LISTING

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the multiple listing service within three (3) business days (if requested) or entered into the computer within three (3) business days after the authorized change is received by the listing broker.

SECTION 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION

Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, upon request, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his or her exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller.

Any listing that is withdrawn prior to the expiration date, as authorized by the seller, but is then re-listed by the seller with the same listing broker within thirty days (30) days of the withdrawal, may not be entered in the multiple listing service as a new listing. The listing broker must edit the original listing to show it as current, or back on the market.

SECTION 1.6 CONTINGENCIES APPLICABLE TO LISTINGS

Any contingency or conditions of any term in a listing shall be specified and noticed to the participants.

When a listing goes under contract, MLS status must be changed from "Current" to "Pending" within three (3) business days of the change unless the contract has a "contingent with escape" clause, contingent on an event other than financing or inspection. When there is a binding with escape clause contingent on an event other than financing or inspection, status shall remain "current" and the contingency field in the MLS must be completed within three (3) business days.

When a listing goes under a "lease purchase" contract, the MLS status should be changed from "current" to "pending."

When a listing goes under a "lease option" contract, if the seller wants to continue to show the property, MLS status should remain "current" and the contingency field in the MLS should be changed to "first right of refusal."

SECTION 1.7 LISTING PRICE SPECIFIED

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction. *(Amended 11/92)*

SECTION 1.8 LISTING MULTIPLE UNIT PROPERTIES

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the multiple listing service.

SECTION 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS

The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants.

SECTION 1.10 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS

Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement unless prior to that date the MLS receives notice that the listing has been extended or renewed. *(Amended 11/01)*

Any listing that expires, but is then extended or renewed by the seller, with the same listing broker within thirty days (30) days after the expiration, may not be entered in the multiple listing service as a new listing. Listings that are extended or renewed after thirty (30) days must be entered in the MLS database in the same manner as new listings. Extensions and renewals of listings must be signed by the seller(s) and filed with the service within three (3) business days, if requested. *(Amended 11/01)*

SECTION 1.11 TERMINATION DATE ON LISTING

Listings filed with the service shall bear a definite and final termination date as negotiated between the listing broker and seller.

SECTION 1.12 SERVICE AREA

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a participant but cannot be required by the service. *(Amended 11/17)*

SECTION 1.13 LISTINGS OF SUSPENDED PARTICIPANTS

When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients.

SECTION 1.14 LISTINGS OF EXPELLED PARTICIPANTS

When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients.

SECTION 1.15 LISTINGS OF RESIGNED PARTICIPANTS

When a participant of the service resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned participant's listings from the MLS, the resigned participant should be advised, in writing, of the intended removal so that the resigned participant may advise his clients.

SECTION 1.15.1 LISTINGS OF PARTICIPANTS – TRANSFERRING LISTINGS

Prior to updating the participant's licensing information within the service by staff, the participants involved shall withdraw all of the listings from the service and re-list them with the new participant.

When listings are transferring from one participant to a new participant, the service, for a fee to be determined by the NABOR Board of Directors, may transfer the listings between the participants once a request on company letterhead signed by both participants noting the change of participant is submitted to the service. The fee is the responsibility of the new participant.

When a licensee leaves a brokerage, the Participant must reassign their listings within seven business days.

SECTION 1.16 CO-LISTING BETWEEN PARTICIPANTS

Under no circumstances is the same property to be entered into the service by two different participants at the same time. If two participants enter into a co-listing agreement, only one participant may enter the property into the multiple listing compilation.

SECTION 1.17 DISCLOSURE OF INAPPROPRIATE INFORMATION

No photo, public information or hyperlink entered into the database of the service shall include a reference to the name of a company or agent, an e-mail address, a company or agent telephone number, a logo or any other detail that would identify the listing company or agent on a website utilizing IDX or public printouts.

Additionally, information regarding selling bonuses, variable commission rates, co-listings, or other information not pertaining to the property itself shall be disclosed to subscribers of the system through the MLS remarks section provided.

SECTION 1.18 GENERAL LISTING RULES

- a) All data entered into the MLS shall be true and accurate.
- b) All listings shall have a minimum of one (1) image relevant to the property attached to each listing, except listings where sellers expressly direct that photographs of their property not appear in the MLS. When a listing contains an exclusion of property it must be so noted on the listing.
- c) If the listed property is an estate sale, the participant may so note on the listing by indicating that court approval is required.
- d) Properties entered more than once must cross-reference the other multi-list numbers in the MLS remarks. When the property closes, the type of sale must match the multi-list entry. The remaining listing(s) must be withdrawn.
- e) It is prohibited to use photos, videos and any copyrightable material from previous listings without the express written consent of the prior MLS Participant and the photographer.

SELLING PROCEDURES

SECTION 2 SHOWINGS AND NEGOTIATIONS

Appointments for showing and negotiations with the seller for the purchase of listed property filed with the multiple listing service shall be conducted through the listing broker except under the following circumstances:

- a) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- b) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. *(Amended 4/92)*

It is prohibited to provide access to listed property on terms other than those established by the owner or listing broker and published in the MLS.

SECTION 2.1 PRESENTATION OF OFFERS

The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so. The cooperating broker has the right to receive a copy of the seller's or lessor's written instruction from seller, if the offer is not to be presented in a timely manner. *(Amended 4/92)*

SECTION 2.2 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule,
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regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. *(Amended 11/05)*

SECTION 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentation. *(Amended 4/92)*

SECTION 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. *(Adopted 11/93)*

SECTION 2.5 REPORTING SALES TO THE SERVICE

Final closing of sales and sale prices shall be reported to the multiple listing service by the listing broker within seven (7) business days after they have occurred, including exempted listings and non-listed solds, except as outlined in Section 1.12, 2.6 and 2.8. If negotiations were carried on under Section 2(a) or 2(b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within seven (7) business days after occurrence and the listing broker shall report them to the service within seven (7) business days after receiving notice from the cooperating broker. *(Amended 11/11)*

Note 1: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. *(Amended 11/01)*

Note 2: In disclosure states, if the sale price of a listed property is recorded, then reporting of the sale price may be required by the MLS.

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:

- a) categorizes sale price information as confidential and
- b) limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. *(Adopted 11/11)*

Note 3: As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records.
(Adopted 11/11)

SECTION 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES

The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement canceled.

SECTION 2.7 ADVERTISING OF LISTINGS FILED WITH THE SERVICE

A listing shall not be advertised by any participant other than the listing broker without the prior consent of the listing broker.

SECTION 2.8 REPORTING CANCELLATION OF PENDING SALE

The listing broker shall report immediately to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately.

SECTION 2.9 DISCLOSING THE EXISTENCE OF OFFERS

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller’s approval, disclose, the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. (Amended 11/08)

SECTION 2.10 AVAILABILITY OF LISTED PROPERTY

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 11/05)

REFUSAL TO SELL

SECTION 3 REFUSAL TO SELL

If the seller of any listed property filed with the multiple listing service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all participants.

PROHIBITIONS

SECTION 4 INFORMATION FOR PARTICIPANTS ONLY

Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker.

SECTION 4.1 FOR SALE SIGNS

Only the for-sale sign of the listing broker may be placed on a property. (Amended 11/89)

SECTION 4.2 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. (Amended 4/96)

SECTION 4.3 SOLICITATION OF LISTINGS FILED WITH THE SERVICE

Participants shall not solicit a listing on a property filed with the service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

NOTE: This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This section is intended to encourage sellers to permit their properties to be filed with the service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute

themselves for the present broker.

This section is also intended to encourage brokers to participate in the service by assuring them that other participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standard of Practice related to Article 16 of the Code of Ethics.

SECTION 4.4 USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE

No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. *(Adopted 11/07)*

DIVISION OF COMMISSIONS

SECTION 5 COMPENSATION SPECIFIED ON EACH LISTING

The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. *(Amended 11/98)*

In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.* *(Amended 11/96)*

The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different. *(Amended 11/96)*

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. *(Amended 5/10)*

Note: MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation).

Note 1: The multiple listing service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

Note 2: The listing broker may, from time to time, adjust the compensation offered to other multiple listing service participants for their services with respect to any listing by advance published notice to the service so that all participants will be advised. *(Amended 4/92)*

Note 3: The multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing broker.

Note 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. *(Amended 5/10)*

*The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by an association multiple listing service is that the information to be published shall clearly inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

- a) by showing a percentage of the gross selling price
- b) by showing a definite dollar amount *(Amended 05/10)*

Note: MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation). *(Adopted 5/08)*

Note 5: Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. *(Adopted 11/05)*

Note 6: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers. *(Amended 5/09)*

SECTION 5.0.1 DISCLOSING POTENTIAL SHORT SALES

Participants must disclose special circumstances including, but not limited to, auction, agent owned, court approval, corporate addendums, HUD-owned properties, bank-owned properties and properties subject to potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. *(Amended 5/09)*

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. *(Adopted 5/09)*

Where participants communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within three (3) business days of receipt of notification from the lender. (Adopted 5/10)

SECTION 5.1 PARTICIPANT AS PRINCIPAL

If a participant or any licensee (or licensed and certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service participants via the subject to field provided by the service.

SECTION 5.2 PARTICIPANT AS PURCHASER

If a participant or any licensee (including licensed and certified appraisers) affiliated with the Participant wishes to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 2/92)

SECTION 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/01)

SERVICE CHARGES

SECTION 6 SERVICE FEES AND CHARGES

The following service charges for operation of the multiple listing service are in effect to defray the costs of the service and are established and subject to change from time to time by the NABOR Board of Directors.

- a) Initial Participation Fee: An applicant for participation in the service shall pay an application fee of \$50.00 with such fee to accompany the application.
- b) Recurring Participation Fee: The annual participation fee of each participant shall be an amount equal to \$360 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the annual billing cycle of the multiple listing service. Fees shall be prorated on a monthly basis.
 1. However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated. * (Adopted 11/17)

* Mandatory waiver provision is effective no later than July 1, 2018.

Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among

those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (Amended 11/17)

SECTION 6.1 WAIVER OF MLS FEES

Waivers for MLS fees shall be granted to non-licensed administrative staff, military personnel on foreign active duty and appraisers seeking state certification. The dues waiver request form, available from the association office, is to be completed and submitted for review and approval by the service.

SECTION 6.1.1 REAL ESTATE TEAMS

Participants and subscribers identified as a partnership and/or real estate team may apply for a Team ID under which to enter all listed and sold transactions into the service. Each team member must possess, in conjunction to the Team ID, an individual MLS login in the event of dissemination of the team. Each member must possess an active real estate license and maintain current status and good standing with the MLS service, including payment of appropriate service fees for individual MLS subscription. All members participating within the team are subject to MLS Rules and Regulations and are subject to service suspension and/or fines consistent with the provisions of Sections 9 and 9.1 of these rules. When a rule is violated using the Team ID, the discipline will apply to the team leader unless the specific team member who committed the violation can be identified.

SECTION 6.1.2 RETS ACCESS AND SUBSCRIPTION FEES

RETS (Real Estate Transaction Standard) facilitates data transfer of participant listing data. The recurring RETS data subscription fee shall apply to all registered RETS vendors who actively subscribe to the RETS database. Payment of such subscription fees shall be made on or before the first day of the annual billing cycle of the service and as directed by the Board of Directors.

One-time setup fees for RETS access are as follows:

- a) \$350.00 one-time setup fee for new feed
- b) \$100.00 one-time setup fee to add a new subscriber an established feed

Annual RETS subscription fees are as follows:

- a) \$100 per subscriber up to ten (10) subscribers
- b) \$1,500 for eleven to twenty (11 – 20) subscribers
- c) \$2,000 for twenty-one (21) or more subscribers

COMPLIANCE WITH RULES

SECTION 7 COMPLIANCE WITH RULES/AUTHORITY TO IMPOSE DISCIPLINE

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a) letter of warning
- b) letter of reprimand
- c) attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d) appropriate, reasonable fine not to exceed \$15,000
- e) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Adopted 11/07)

Note: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's

record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance.

SECTION 7.1 COMPLIANCE WITH RULES

The following action may be taken for non-compliance with the Rules:

- a) If dues, fees, fines, or other assessments including amounts owed to the association or the association's multiple listing service are not paid within one (1) month after the due date, unless otherwise specified within the association bylaws, the nonpaying member is subject to suspension at the discretion of the NABOR board of directors provided that at least ten (10) days' notice has been given. Two (2) months after the due date, membership of the nonpaying member may be terminated at the discretion of the NABOR board of directors. Three (3) months after the due date, membership of the nonpaying member shall automatically terminate unless within that time the amount due is paid. However, no action shall be taken to suspend or expel a member for nonpayment of disputed amounts until the accuracy of the amount owed has been confirmed by the board of directors. A former member who has had his/her membership terminated for nonpayment of dues, fees, fines, or other assessments duly levied in accordance with the provisions of these Bylaws or the provisions of other rules and regulations of the association or any of its services, departments, divisions or subsidiaries may apply for reinstatement in a manner prescribed for new applicants for membership, after making payment in full of all accounts due as of the date of termination.
- b) For failure to comply with any other rule, the provisions of Sections 9, and 9.1 shall apply.

Note: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. *(Amended 11/88)*

SECTION 7.2 APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS

Non-principal brokers, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the Rules and Regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. *(Adopted 4/92)*

SECTION 7.3 HARASSMENT

Any individual who is a participant or subscriber of the service may be reprimanded, placed on probation, suspended or terminated for harassment of an employee of the association or a member of the board of directors after the conduct of an investigation in accordance with the procedures of the association. 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. The decision of the appropriate disciplinary action to be taken shall be made by the investigatory team comprised of the president, president-elect, and one member of the board of directors selected by the highest-ranking officer not named in the complaint, upon consultation with legal counsel for the service. Disciplinary action may include any sanction authorized in the Code of Ethics and Arbitration Manual. If the complaint names the president or president-elect, they may not participate in the proceedings and shall be replaced by the immediate past president, or alternatively, by another member of the board of directors selected by the highest-ranking officer not named in the complaint. *(Adopted 7/12)*

Note: Suggested procedures for processing complaints of harassment are available on-line at <http://nar.realtor> or from the Member Policy Department.

MEETINGS

SECTION 8 MEETINGS OF MLS COMMITTEE

The multiple listing service committee shall meet for the transaction of its business at a time and place to be determined by the committee or at the call of the chairperson.

SECTION 8.1 MEETINGS OF MLS PARTICIPANTS

The committee may call meetings of the participants in the service to be known as meetings of the multiple listing service.

SECTION 8.2 CONDUCT OF THE MEETINGS

The chairperson or vice chairperson shall preside at all meetings or, in their absence, a temporary chairperson from the membership of the committee shall be named by the chairperson or, upon his failure to do so, by the committee.

ENFORCEMENT OF RULES OR DISPUTES

SECTION 9 CONSIDERATION OF ALLEGED VIOLATIONS

The committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations. *(Amended 2/98)*

SECTION 9.1 VIOLATIONS OF RULES AND REGULATIONS

If the alleged offense is a violation of the Rules and Regulations of the service and does not involve a charge of alleged unethical conduct or a request for arbitration, it may be administratively considered and determined by the multiple listing service committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within thirty (30) days following receipt of the committee's decision. *(Amended 11/96)*

If, rather than conducting an administrative review, the multiple listing committee has a procedure established to conduct hearings, the decision of the multiple listing committee may be appealed to the board of directors of the association of REALTORS® within thirty (30) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. *(Amended 2/98)*

SECTION 9.1.1 DISCIPLINE

The service is authorized to impose discipline on participants or subscribers for violations of the MLS Rules and Regulations or other MLS governance provisions. Alleged violations are subject to Section 9.1 of the MLS Rules and Regulations, which provides that participants may request a due process hearing prior to the implementation of sanction. In any instance where a participant or subscriber in an association multiple listing service is charged with violation of the MLS Rules and Regulations of the service, and such charge does not include alleged violations of the Code of Ethics, or a request for arbitration, it may be administratively considered and determined by the MLS governing committee.

When violations are not corrected within five (5) calendar days of notice, multiple listing services will be suspended until such time as the violation is cured and a \$50 reconnect fee is remitted.

If the violation cannot be corrected, services will be suspended with any subsequent violation of the same rule during the calendar year. Services will be restored upon payment of a \$50 reconnect fee.

Violations include, but are not limited to, the following:

- a) Incorrect and/or incomplete information.
- b) Incorrect sold information.
- c) Incorrect address or mapping.
- d) Double listings.
- e) Branded Public Photo/Remarks/Virtual Tour: Only a physical description of the property shall be entered in Public Remarks section. Any name, phone number, branded photos, any website or web address, etc. is prohibited in the Public Remarks section due to violation of IDX policies. Photo descriptions are limited to descriptive

narratives that describe the property. Virtual tours cannot display any name, phone number, agent branding or web addresses since this information is displayed on IDX sites.

- f) Any listing that is withdrawn prior to the expiration date, as authorized by the seller, but is then re-listed by the seller, with the same listing broker within thirty days (30) days of the withdrawal, may not be entered in the multiple listing service as a new listing. The listing broker must edit the original listing to show it as current, or back on the market. Any listing that expires, but is then extended or renewed by the seller, with the same listing broker within thirty days (30) days after the expiration, may not be entered in the multiple listing service as a new listing. Listings that are extended or renewed after thirty (30) days will be published in the same manner as new listings. Extensions and renewals of listings must be signed by the seller(s) and filed with the service within three (3) business days, if requested.
- g) Failure to Report Special Circumstances: Participants must disclose special circumstances including, but not limited to, auction, agent owned, court approval, corporate addendums, HUD-owned properties, bank-owned properties and properties subject to potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants.

Incurable violations are subject to discipline as outlined in Section 9.1.1 of these rules. Examples of “incurable” violations include, but are not limited to:

- h) Late reporting of change in status.
- i) Unauthorized MLS Access: Unauthorized access to MLS or the MLS compilation. No participant and/or subscriber may provide access to the MLS or the MLS compilation in any manner not expressly authorized under these rules or any IDX agreement entered into by the service and the applicable participant and/or subscriber.
- j) MLS Passwords: Every participant, subscriber, agent, appraiser, or user under a dues waiver who has access to and use of the MLS shall be required to obtain a private MLS password issued by MLS. Private MLS passwords shall not be loaned, shared, disclosed, or allowed to come into the possession of any other person, except that the participant, manager and/or administrator in that person’s real estate company may have access to such private MLS password, and such persons shall be required to keep the private MLS password confidential. The private MLS password shall only be used for purposes permitted by the rules.
- k) Late Submission of Listing: Listing must be entered into the system within three (3) business days of the instructions per the date on the listing agreement.
- l) Entering Incorrect Selling Agent: The correct selling agent must be entered. If a non-member participates in the sale of the property, participant or subscriber must enter the non-member code of 99961.

SECTION 9.2 COMPLAINTS OF UNETHICAL CONDUCT

All other complaints of unethical conduct shall be referred by the committee to the secretary of the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association’s bylaws. (Amended 11/88)

SECTION 9.3 COMPLIANCE

Staff members are authorized to remove from the MLS database any listing field entered that does not comply with the rules and regulations of the service, National Association of REALTORS® policies and/or the Fair Housing Act.

SECTION 9.3.1 REQUEST FOR SUPPORTING DOCUMENTATION

Requested documentation must be provided to the MLS Administrator within five business days of the request.

SECTION 9.4 DISCIPLINARY STRUCTURE

CURABLE MINOR VIOLATIONS

| | |
|--------------------|--|
| Section 1.18 (a-d) | General Listing Rules |
| Section 2.6 | Reporting Resolutions of Contingencies |
| Section 3 | Refusal to Sell |
| Section 4.1 | For Sale |
| Section 4.2 | Sold Signs |
| Section 5.0.1 | Disclosing Potential Short Sales |
| Section 5.1 | Participant as Principal |
| Section 5.2 | Participant as Purchaser |
| Section 13 | Limitations on Use of MLS Information |

PENALTY: Fines up to \$500 may be levied.

- 1st Violation of a rule in the current calendar year - \$100
- 2nd Violation of the same rule in the current calendar year - \$250
- 3rd Violation of the same rule in the current calendar year - \$500

For the first offense, you have five business days to cure the violation without a fine. In the event that the violation is not corrected in that time frame, the fine will be assessed.

For the second offense, you have five business days to cure the violation without a fine, provided that you attend an MLS class within 30 days of the notice. Failure to correct the violation and attend the MLS class will result in the fine being assessed.

You may petition for a hearing to be conducted by members of the Professional Standards Committee. The petition for a hearing must be filed within twenty (20) calendar days after the date that you are notified of the listing violation fine assessment. Any petition received or postmarked after twenty (20) days will be rejected as untimely filed.*

CURABLE MAJOR VIOLATIONS

- Section 1.16 Co-listing Between Participants
- Section 1.17 Disclosure of Inappropriate Information
- Section 2.7 Advertising of Listings Filed with the Service
- Section 5 Compensation Specified on Each Listing
- Section 16.3.10 Branding

PENALTY: Fines up to \$1,000 may be levied.

- 1st Violation of a rule in the current calendar year - \$250
- 2nd Violation of the same rule in the current calendar year - \$500
- 3rd Violation of the same rule in the current calendar year - \$1,000

For the first offense, you have five business days to cure the violation without a fine. In the event that the violation is not corrected in that time frame, the fine will be assessed.

For the second offense, you have five business days to cure the violation without a fine, provided that you attend an MLS class within 30 days of the notice. Failure to correct the violation and attend the MLS class will result in the fine being assessed.

You may petition for a hearing to be conducted by members of the Professional Standards Committee. The petition for a hearing must be filed within twenty (20) calendar days after the date that you are notified of the listing violation fine assessment. Any petition received or postmarked after twenty (20) days will be rejected as untimely filed.*

INCURABLE MINOR VIOLATIONS

- Section 1 Listing Procedures
- Section 1.18 (e) General Listing Rules
- Section 1.3.1 Coming Soon Listings
- Section 1.4 Change of Status of Listing
- Section 1.5 Withdrawal of Listing Prior to Expiration
- Section 1.6 Contingencies Applicable to Listings
- Section 1.10 Expiration, Extension and Renewal of Listings
- Section 1.11 Termination Date on Listing
- Section 1.15.1 Listings of Participants – Transferring Listings
- Section 2.1 Presentation of Offers
- Section 2.5 Reporting Sales to the Service
- Section 2.8 Reporting Cancellation of Pending Sale
- Section 2.9 Disclosing the Existence of Offers
- Section 6.1 Waiver of MLS Fees
- Section 9.3.1 Request for Supporting Documentation
- Section 10 Confidentiality of MLS Information
- Section 11.1 Ownership of MLS Compilation/Copyright
- Section 12 Distribution
- Section 12.4 Display
- Section 12.2 Reproduction

PENALTY: Fines up to \$500 may be levied.

- 1st Violation of a rule in the current calendar year - \$100 and attendance at an MLS class within 30 days
- 2nd Violation of the same rule in the current calendar year - \$250 and attendance at an MLS class within 30 days
- 3rd Violation of the same rule in the current calendar year - \$500

You may petition for a hearing to be conducted by members of the Professional Standards Committee. The petition for a hearing must be filed within twenty (20) calendar days after the date that you are notified of the listing violation fine assessment. Any petition received or postmarked after twenty (20) days will be rejected as untimely filed.*

INCURABLE MAJOR VIOLATIONS

- Section 2 Showings and Negotiations
- Section 6.b.1 MLS of Choice
- Section 10.2 Unauthorized MLS Access and Passwords

PENALTY: Fines up to \$2,500 may be levied.

- 1st Violation of a rule in the current calendar year - \$500
- 2nd Violation of the same rule in the current calendar year - \$1,000
- 3rd Violation of the same rule in the current calendar year - \$2,500
- 4th Violation – The member must come before the Board of Directors for a hearing, which may result in suspension or expulsion from membership. Failure to appear at the hearing will result in a twelve (12) month suspension from the service.

You may petition for a hearing to be conducted by members of the Professional Standards Committee. The petition for a hearing must be filed within twenty (20) calendar days after the date that you are notified of the listing violation fine assessment. Any petition received or postmarked after twenty (20) days will be rejected as untimely filed.*

HEARING AND APPEAL PROCEDURES

FOR VIOLATIONS OF MLS RULES AND MEMBERSHIP DUTIES

REQUESTING A HEARING

A request for a hearing must be filed by using the Northwest Arkansas Board of REALTORS® Petition for Hearing. The Petition is available on the board website at www.nwarealtors.org. The Petition may be filed in person, by mail, or by email. The address for mailing a Petition for Hearing is 314 N. Goad Springs Road, Lowell, AR 72745. If mailed, a petition for hearing is considered filed as of the date of the postmark, which is not necessarily the date the appeal was placed in the mail. Generally, a faxed petition will be considered as having been filed on the date of transmission recorded by the facsimile machine. The fax number for submitting a Petition for Hearing is (479) 365-2124. It is advisable to confirm receipt of petitions submitted via fax. A petition filed by email will be considered filed when received. The address for emailing petitions is rhonda@nwarealtors.org.

TIME LIMIT FOR REQUESTING A HEARING

The petition for a hearing must be filed within twenty (20) calendar days after the date that you are notified of the listing violation fine assessment. Any petition received or postmarked after twenty (20) days will be rejected as untimely filed.

HEARING DATES/TIMES/LOCATIONS AND NOTICES

The Professional Standards committee conducts hearings in person at the board office. The member may waive their right to appearance at the hearing and the committee will hear the issue from the evidence in the record.

When the committee has received documents from staff regarding the violation, it will set a hearing for the earliest practical time, and mail a notice of the hearing to all the parties at their last known addresses. The notice will set the date and time of the hearing. The notice will also identify, in general, the issues for the hearing.

CHANGES IN HEARING DATES AND TIMES

After the Professional Standards committee has scheduled a hearing, a request for a postponement or other change in the date or time will only be granted for good cause. The subscriber should make the request immediately upon learning of the need for the change. The request should include a clear statement of the reason a change is needed and a reasonable indication of other dates and times during regular business hours the subscriber will be available for hearing.

The request may be filed in person, by mail, or by email. The address for mailing the request is 314 N. Goad Springs Road, Lowell, AR 72745. If mailed, the request is considered received as of the date of the postmark, which is not necessarily the date the request was placed in the mail. Generally, faxed requests will be considered as having been filed on the date of transmission recorded by the facsimile machine. The fax number for submitting requests is (479) 365-2124. It is advisable to confirm receipt of requests submitted via fax. A request filed by email will be considered filed when received. The address for emailing request for postponement is rhonda@nwarealtors.org.

DOCUMENTS OR OTHER PHYSICAL EVIDENCE FOR THE HEARING

Physical evidence may include written or photographic documents or other objects, which relate to the case. Any documents concerning the violation which the staff forwards to the committee are included in the evidence of record. The parties may review or obtain such documents before the hearing.

If you have additional written material to present at the hearing, you should provide copies of the documents with your Petition for Hearing.

SUMMARY OF THE PARTIES' RIGHTS AT THE HEARING

As a party at the hearing you have the right:

- to appear and testify in your own behalf,
- to have an interpreter to meet the language/communication needs of a party or a witness,
- to hire and have representation by an attorney or other duly authorized agent,
- to present documents or other physical evidence for the record,
- to examine any documents or other physical evidence in the record and any offered for entry into the record,
- to have witnesses testify for you and to ask questions of your witnesses,
- to question opposing parties and their witnesses,
- to explain or present testimony against evidence harmful to your case,
- to raise reasonable objections to evidence or procedure,
- to make a timely request for continuance when surprised by an issue or unexpected evidence, or because of some other unfair disadvantage, and
- to make summarizing comments (i.e., a closing statement) or to present any further information on the issues before the hearing is closed.

THE DECISION OF THE COMMITTEE

If the Petition for Hearing was timely filed, the committee will reach a decision to affirm the violation or to reverse the violation. The committee may decrease the fine or increase it up to the \$15,000 maximum. The decision of the committee will be based upon the evidence of record. An affirmation upholds the violation. The Board of Directors has adopted a policy to assess an administrative processing fee of \$300 should the committee uphold the violation. A reversal overturns the violation. The Professional Standards Committee Chair will mail copies of the decision to the parties at their last known address. If the Petition for Hearing is not filed in a timely manner, the committee will not hear the issue, and their decision is effectively an affirmation of the listing violation.

HOW TO APPEAL THE DECISION OF THE COMMITTEE

The decision of the Hearing Panel can be appealed to the Board of Directors of the Northwest Arkansas Board of REALTORS®. An appeal must be filed by using the Northwest Arkansas Board of REALTORS® Petition for Appeal. The Petition is available on the board website at www.nwarealtors.org. The appeal may be filed in person, by mail, or by email. The address for mailing a Petition for Appeal is 314 N. Goad Springs Road, Lowell, AR 72745. If mailed, a Petition for Appeal is considered filed as of the date of the postmark, which is not necessarily the date the appeal was placed in the mail. Generally, a faxed appeal will be considered as having been filed on the date of transmission recorded by the facsimile machine. The fax number for submitting a Petition for Appeal is (479) 365-2124. It is advisable to confirm receipt of petitions submitted via fax. A petition filed by email will be considered filed when received. The address for emailing petitions is rhonda@nwarealtors.org.

The Request for Appeal Form *must* be accompanied by a deposit in the amount of \$300* made payable to the Northwest Arkansas Board of REALTORS®.

If the decision of the Hearing Panel is ratified, the deposit will be retained by the association. If the appeal is upheld, the deposit will be returned to the appellant. If the decision of the Hearing Panel is modified, disposition of the deposit will be determined by the Directors considering the appeal.

A Petition for Appeal may be filed for one or more of the following reasons *only*:

- Misapplication or misinterpretation of the MLS rule or membership duty
- Procedural deficiency or lack of procedural due process
- The discipline recommended by the Hearing Panel

TIME LIMIT FOR REQUESTING AN APPEAL

The Petition for Appeal must be filed within twenty (20) calendar days after the date of the committee decision. Any petition received or postmarked after twenty (20) days will be rejected as untimely filed.

PARTIES TO AN APPEAL

The appellant and the MLS Administrator are parties to every appeal that addresses a listing violation.

REPRESENTATION

The parties to an appeal have the right to be represented by an attorney or by any other duly authorized agent. However, parties are not required to have professional representation. Each party is responsible for any fees charged for services of their chosen representative.

WITHDRAWAL OF APPEAL

The appellant may request withdrawal of the appeal at any time before the decision is rendered. A request to withdraw must be made in writing.

APPEAL DATES/TIMES/LOCATIONS AND NOTICES

The Board of Directors of the Northwest Arkansas Board of REALTORS® conducts Appeal Tribunals in person at the board office. The appellant may waive their right to appearance at the appeal and the Board will hear the appeal from the evidence in the record.

When the Board has received documents from staff regarding the issue on appeal, it will set the appeal for the earliest practical time and mail a notice of the appeal to all the parties at their last known addresses. The notice will set the date and time of the appeal. The notice will also identify, in general, the issues for the appeal.

CHANGES IN APPEAL DATES AND TIMES

After the Board of Directors of the Northwest Arkansas Board of REALTORS® has scheduled an appeal, a request for a postponement or other change in the date or time will only be granted for good cause. The appellant should make the request immediately upon learning of the need for the change. The request should include a clear statement of the reason a change is needed and a reasonable indication of other dates and times during regular business hours the appellant will be available for the appeal.

SUMMARY OF THE PARTIES' RIGHTS AT THE APPEAL

As a party at the appeal you have the right:

- to appear and testify in your own behalf,
- to have an interpreter to meet the language/communication needs of a party or a witness,
- to hire and have representation by an attorney or other duly authorized agent.

SUMMARY OF THE BOARD'S DUTIES IN CONDUCTING THE APPEAL

The Board of Directors of the Northwest Arkansas Board of REALTORS® bears sole responsibility for conducting the appeal hearing. Hearings will be conducted according to Robert's Rules of Order.

A Petition for Appeal may be filed for one or more of the following reasons **only**:

- Misapplication or misinterpretation of the MLS rule or membership duty
- Procedural deficiency or lack of procedural due process
- The discipline recommended by the Hearing Panel

THE DECISION OF THE BOARD OF DIRECTORS

If a Petition for Appeal was timely filed, the Board will reach a decision on the merits of the appeal. The decision of the Board is final and will be based upon the evidence of record after the parties have had a hearing (or a reasonable opportunity for a hearing) on the issues on appeal. An affirmation upholds the violation. A reversal overturns the violation. The Board will mail copies of the decision to the parties at their last known address. If the decision of the Board is to dismiss an appeal because it was untimely filed, then the Board decision is effectively an affirmation of the listing violation.

CONFIDENTIALITY OF MLS INFORMATION

SECTION 10 CONFIDENTIALITY OF MLS INFORMATION

Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants. *(Amended 4/92)*

SECTION 10.1 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION

The information published and disseminated by the service is communicated verbatim, without change by the service, as filed with the service by the participant. The service does not verify such information provided and disclaims any responsibility for its accuracy. Each participant agrees to hold the service harmless against any liability arising from any inaccuracy or inadequacy of the information such participant provides.

SECTION 10.2 UNAUTHORIZED MLS ACCESS AND PASSWORDS

Unauthorized access to MLS or the MLS compilation. No participant and/or subscriber may provide access to the MLS or the MLS compilation in any manner not expressly authorized under these rules or any IDX agreement entered into by the service and the applicable participant and/or subscriber.

Every participant, subscriber, agent, appraiser, or user under a dues waiver who has access to and use of the MLS shall be required to obtain a private MLS password issued by MLS. Private MLS passwords shall not be loaned, shared, disclosed, or allowed to come into the possession of any other person, except that the participant, manager and/or administrator in that person's real estate company may have access to such private MLS password, and such persons shall be required to keep the private MLS password confidential. The private MLS password shall only be used for purposes permitted by the rules.

OWNERSHIP OF MLS COMPILATION AND COPYRIGHT

SECTION 11

By the act of submitting any property listing content to the MLS, the participant represents that he has been authorized to license and also thereby does license— authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs,

images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. *(Amended 5/06)*

SECTION 11.1

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the Northwest Arkansas Board of REALTORS® and in the copyrights therein, shall at all times remain vested in the Northwest Arkansas Board of REALTORS®.

SECTION 11.2

Each participant shall be entitled to lease from the Northwest Arkansas Board of REALTORS® a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association.

Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.

USE OF COPYRIGHTED MLS COMPILATION

SECTION 12 DISTRIBUTION

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law. *(Amended 4/92)*

SECTION 12.1 DISPLAY

Participants and those persons affiliated as licensees with such participants shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

SECTION 12.2 REPRODUCTION

Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the participant or their affiliated licensees, be interested.

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

Nothing contained herein shall be construed to preclude any participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the participant.

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the participant and those licensees affiliated with the participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Information deemed confidential may not be used as supporting documentation. Any

MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Any other use of such information is unauthorized and prohibited by these rules and regulations.

USE OF MLS INFORMATION

SECTION 13 LIMITATIONS ON USE OF MLS INFORMATION

Use of information from MLS compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS participant or in other public representations, may not be prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the association or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from the Northwest Arkansas Board of REALTORS® for the period (date) through (date).
(Amended 11/93)

CHANGES IN RULES AND REGULATIONS

SECTION 14 CHANGES IN RULES AND REGULATIONS

Amendments to the rules and regulations of the service shall be by a 51% vote of the members of the multiple listing service committee, subject to approval by the board of directors of the Northwest Arkansas Board of REALTORS®.

ORIENTATION

SECTION 15 ORIENTATION

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within sixty (60) days after access has been provided. (Amended 11/04)

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies.

Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/17)

INTERNET DATA EXCHANGE (IDX)

SECTION 16 IDX DEFINED

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio

devices. As used throughout these rules, “display” includes “delivery” of such listings. (Amended 5/17)

SECTION 16.1 AUTHORIZATION

Participants’ consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant’s listings, that participant may not download, frame or display the aggregated MLS data of other participants.* (Amended 05/17)

Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. (Amended 5/12)

SECTION 16.2 PARTICIPATION

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. (Amended 11/09)

SECTION 16.2.1

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 5/12)

SECTION 16.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 5/12)

SECTION 16.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing’s property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 05/17)

SECTION 16.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each participant. (Amended 05/17)

SECTION 16.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 5/12)

SECTION 16.2.6

Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 5/12)

SECTION 16.2.7

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 5/12)

SECTION 16.2.8

Any IDX display controlled by a participant or subscriber that:

- a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. *(Amended 5/12)*

SECTION 16.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Amended 5/12)*

SECTION 16.2.10

An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display.

SECTION 16.3 DISPLAY

Display of listing information pursuant to IDX is subject to the following rules:

SECTION 16.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. *(Amended 5/12)*

SECTION 16.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. *(Amended 5/12)*

SECTION 16.3.2

Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

SECTION 16.3.3

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g., "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. *(Amended 5/12)*

SECTION 16.3.4

Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation.

SECTION 16.3.5

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. *(Amended 5/12)*

SECTION 16.3.6

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/17)

SECTION 16.3.7

Listings obtained through IDX feeds from REALTOR® Association MLS's where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 11/14)

Note: An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.

SECTION 16.3.8

Display of expired, withdrawn and pending listings is prohibited. (Amended 11/09)

SECTION 16.3.9

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.

SECTION 16.3.10

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

SECTION 16.4 SERVICE FEES AND CHARGES

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Adopted 11/01, Amended 5/05)

VIRTUAL OFFICE WEBSITES (VOWs)

SECTION 17.1 VOW DEFINED

- a) A "Virtual Office Website" (VOW) is a participant's Internet website, or a feature of a participant's website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant's oversight, supervision, and accountability.
- b) As used in Section 17 of these rules, the term "participant" includes a participant's affiliated non-principal brokers and sales licensees—except when the term is used in the phrases "participant's consent" and "participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a participant.
- c) "Affiliated VOW Partner" (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant's supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a

participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.

- d) As used in Section 17 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

SECTION 17.2

- a) The right of a participant’s VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- b) Subject to the provisions of the VOW policy and these rules, a participant’s VOW, including any VOW operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g., “Internet Data Exchange” (IDX).
- c) Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant’s VOW.

SECTION 17.3

- a) Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
 - 1) The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - 2) The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - 3) The participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one user name and password.
- b) The participant must assure that each Registrant’s password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant’s password.
- c) If the MLS has reason to believe that a participant’s VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d) The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
 - 1) that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - 2) that all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use
 - 3) that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
 - 4) that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant’s consideration of the purchase or sale of an individual property
 - 5) that the Registrant acknowledges the MLS’ ownership of and the validity of the MLS’ copyright in the MLS database
- e) The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.

- f) The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

SECTION 17.4

A participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the participant to ask questions or get more information about any property displayed on the VOW. The participant or a non-principal broker or sales licensee licensed with the participant must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that participant and displayed on the VOW.

SECTION 17.5

A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

SECTION 17.6

- a) A participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- b) A participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

Seller Opt-out Form

1. Check one.

- a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the internet.
- b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the internet.

I understand and acknowledge that if I have selected option "a", consumers who conduct searches for listings on the internet will not see information about the listed property in response to their searches.

Initials of Seller

- c) The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.

SECTION 17.7

- a) Subject to Subsection b., below, a participant's VOW may allow third-parties:
 - 1) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - 2) to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b) Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

SECTION 17.8

A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The participant shall correct or remove any false information relating to a specific property within forty-eight (48) hours following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

SECTION 17.9

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.

SECTION 17.10

Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS®' VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity.

SECTION 17.11

A participant's VOW must display the participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

SECTION 17.12

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

SECTION 17.13

A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.

SECTION 17.14

A participant may operate more than one VOW himself or herself or through an AVP. A participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and accountability of the participant.

SECTION 17.15 A participant's VOW may not make available for search by or display to Registrants any of the following information:

- a) expired, withdrawn, or pending ("under contract") listings
- b) the compensation offered to other MLS participants
- c) the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d) the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e) instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

SECTION 17.16

A participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in the MLS. The participant may, however, augment MLS listing information with additional information not otherwise prohibited by these rules or by other applicable MLS rules or policies, as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

SECTION 17.17

A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.

SECTION 17.18

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

SECTION 17.19

A participant may display advertising and the identification of other entities ("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information (or that of at least one participant, in the case of a VOW established and operated on behalf of more than one participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

SECTION 17.19.1

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than five hundred (500) or fifty percent (50%) of the current listings and not more than five hundred (500) or fifty percent (50%) of the sold listings in response to any inquiry.

SECTION 17.20

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

SECTION 17.21

Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.