



BALDWIN COUNTY MLS RULES AND REGULATIONS

SEPTEMBER 1, 2016

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Introduction

The Baldwin County Association of REALTORS® (Hereinafter referred to as the Association) shall maintain for the use of its Active Members and Non-Member licensees of the Association a Multiple Listing Service, which shall be subject to the Bylaws of the Baldwin County Association of REALTORS®, Multiple Listing Service and such Rules and Regulations as may be hereinafter adopted.

The Baldwin County Association of REALTORS®, Multiple Listing Service, Inc., (hereinafter referred to as MLS) is a means by which the authorized Participants make blanket unilateral offers of compensation to other Participants (acting either as subagents, buyer agents, or in any other agency or non-agency capacities defined by law); by which cooperation among Participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or Lease).

Section 1: LISTING PROCEDURES

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, located within Baldwin County, taken by Participants on an Exclusive Right to Sell or Exclusive Agency Listing form which includes the seller's written authorization to submit the agreement to the MLS. Copies of listing agreements or property information sheets do not have to be submitted to the Service. In event of a complaint from a Participant Broker or a property owner, the MLS office has the right to require a copy of the listing agreement be submitted.

Section 1.1: Property Types

Participants may offer the following property types for sale or exchange

- (A). Single-family homes (R)
- (b). Lots and land (L)
- (c). Two-Family, three-family and four-family residential building (M)
- (d). Condominiums (N)

Participants may offer the following property types for Rent/Lease

- (1). Residential Lease (E)
- (2). Commercial Lease (O)
- (3). Land Lease (A)

Brokers and Agents may upload listing photos to the MLS and bear the responsibility of having the correct MLS number. If submitted to the MLS for upload, the picture should have the listing company name, property address, and the MLS number and the view printed on the back.

While the MLS does not require the submission of the listing agreement, any listing agreement should meet the following requirements.

1. The MLS may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants.
2. No listing form filed with the Multiple Listing Service and the client (buyer or seller).

The Multiple Listing Service shall accept exclusive right to sell contracts and exclusive agency 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 in any other agency or non-agency capacity defined by law.

The listing agreement must include the seller's authorization to submit the agreement to the Multiple Listing Service.

3. The different types of listing agreements include:
 - (a). exclusive right to sell
 - (b). exclusive agency
 - (c). open
 - (d). net

The service may not accept net listings because (1) they are deemed unethical and, in most states, illegal. Open listings are not accepted 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 provides disincentive for cooperation.

The Service may not accept co-listings (1) between two companies even if both companies are members of the Service and (2) may not accept co-listings between two companies if one of the companies is a member of the service and the other company is not a member.

The exclusive right to sell listing is the conventional form submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation 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 in the agent remarks section of the listing information (exemptions in file) from exclusive right to sell listings without named prospects exempted, since they can represent special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings without named prospects exempted.

Note 2: 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), net listings, Fractional Ownership, Timeshare, and it may limit its service to listings of certain kinds of property. But if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Multiple Listing Service.

Section 1.1.1: Listing 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: Detail on Listings Filed with the Service

A Listing Agreement or Property Data Form, when filed with the MLS by the listing broker, shall be complete in every detail which is ascertainable as specified by the property data form, and will be entered into the MLS computer by the listing broker or the MLS. As a minimum, all of the mandatory information will be put into the MLS computer. Mandatory items are indicated by the shaded areas on the MLS Property Data Form. A company which has a written policy prohibiting disclosure of square footage must use the square footage range field during the active listing period, however, the listing Broker will be required to supply the square footage information when the property is sold so it may be used for comp data. The compensation to selling broker must be entered; the listing will be removed from MLS.

Section 1.3: Exempted Listings

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 but not disseminated to the Participants. A copy of the Listing agreement signed by the seller, stating that he/she does not desire the listing to be in the MLS, shall be provided to the MLS.

Section 1.4: Change of Status of Listing

Any change in the 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 MLS within 5 calendar 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 MLS by the listing broker before the expiration date of the listing agreement.

Sellers do not have the unilateral right to require the MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service, upon advice of legal counsel for the Multiple Listing Service, may remove the listing at the request of the seller.

Section 1.6: Contingencies Applicable to Listings

Any contingency, exclusive, disclosure or conditions of any term in the listing shall be specified and noticed the Participants.

Section 1.7: Listing Price Specified

The full gross listing price stated in the contract will be included in the information published in the MLS compilation of current listings.

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, the sold information should be entered in the MLS and the original listing changed accordingly.

Section 1.9: No Control of Commission Rates or Fees Charged by Participants

The MLS shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants, Further, the MLS shall not fix, control, recommend, suggest or maintain the division of commissions between cooperating Participants or between Participants and licensed non-participants.

Section 1.10: Expiration, Extension, and Renewal of Listing

Any listing filed with the MLS automatically expires on the dates specified in the agreement, unless renewed by the listing broker.

Section 1.11: Termination Date on Listing

Listing filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller(s).

Section 1.12: Jurisdiction

Only listings of the designated types of property located within the jurisdiction of the Baldwin County Association of REALTORS® are required to be submitted to the Service. Listings of property located outside the Association jurisdiction will be accepted if submitted voluntarily by the Participant, but cannot be required by the Service.

Section 1.13: Listings of Suspend 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 Bylaws, MLS Rules and Regulations, or other membership obligations, 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 expelled Participant's listings in the MLS compilation of current listing information. Prior to the removal of a suspended 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 1.14: 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 Bylaws, MLS Rules and Regulations, or other membership obligations, 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 suspension 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, and Association MLS is not obligated to provide MLS service, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to the removal of a 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 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 a removal of a resigned Participant's listing 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 2: Selling Procedures

Section 2.1: Showing 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, unless the listing broker gives the cooperating broker specific authority to show and /or negotiate directly., or 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.

Section 2.2: 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

Section 2.3: Submission of Written Offers

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, 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.

Section 2.4: Right of Cooperating Broker in Presentation of Offer

The cooperating broker (subagent, 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 written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Section 2.5: 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 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.

Section 2.6: Reporting Sales to the Service

Status changes, including final closing of sales, shall be reported to the MLS by the listing broker within 120 hours after they have occurred. If negotiations were carried on under Section 2 (a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 120 hours after receiving notice from the cooperating broker.

Notes: 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; and 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.

Section 2.7: Reporting Resolutions of Contingencies

The listing broker shall report to the Multiple Listing Service within 5 calendar days that a contingency on file with the MLS has been fulfilled or renewed, or the agreement canceled.

Section 2.8: Advertising of Listing 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 2.9: 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 3: Refusal to Sell

If the seller of any listed property filed with the MLS 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.

Section 4: Prohibitions

Section 4.1: 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 4.2: "For Sale" Signs

Only the "For Sale" sign of the listing broker may be placed on a property.

Section 4.3: "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.

Section 4.4: Solicitation of Listing Filed with the Service

Participants shall not solicit a listing on 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.

Section 5: Divisions of Commissions

Section 5.1: Compensation Specified on Each Listing

The listing broker shall specify, on each listing filed with the MLS, the compensation offered to other MLS 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.

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.

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 non-agency capacities defined by law) which may be the same or different.

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.

The compensation specified on listings filed with the Multiple Listing Service shall appear in one of two forms. The essential and appropriate requirements by a Board Multiple Listing Service is that the information to be published shall clearly inform the Participants as 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:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount.

Note 1: The Association 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 Board Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Association 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.

Note 3: The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. 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.

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.

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 participant 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. 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 on to participants and subscribers.

Section 5.2: Participant as Principal

If a Participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants.

Section 5.3: Participant as Purchaser

If a Participant or any licensee (including licensed and certified appraisers) affiliated with a 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.

Section 5.4: 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. 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 or 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.

Section 6: Service Charges

Section 6.1: Service Fees and Charges

Fees for the operation of the MLS are set by the Board of Directors of the Service. The fees will be set annually to reflect the cost of the operation of the Service and notice will be given to all Participants:

(a). Initial Participation Fee: An applicant for participation in the Service shall pay an application fee as set by the Board of Directors.

(b). Recurring Participant Fee: The monthly participation fee of each Participant shall be in an amount set annually by the Board of Directors of the Service 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.

Section 7: Compliance with Rules

Section 7- Compliance with Rules: The Following action may be taken for noncompliance with the rules:

(a). Deleted 09/01/2015

(b). For failure to pay annual fee or any fines within one month of the date due, their MLS Service shall be suspended. There shall be a \$50 late fine assessed. Failure to pay within 2 months a \$75 fee to be reinstated to the Service and all past due amounts must be paid in full in order to have services reinstated. After 90 days of no service new member application fees will apply. 09/01/2015

(c). The MLS Committee may recommend fines up to \$1000 for violation of the rules. MLS Committee recommended sanctions may be appealed to the MLS Board of Directors per Section 9 and 9.1 of these Rules and Regulations.

Section 8: Meetings

Section 8.1: Meetings

The meetings of the Participants in the Service or the Board of Directors of the Multiple Listing Service for the transaction of business of the Service shall be held in accordance with the Provisions of Article 6, Bylaws of the Service.

Section 9: Enforcement of Rules or Disputes

Section 9.1: Consideration of Alleged Violations

The Board of Directors of the MLS shall give consideration to all written complaints from Participants having to do with violations of the rules and regulations.

Section 9.2: 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 violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the Board of Directors of the MLS and if a violation is determined, the Board of Directors of the MLS may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the Professional Standards Committee of the Association of REALTORS® in accordance with the bylaws of the Association of REALTORS®. Alleged violations of Section 16 of the rules and regulations shall be referred to the Board's Grievance Committee for processing in accordance with the professional standards procedures of the Association.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the Board of Directors of the MLS within twenty (20) days of the tribunal's decision.

Alleged violations involving unethical conduct shall be referred to the Professional Standards Committee of the Board of REALTORS® for processing in accordance with the bylaws of the Association of REALTORS®

Section 9.3: Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the Board of Directors of the MLS to the Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Board's Bylaws.

Section 10: Confidentiality of MLS Information

Section 10.1: Confidentiality of MLS Information

Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Information considered confidential is 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.

Section 10.2: 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: Access to Comparable and Statistical Information

Board members who are actively engaged in real estate brokerage, management, appraisal, mortgage financing, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including

“comparable” information, “sold” information and statistical reports. This information is provided for the exclusive use of Board Members and individuals affiliated with Board Members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provide in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these rules and regulations.

Section 11: Ownership of MLS Compilations and Copyrights

Section 11.1: Granting of Authority

By the act of submitting any property listing content to the MLS, the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in statistical report on comparable. 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 listed property.

Section 11.2: Ownership within MLS

All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the Baldwin County Association of

REALTORS®, Inc. and in the copyrights therein, shall at all times remain vested in the Baldwin County Association of REALTORS®

Section 11.3: Leasing copies

Each Participant shall be entitled to lease from the Baldwin County Association 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 Board.

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

Section 12: Use of Copyrighted MLS Compilations

Section 12.1: Distribution

Participants shall, at times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Board of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participants 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 a Board 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 a Board Multiple Listing Service where access to such information is prohibited by law.

Section 12.2: 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 12.3: 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 manner 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, 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, comparable, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. 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. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

Section 13: Use of MLS Information

Section 13: Limitations on Use of MLS information

Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the Board or MLS may be used by MLS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation, information about specific properties which are listed with other participants, or which were sold by other Participants (as either listing or cooperating broker).

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 Board 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 Baldwin County Association of REALTORS®, Inc. Multiple Listing Service for the period (date) through (date).

Section 14: Change in Rules and Regulations

Section 14.1: Change in Rules and Regulations

Amendments to the rules and regulations of the Service shall be by consideration and approval of the Board of Directors of the Multiple Listing Service, subject to final approval by the Board of Directors of the Baldwin County Association of REALTORS®[®], Inc. (Shareholders).

Section 15: Arbitration of Disputes

Section 15.1: Arbitration of Disputes

Participants are encouraged to seek mediation or arbitration of disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standards of Practice 17-4 of the Code of Ethics which MLS Participants in different firms arising out of their relationship as MLS Participants, subject to the following:

(a). If all disputants are member of the same Board of REALTORS® or have their principal place of business within the same Board's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Board/ Association of REALTORS®.

(b). If the disputants are members of different Boards of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different Boards of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Alabama Association of REALTORS®

Inter-board Arbitration Procedures: In instances where the State Association does not provide arbitration services, arbitration shall be conducted in accordance with any existing inter-board agreement or, alternatively, in accordance with the Inter-Board Arbitration procedures in the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board/Association of REALTORS®.

Section 16: Standards of Conduct for MLS Participants

Section 16.1: MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other REALTORS® have with clients.

Section 16.2: Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

Section 16.3: MLS Participants acting as subagents or as buyer/tenant representative or brokers, shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.

Section 16.4: MLS Participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing, (i.e., an exclusive right to sell, an exclusive agency, open listing or other form of contractual agreement between the listing broker and the client) the MLS Participant may contact the owner to secure such information and may discuss the terms upon which the MLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

Section 16.5: MLS Participants shall not solicit buyer/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS Participant, and the Broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.

Section 16.6: MLS Participants shall not use information obtained by them from listing broker, through offers to cooperate received through the Multiple Listing Service or other sources authorized by the listing broker, for the purposes of creating a referral prospect to a third broker, or for creating a buyer/tenant prospect unless such use is authorized by the listing broker.

Section 16.7: The fact that an agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into similar agreement after the expiration of the prior agreement.

Section 16.8: The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business.

Section 16.9: MLS Participants are free to enter into contractual relationships or to negotiate with seller/landlords, buyer/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.

Section 16.10: MLS Participants contacted by the client of another MLS Participant regarding the creating of an exclusive relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

Section 16.11: In cooperative transactions, MLS Participants shall compensate cooperating MLS Participants (Principle brokers) and shall not compensate not offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MLS Participants without the prior express knowledge and consent of the cooperating broker.

Section 16.12: MLS Participants are not to be precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS Participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed “general” for purposes of this rule.

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, “ For sale” or “For rent” signs, or other sources of information intended to foster cooperation with MLS Participants.

Section 16.13: MLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

Section 16.14: MLS Participants, acting as buyers or tenant representatives or brokers, shall disclose that relationship to the seller/landlord’s representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord’s representative or broker not later than execution of a purchase agreement or lease.

Section 16.15: On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

MLS Participants shall make any request for anticipated compensation from the seller/landlord at first contact.

Section 16.16: MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

Section 16.17: MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage). However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made.

Section 16.18: MLS Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/ lease contingent on the listing broker's agreement to modify the offer of compensation.

Section 16.19: All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker or except where such dealings are initiated by the client.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to "prospects", MLS Participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects.

Section 16.20: Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the clients and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements.

Section 16.21: These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS Participants involving commission, fees, compensation, or other forms of payment or expenses.

Section 16.22: MLS Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their business, or their business practices.

Section 16.23: MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.

Section 16.24: MLS participants shall present a true picture in their advertising and representations to the public, including Internet content posted, and the URLs and domain names they use, and participants may not:

- a. engage in deceptive or unauthorized framing of real estate brokerage websites
- b. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- c. deceptively use metatags, keywords or other devices/methods to direct, drive or divert internet traffic,
- d. present content developed by others without either attribution or without permission, or to otherwise mislead consumers.

Section 16.25: The services which participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.

Section 17: Orientation

Orientation: Any applicant for MLS Participation, any licensee affiliated with an MLS Participant, any appraiser and any staff member who wishes to have access to and use of MLS-generated information must complete an orientation program of not more than 6 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. Applicant must complete the orientation within 30 calendar days from the date access to the MLS has been provided.

Section 18: Internet Data Exchange (IDX)

Section 18.1: IDX Defined:

IDX affords MLS Participants' the ability to authorize limited electronic display of their listings by other Participants.

Section 18.2: 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. 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.

Section 18.3: Participation

Participation in IDX is available to all MLS Participants engaged in real estate brokerage who consent to display of their listings by other Participants.

Section 18.4: Display

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

Section 18.4.1:

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.

Section 18.4.2:

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

Section 18.4.3:

Listing, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers 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).

Section 18.4.4:

Participants may select the IDX listings they choose to display 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 IDX listings to be displayed must be independently made by each participant. (This section was correct.)

Section 18:4.5:

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads not less frequently than 12 hours. (Amended 11/14).

Section 18:4.6:

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.

Section 18:4.7:

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.

Section 18.4.8:

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 listings (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 the 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.

Section 18.4.9:

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.

Section 18.4.10:

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 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. (Adopted 11/14)

Section 18.4.11:

Participants shall not modify or manipulate information relating to other participants’ listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields -03/08/2016

Section 18.4.12:

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.

Section 18.4.13:

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.

Section 18.4.14:

All listings displayed pursuant to IDX shall identify the listing agent. **Section 18.3.1:** 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 18.4.15:

All listings displayed pursuant to IDX shall show the MLS as the source of the information. 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.

Section 18.4.16:

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.

Section 18.4.17:

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 one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer.

Section 18.4.18:

The right to display other participants’ listing pursuant to IDX shall be limited to a participant’s office(s) holding participatory rights in this MLS.

Section 18.4.19:

Listings obtained through IDX feeds from REALTOR® Association MLSs 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 18.4.12:

Display of expired, withdrawn and sold listings is prohibited unless “sold” information is publicly accessible, display of “sold” listings may not be prohibited

Section 18.4.13:

Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and email address (es) is prohibited.

Section 18.4.14:

Participants are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS.

Section 18.4.15:

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

Section 18.5.16:

Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited.

Section 18.5.17:

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

Section 19: Virtual Office Websites (VOW)

Section 19.1: Definition:

Section 19.1.1:

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.

Section 19.1.2:

As used in Section 19 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 VOWs, 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.

Section 19.1.3:

“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.

Section 19.1.4:

As used in Section 19 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 19.2: VOW Rules

Section 19.2.1:

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.

Section 19.2.2:

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").

Section 19.2.3:

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 19.2.4:

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:

Section 19.2.5:

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.

Section 19.2.6:

The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (19.2.11)). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

Section 19.2.7:

The Participant must require each Registrant to have a user name and 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 email address is associated with only one use name and password.

Section 19.2.8:

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, email address, user name and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

Section 19.2.9:

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, email 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.

Section 19.2.10:

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:

- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
- iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type offered through the VOW;
- iv. 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;
- v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

Section 19.2.11:

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 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.

Section 19.2.12:

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 19.2.13:

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 19.2.14:

A Participant’s VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, “scraping”, and other unauthorized use 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 19.2.15:

(a): A Participant’s VOW shall not display 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 email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property display on the internet.

(b) A Participant who list 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 substantially similar) provision:

Seller Opt-Out Form

1. Please check either Option a or Option b
 - a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

 - b. I have advised my broker or sales agent that I do not want the address of the property to be displayed on the Internet.
2. 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 search. _____

Initials of seller

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

Section 19.2.16:

(a): Subject to subsection (b), a Participant's VOW may allow third-parties

(i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) 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 19.2.17:

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 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 19.2.18:

A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 19.2.19:

Except as provided in these rules, the National Association of Realtors® VOW Policy, or 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 19.2.20:

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 19.2.21:

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 19.2.22:

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

Section 19.2.23:

A Participant may operate more than one VOW himself or herself or through a 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 19.2.24:

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

- a. Expired or withdrawn 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 19.2.25:

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 19.2.26:

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 assumed to be correct 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 19.2.27:

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 100 sold listings in response to any inquiry.

Section 19.2.27:

A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

Section 19.2.23:

A Participant shall cause any listing displayed on his or her VOW that is 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 19.2.24:

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 be searched separately from listings in the MLS.

Section 19.2.25:

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

Section 19.2.26:

Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

Section 20: MLS Fines

Section 20.1: Fine Overview

The Baldwin County Association of REALTORS®, Multiple Listing Service, Inc. establishes the following penalties/fines for infractions of the rules by Participants; the fines and penalties established under Section 19 are subject to the enforcement policy in Section 9.1 of the MLS Rules and Regulations.

Section 20.1.1: VOW Fines

Level 1- Warning notification to Broker Participant and Consultant if site not brought into compliance within ten days, a fine of \$25 per day will be incurred, with a maximum of \$200.

Level 2-\$250-Same or similar infraction(s) start at Level 2. Correct within Five days. (Note: If Level 1 not corrected, automatic imposition of Level 2 fine goes into effect.)

Level 3-\$500-Third infraction starts at Level 3 Correct within five days. (Note: If level 2 not corrected, automatic imposition of Level 3 fine goes into effect.)

Level 4-Access to Framing or Downloading Immediately Discontinued by MLS and Access to Naviamls.net terminated.

Section 20.1.2: MLS Password Fines

Anyone allowing another person to use their Baldwin County MLS Login name & password will be subject to a fine in the amount of \$2,000 to the Company and \$1,000 to the individual.

You are also prohibited from disseminating information from the MLS to non-member agents unless it is the listings of your company.

Section 20.1.3: MLS Late Data Entry Fines

Section 20.3.1: New Listings:

Must be entered in the system within 5 calendar days.

Fine on the 6th day of \$25.00

Section 20.3.2: Under Contract, First Right of Refusal, and Pending Listings

Must be entered within 5 calendar days.

Fine on the 6th day of \$25.00

Section 20.3.3: Closed and Leased Listings in the MLS:

Listings that are sold or leased must be Closed or Leased in the MLS. Brokers have 5 calendar days to change the status to Closed on for sale listings from the date they close. Brokers have 5 calendar days to change the status to

Leased on for lease listings from the date they are leased. The MLS Rules & Regulations require the seller(s) sign or initial something stating they do or do not wish to use the MLS to market their property. If the seller chooses to use the MLS to market their property they must agree to all MLS Rules & Regulations – including closing the listing. Listings that are sold may not be withdrawn or deleted.

Fine amount is \$100 for the first offense. The second offense fine will be \$200; \$100 to the broker and \$100 to the agent. 10/01/2015

Section 20.3.4: Any change to a listing must be entered within 5 calendar days.

Fine on the 6th day of \$25.00

Section 20.1.4: MLS Property Type Fines

A listing may be entered into the MLS only once. The listing must be entered under the correct Property Type (Single Family; Multifamily; Condominium; Commercial; Lots and Land; Residential Lease; Commercial Lease; and Land Lease). A fine of \$25.00 will be applied to any listing entered more than once or not entered into the correct Property Type (see Property Description for Property Type). The duplicate listing or incorrect Property Type listing must be withdrawn or deleted.

Exception: A property may be listed for Sale and for Lease at the same time. Each of the listings must reference the other by entering a comment in the Agent Remarks and the other MLS Number.

Fine on the 6th day of \$25.00; increased to \$50.00 on the 11th day; and additional fine of \$100.00 after the 30th day and Navica access will be disabled.

Section 20.1.5: Withdrawn and Expired Listings Fines

Expired: If the listing has expired and you get an extension signed within 30 calendar days of the expiration date the existing listing is Brought Back On Market. The DOM does not start over at zero.

If the listing has been expired for 30 calendar days or more and you get the seller to sign a new listing agreement, the listing is entered as a new listing with a new MLS number and the DOM will start over at zero.

Withdrawn: The listing must be off the market for a minimum of 30 calendar days before the listing may be re-entered with a new MLS number and start the DOM over at zero. There is one exception to this rule: For new construction - When that property receives a Certificate of Occupancy, it may be withdrawn and re-listed to zero out DOM.

Fine on the 6th day of \$25.00; increased to \$50.00 on the 11th day; and additional fine of \$100.00 after the 30th day and Navica access will be disabled.

Section: 20.1.6: Potential Short Sales Listing Fines

You may enter potential short sales in the MLS. The following are required.

Brokers must include the phrase; "Potential short sale. All offers subject to lender approval" in the REMARKS provided the lender has indicated they are willing to participate in a short sale.

The Broker must also have an authorization signed by the seller allowing the lender to discuss the mortgage with the listing company.

AGENT REMARKS to include: "All offers subject to lender approval. Commission may be adjusted by lender and shared proportionally by listing and selling broker".

The "Potential Short Sale" box must be checked under Terms of Sale on the Features List.

The Broker must be able to support the List Price entered into the MLS with comps or other supporting documentation.

Under Remarks: Potential Short Sale, all offers subject to lender approval. You may change the wording "Potential Short Sale" to "Approved Short Sale" only when the Listing Broker has documented approval from a Lender and Seller on an acceptable list price.

Listings that are not Potential Short Sales should not have the words "Short Sale" in the Remarks or Agent Remarks.

Fine on the 6th day of \$25.00; increased to \$50.00 on the 11th day; and additional fine of \$100.00 after the 30th day and Navica access will be disabled.

Section 20.1.7: Foreclosure Listing Fines

The following are required.

Foreclosure box must be checked under Terms of Sale. The notice of the Right of Redemption must be in the Remarks. If the Right of Redemption has expired that should be in Remarks.

Listings that are not Foreclosures should not have the word “Foreclosure” in the Remarks or Agent Remarks.

Fine on the 6th day of \$25.00; increased to \$50.00 on the 11th day; and additional fine of \$100.00 after the 30th day and Navica access will be disabled.

Section 20.1.8: Specific MLS Listing Field Entry Fines

Non-Zero fields: The following fields may not be zero or blank:

- 1) Buyer/Brk. Comm Field - must be a percentage or a flat dollar fee.
- 2) Apx Living Area - the actual square footage.

The source of the Apx Living Area is to be entered in the Agent Remarks.
Building Sq. Ft.- (Commercial only)-the actual square footage of the primary building.

The source of the Building Sq. Ft. is to be entered in the Agent Remarks.

- 3) Apx Acreage (Land & Lots only) - the acreage of the parcel.
- 4) Selling Price - the actual selling price.
- 5) Year Built - the year built. If the year built cannot be determined enter 9999. PPIN – may not be zero or blank.

Fine on the 6th day of \$25.00; increased to \$50.00 on the 11th day; and additional fine of \$100.00 after the 30th day and Navica access will be disabled.

Section 20.1.9: PPIN Field Entry Fines

Must contain the PPIN of the property if the property is in Baldwin County. If a PPIN has not been issued for an individual lot in a new subdivision you may enter NEW SUB. On preconstruction condos you may enter PRE CONST.

If the listing is located in another county in Alabama, you may enter that county name. Example: MOBILE for Mobile County listings.

If the listing is in another state, you may enter the county name (or abbreviate the county name) and it must end with a space and the two-character state code.

Example: ESCAMB FL for Escambia County Florida listings.

If the listing is for an ongoing business where no land is being sold enter BUSINESS as the PPIN code.

Codes such as Unknown; New; New Const; FL; Florida are NOT allowed.

Fine on the 6th day of \$25.00; increased to \$50.00 on the 11th day; and additional fine of \$100.00 after the 30th day and Navica access will be disabled.

Section 20.1.10: Miscellaneous Fines

Defined as including, but not limited to:

- 1) Signs must be removed from Expired Listings within 5 calendar days of the listing expiration date
- 2) Room Sizes - required on all residential listings (Single Family, Multifamily & Condo) Except Residential Leases. At a minimum Living area, Kitchen/Dining area, and all Bedrooms.
- 3) Association or Condo Dues - Required on all Condo/Multifamily Listings,
- 4) Monthly Fees- (Single Family only) required if there are fees for the subdivision.
- 5) Enter zero if there are no subdivision fees.
- 6) Waterfront as opposed to Water View or Water Access - Read the Property Definitions for Descriptions.
- 7) Directions to the Property are required - The directions lines are for directions only. Directions must have a starting point: crossroads or easily identifiable landmark. Fine for no directions; no starting point; or any comments other than directions.
- 8) Entering incorrect data in the listing and selling office/agent fields.
- 9) Not marking Mobile Home or Manufactured Home on Mobile Homes or Manufactured Homes.

Entering a lockbox code in the MLS - Lockbox Codes are not allowed in the MLS. Fine on the 6th day of \$25.00; increased to \$50.00 on the 11th day; and additional fine of \$100.00 after the 30th day and Navica access will be disabled.

Section 20.1.11: Allowed Comments in REMARKS

The Remarks may only be used to describe the property and to describe the features when

“Other-See Remarks” is chosen under the Features List.

Remarks and Agent Remarks may not contain email addresses, phone numbers, or URLs.

The following are the only other comments that are allowed in the Remarks:

- 1) A statement about any ownership in the property or a close personal relationship with the property owner such as “Owner is a licensed Real Estate Broker”.
- 2) The following comment “Contact Agent for Seller Concessions”. The concessions must be described in the AGENT REMARKS.
- 3) Value Range Marketing: The highest price in the range must be entered into the List Price and the VRM explanation entered as the first line in the Remarks.
- 4) The following remarks are allowed: Under REMARKS: “Potential short sale, all offers subject to lender approval”. If you enter the above in Remarks the following must appear in AGENT REMARKS: “Commission may be adjusted by lender and apportioned between Listing and Selling Brokers”.
- 5) On Proposed Construction the following must be the first line in REMARKS.
“Proposed Construction. House not built. Drawing is representative” or something substantially similar.
- 6) The Builder Company name and Brand Name for appliances, etc., may be entered in the Remarks.
- 7) Notice of the Right of Redemption or expiration of the Right of Redemption on Foreclosure listings.

Section 20.1.12: Third Parties in Remarks & Agent Remarks Fines

Remarks or Agent Remarks may not specifically reference a third party, such as Relocation Company, Mortgage Company, Auction Company, or a company handling a foreclosure. The Agent Remarks may state, “Contact listing agent for specific information on making offers, or special financing”. Specific instructions may be uploaded on an Attached Document which does address a third party by name.

Fine on the 6th day of \$25.00; increased to \$50.00 on the 11th day; and additional fine of \$100.00 after the 30th day and Navica access will be disabled.

Section 20.1.13: MLS Listing Photo Fines

Main View Picture (Single Family; Condo/Multifamily and Residential Lease) must be entered within 5 calendar days except where sellers expressly direct that photographs of their property not appear in MLS compilations. The Main View photo must be of the structure (no interior or beach scenes, structure only). No company signs or any identifying info may show in the photo.

No additional writing other than a Copyright notice; Camera date and time stamp; Subdivision name or Complex Name.

Listings too new for photos should have a drawing (under construction, front elevation, drawing, etc.) with the word "FACSIMILE" imprinted on the picture. Once the Certificate of Occupancy is received then the main view picture must be replaced with an actual picture of the property

Photos of completed structures as built elsewhere may not be used on proposed construction. Company Logos may not be used as listing photos in the MLS.

Fine on the 11th day of \$25.00; increased to \$50.00 on the 30th day; and additional fine of \$100.00 after the 60th day and Navica access will be disabled.

Section 20.1.14: MLS Agent Photo Fines

An agent photo is to be a photo of the Agent or the Company Logo.

Fine on the 11th day of \$25.00; increased to \$50.00 on the 31st day; and a fine of \$100.00 and Navica access will be disabled.

Section 20.1.15: MLS Listing Additional Documents Fines

May not contain Company Logos, Agent Photos, Names, Telephone numbers, Addresses, Email addresses, Websites, or other identifying info.

Fine on the 11th day of \$25.00; increased to \$50.00 on the 31st day; and a fine of \$100.00 and Navica access will be disabled.

Section 20.1.16: MLS Listing Virtual Tour Fines

No Company Logos, Agent Photos, Names, Telephone numbers, Addresses, Email addresses, Websites, or any identifying info may show on the virtual tour.

Fine of \$25.00 on the 11th day; fine of \$50.00 on the 31st day and a fine of \$100.00 and Navica access will be disabled.

Section 20.1.17: Simplified MLS Fine Table

Table 1

| | |
|---|------|
| Fine Coverage: | |
| <ul style="list-style-type: none"> • New Listings not entered within 5 days of listing agreement effective date • Pending or First Right of Refusal status not changed within 5 days of change date • Any miscellaneous change must be entered within 5 days | |
| Day 6 | \$25 |

Table 2

| | |
|---|--|
| Fine Coverage: | |
| <ul style="list-style-type: none"> • Closed / Leased listings status not updated within 5 days | |
| Day 6 | \$100 -1 st offense \$200 – 2 nd offense (\$100 for Broker / \$100 for Agent) |

Table 3

| | |
|---|---------------------------|
| Fine Coverage: | |
| <ul style="list-style-type: none"> • Property listed more than 1x (unless sale and lease scenario) • Withdrawn / Expired listing violation on 30-day rule • Short Sale listing documentation procedures not followed • Foreclosure listing documentation procedures not followed • PPIN procedures not followed • Signs removed from expired listings within 5 days of expiration date • Room sizes not documented • Association / Condo dues on all condo/multi-family listings not documented • Monthly Fees for single family not documented if fees exist • Waterfront vs. Water View / Water Access not properly used • Directions not documented correctly • Entering lockbox/gate codes in the MLS listing • Third party references in REMARKS and Agent REMARKS • Photos: Main view must be entered within 5 days and be of the structure itself (unless Land) • Photos: No company signs or identifying info allowed on photos • Photos: New construction cannot use photos of properties built elsewhere • Photos: Agent photo must be of agent or company logo • Virtual Tours cannot show company logos, names, telephone numbers, emails, etc. | |
| Day 6 | \$25 |
| Day 11 | \$50 |
| Day 30 | \$100 and Navica disabled |

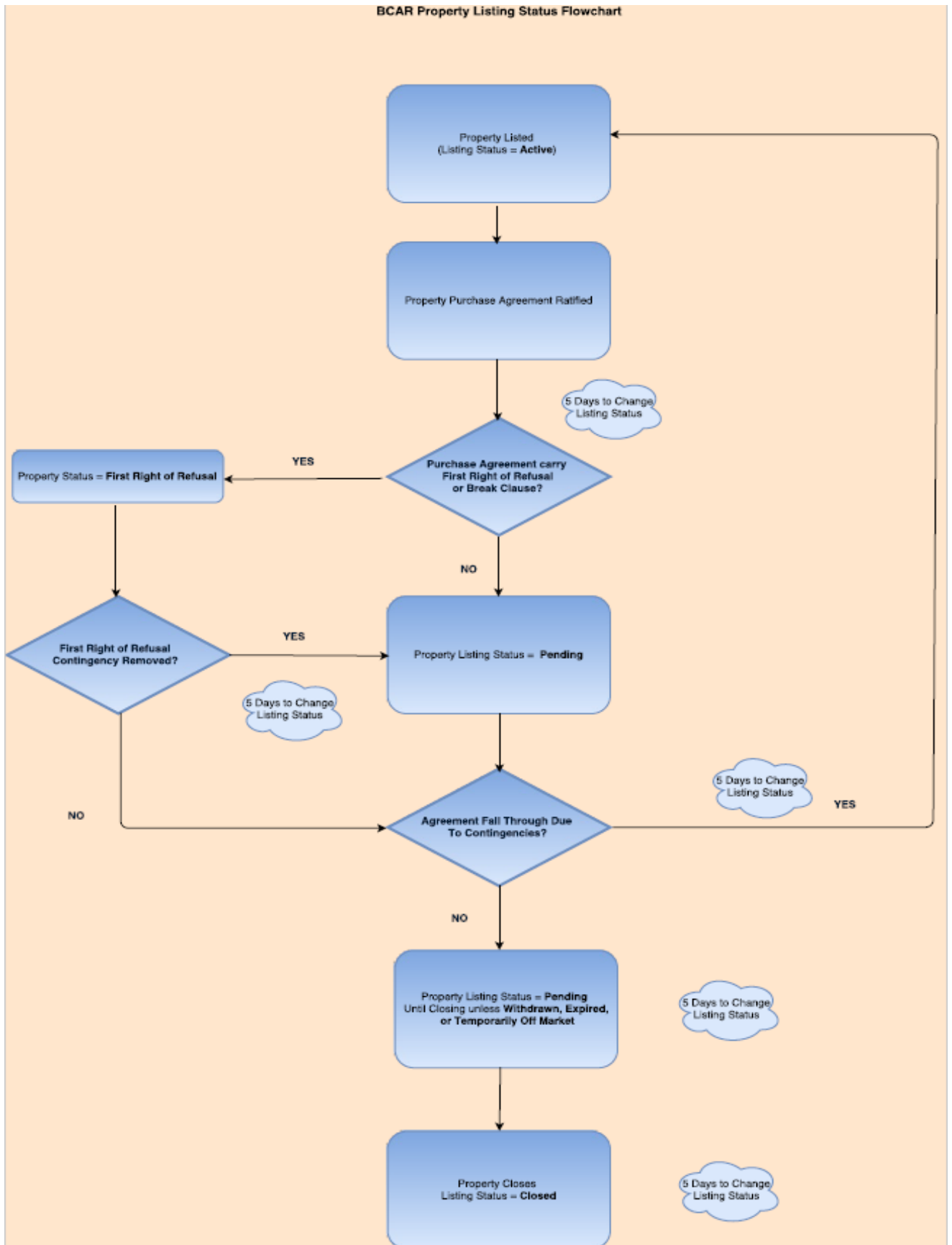
Table 4

| | |
|---|---|
| Fine Coverage: <ul style="list-style-type: none">• VOW non-compliance | |
| Level 1 | Warning notification to Broker and Consultant. Site must be under compliance within 10 days or \$25/day fine up to \$200 max |
| Level 2 | Warning notification to Broker and Consultant. Site must be under compliance within 5 days or \$250 fine (immediate if not addressed by L1) |
| Level 3 | Warning notification to Broker and Consultant. Site must be under compliance within 5 days or \$500 fine (immediate if not addressed by L2) |
| Level 4 | Access to framing or downloading immediately discontinued and access to Navica terminated |

Table 5

| |
|---|
| Fair Housing Warning Violations |
| Fair Housing warnings are received when certain keyword are mentioned in a listing. The automated rule and the keyword table do not take into account the context these keywords are used in. An example might be something as simple as putting “property has wheelchair ramp”. The use of “wheelchair” will trigger the warning notice but the context it’s being used in is acceptable. A full list of Fair Housing keywords to be aware of is located in Navica under Resources/Documents |

Section 20.1.18: BCAR Listing Status Flowchart



Section 20.2: MLS Property Definitions

The following property Definitions are to be incorporated and made a part of the Rules and Regulations of the Baldwin County Association of REALTORS® Multiple Listing Service, Inc.

Section 20.2.1: CONDOMINIUM UNIT OR HOME CRITERIA ON WATERFRONT LISTINGS

- Pertains to the unit or home listed, not to the complex or subdivision.

Section 20.2.2: GULF FRONT, BAYFRONT OR WATERFRONT OF ANY DESCRIPTION

- Direct on the body of water, Deeded to the high water line, no house, condominium units, structure, bridge or road, between listed property and the body of water. (Swimming pools and associated structures i.e. pump house, utility or changing rooms excluded).

Section 20.2.3: GULF, BAY OR WATERFRONT ACCESS

- Homes or Condominium that are not water front but are in a gulf front or waterfront subdivision or complex, the home or unit is not directly on the water front.
1. Home or unit which has legally titled deeded access to the body of water.
 2. Public access, to be within ¼ mile from property entrance.
 3. If the participant marks Water Access, the participant must also mark Deeded Access or Public Access whichever is the case.

Section 20.2.4: UNIT VIEW (GULF, BAY OR WATER VIEW OF ANY DESCRIPTION)

- Home or unit which has direct or indirect views of gulf, bay or bodies of water.

Section 20.2.5: CONDOMINIUM

*UNIT, A unit within a complex which is governed by an association Board of Directors base on the condominium rules and regulations and the legal recorded condominium documents pertaining to that condominium. Units may be sold individually

* COMPLEX/STRUCTURE: the structure, pools, and all amenities are owned in common by the condominium owner's association.

Section 20.2.6: MULTI-FAMILY

Duplex; Triplex, Fourplex

- A Multi-unit structure which is deeded as one property with one tax ID number. Units may not be sold separately.

Town Home

- A Multi-unit structure in which each unit is deeded with individual tax ID numbers for each unit. Each unit may be sold separately.

Section 20.2.7: RESIDENTIAL UNIT

Contains living space with kitchen facilities and bathroom and is not used to house workers.

Section 20.2.8: SINGLE FAMILY RESIDENTIAL UNIT

Any structure designed to provide residential housing for a single family. Does not contain multiple kitchen facilities and is not used to house workers.

Section 20.2.9: MULTIFAMILY UNIT

Any structure designed to provide residential housing for more than one family- two or more residential units. Not used to house workers.

Section 20.2.10: CONDOMINIUM RESIDENTIAL

Any structure designed to provide residential housing for more than one family where the real property and improvements are commonly owned. The individual ownership is confined to the air space in a single unit.

Section 20.2.11: BEDROOM

A separately enclosed sleeping area with a closet.

Section 20.2.12: GATED COMMUNITIES

A gated community is one that restricts entry. Restriction may be by barrier arm, rolling or swinging gate, or a physically manned guard house.

Gates may be controlled or operated by resident's remote control, coded gate entry, physical presence of a guard, or timed gates or restrict access during sensitive hours. Surrounding access barriers may be walls or fences, waterways or canals, dense shrubbery or trees making access to the property difficult. By zoning regulations, the property must be a private community.

Note: This is the definition for the Baldwin County Association of Realtors, the definition of the various cities, towns or county may differ in their classification. It is the responsibility of the listing agent to ensure the status of a gated community is in line with community or city regulations prior to advertising or publishing i.e. some cities require a gated community to be totally fenced except any area not facing waterways.

Section 20.3: MLS Property Type Definitions

Section 20.3.1: Single Family

A structure designed for a single family. It may include an additional suite.

Section 20.3.1: Multifamily

Any structure designed for more than one family; Contains two or more residential units; Limited to Duplex, Triplex, Fourplex and Multiplex structures such as Townhomes. Apartment complexes are entered as Commercial.

Section 20.3.2: Condominium

Any structure that is deeded as a condominium. The specific style of the structure - Patio Home; Duplex; Tower; etc. will not change the requirement to enter the listing as Condo.

Section 20.3.4: Lots & Land

Any and all unimproved property

Section 20.3.5: Lease

Residential Rental: single family or multifamily structure for Rent/Lease.
Commercial Lease: commercial building for lease.

Land Lease: land without a building for lease.

Section 20.4 MLS Listing Section Status Codes

Section 20.4.1: Active / A

Any listing that is for sale or lease.

Section 20.4.2: First Right of Refusal / F

Used only for cases where a First Right of Refusal contingency is documented within the ratified agreement. Once this specific contingency is satisfied the listing should be switched to Pending status

Section 20.4.3: Pending / P

An offer has been accepted by the seller. There are no major contingencies other than the typical financing and inspections. The seller and the buyer have a written, agreed purchase agreement and the buyer is able to purchase once contingencies are met.

Section 20.4.4: Lease/Purchase / M

An offer has been accepted to lease the property with an option to purchase in the future.

Section 20.4.5: Leased / R

The property has been leased.

Section 20.4.6: Closed / C

The listing has been sold and title transferred.

Section 20.4.7: Withdrawn / W

The company has released the listing and no longer will market it.

Section 20.4.8: Temporarily Off the Market / T

The listing is not being marketed but, will be placed Active later

Section 20.4.9: Expired / X

The listing has reached the termination date of the listing agreement

Section 20.4.10: Deleted / D

No listing should be deleted from the MLS - Only used to correct a data entry error. Should only be used to delete a duplicate listing that has been entered under the wrong property type.

Section 20.5 / Foreclosure Information:

Foreclose: Deprive a mortgagor of the right of redemption.

Foreclosure: A proceeding in or out of court to extinguish all rights, title, and interest, of the owner(s) of property in order to sell the property to satisfy a lien against it. **Foreclosure Sale:** A sale of property used as security for a debt, to satisfy said debt.

Mobile Home or Modular Home definition

A HUD Code or a Modular Home?

Licensees should be informed when listing or selling homes built in a factory. There is a difference in a modular home and a manufactured home and instructors are asked to share this information with licensees.

The difference between a manufactured home (built to the HUD Code) and a modular home (built to the International Residential Building Code 2006) can be determined by the listing agent. Both homes are built in a factory and delivered to the site and installed. However, each home is built to a different building code.

Manufactured homes are built to the HUD Code, a federal building code, and the home has a red HUD label on the back of each section of the home. A modular home is built to the International Residential Building Code 2006 and has a state of Alabama modular insignia inside the home, usually on the electric panel box.

For definitions and more information, you may link to the Alabama Manufactured Housing Association <http://www.alamha.org/>

Section 20.6: Listing Agreement Types

Section 20.6.1: Exclusive Right-to-Sell Listing

A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker.

Section 20.6.2: Exclusive Agency Listing

A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

Section 20.7: Limited Services Broker Information

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 the cooperating broker 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

Section 20.8: Lockboxes

The Baldwin County Association of REALTORS® Multiple Listing Service uses Electronic Key & Lockbox system.

The cost of Key and Lockbox leases is determined by the contract with electronic lockbox vendor.

Every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser and qualified affiliate members who is affiliated with the MLS and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS.

Key Lease Agreements executed by non-principal brokers, sales licensees, and licensed or certified appraisers will be cosigned by the designated REALTOR or the office's broker of record. Keys may not be used under any circumstances by anyone other than the key holder.

Electronic Keys may be leased to affiliate members of the association who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the key holder and by a principal, partner, or corporate officer of the key holder's firm.

The MLS may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the association or MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

The MLS may suspend the right of lock box key holders to use lock box keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the association or MLS, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determinations include, but are not limited to:

- The nature and seriousness of the crime.

- The relationship of the crime to the purposes for limiting lock box access.

- The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity.

- The extent and nature of past criminal activity.

- Time since criminal activity was engaged in.

- Evidence of rehabilitation while incarcerated or following release.

- Evidence of present fitness.

Lock Boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically, for the purpose. Inclusion in the MLS compilations cannot be required as a condition of placing lock boxes on listed property.

Key holders and their cosignatories are jointly obligated to immediately report lost, stolen, or otherwise unaccountable keys to the MLS. Upon receipt of notice, the MLS shall take any steps deemed necessary to re-secure the system.