

# RULES AND REGULATIONS FOR AN MLS SEPARATELY INCORPORATED BUT WHOLLY OWNED BY THE DIXIE-GILCHRIST-LEVY COUNTIES BOARD OF REALTORS®, INC.

Revised and Adopted

2013

**Note:** For the purpose of these rules and regulations “delivered to the Service”, “delivery to the Service”, “noticed to the Service”, and “filed with the Service”, shall mean input into the Navica MLS System of the Dixie-Gilchrist-Levy Multiple Listing Service, Inc. This shall be different than a request to produce and deliver proof to the Service, which shall mean an actual copy of the requested document shall be delivered to the Dixie-Gilchrist-Levy Counties Board of REALTORS®, Inc. office. In addition, the terms “the Service”, “MLS”, and “multiple listing service” may be used interchangeably.

## LISTING PROCEDURES

**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, and are located within the territorial jurisdiction of the DIXIE-GILCHRIST-LEVY COUNTIES BOARD OF REALTORS®, INC., MLS and are taken by Participants on Exclusive Right of Sale Listing Agreement or Exclusive Brokerage Listing Agreement forms accepted by the Service shall be delivered to the Multiple Listing Service within five (5) calendar days after all the necessary signatures of seller(s) have been obtained and the listing has been accepted by the Broker. For failure to file requested documentation with the Service within one (1) business day after the request is made from the Service, a **\$100.00 a day fine shall be assessed until the requested information is filed with the Service.** (Amended 11/01)

- (a) Single family homes for sale or exchange
- (b) Vacant lots and acreage for sale or exchange
- (c) Two-family, three-family, and four-family residential buildings for sale or exchange.
- (d) Commercial listings, business opportunity and commercial vacant lots for sale or exchange.
- (e) Rentals

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

1. 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. Assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller).

The Multiple Listing Service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the Multiple Listing Service acting as Transaction Brokers, buyer agents, or non-representational agents. The listing agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service.

The different types of listing agreements include:

- Exclusive right to sell
- Exclusive agency
- Open
- Net

The Service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.

The **exclusive right-to-sell listing** is the conventional form of listing submitted to the Multiple Listing Service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

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

**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) and net listings, and it may limit its service to listings of certain kinds of property. However, 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.

**Note 3:** A Multiple Listing Service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings, but are not included in the RETS feed to outside website displays.

**SECTION 1.1. Types of Properties:** Following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker.

1. Residential
2. Residential income
3. Subdivided vacant lot
4. Land and ranch
5. Business opportunity
6. Motel-hotel
7. Mobile homes
8. Mobile home parks
9. Commercial income
10. Commercial
11. Industrial

**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) and acceptance of the broker.

**SECTION 1.2. Detail on Listings Filed with the Service:** A listing agreement or property data form, when filed with the Multiple Listing Service by the listing broker shall be complete in every detail which is ascertainable as specified on the Property Data Form. The information includes, but is not limited to: price, number of bedrooms, number of bathrooms, location, property type, dimensions, graphic or photo, parcel identification number, Section, Township, and Range, acreage or portion thereof, flood plain (if known), commission to cooperating broker, status, sales information and directions contained herein of these Rules and Regulations. . Enforcement of rules or disputes is per Section 9 and Section 9.1

**(a) Directions:** Directions should have enough detail so that the property can be easily found by following those directions. **Incomplete directions shall result in a \$25.00 fine to the Participant.** If directions are too complicated to give, Participant should deliver to the service a detailed map and an explanation why directions cannot be given.

- (b) Agent, Broker, or Office Reference:** No reference to an agent, broker, office or virtual tour links can be made on a listing page except for the following locations:
1. "Office" and "Agent" fields in the data base
  2. In the "Directions" field, references to the listing office's sign may be made and can include the Office Name one time.
  3. Office Logo when uploaded from the "Logo" upload in the "My Preference" Command Tab.
  4. **ALL FIELDS** (excluding Agent Comments) **cannot** say "call listing agent", "call listing agent only", "call listing office", or any variation thereof.
  5. Virtual tour links shall be placed in the Navica MLS System under the "Marketing" tab in the V Tour URL box and shall be non-branded – no reference to the offering office or agent can be placed in the virtual tour link or other web site which is joined by a hyperlink or referenced URL address in any listing sheet.

**Placement of an agent name, broker name, office name, or virtual tour link or reference to an agent, broker, office, or virtual tour link in any other location of the listing form shall result in a \$50.00 fine.**

- (c) Zeros placed in the following fields shall result in the assessment of a \$5.00 fine per field:** Number of bedrooms, Number of bath rooms, Square footage, Acreage, Lot size, Lot dimensions (equals 4 fields), Public Description, Photo or Graphic, Subdivision, and Agent Comments. If there are extenuating circumstances which prevents actual numbers from being entered, then the listing agent should make an explanation in the "Agent Comments" field. The explanation should enable another Participant of the Service to show the property to customers and clients with full knowledge of the property. No fine will be assessed if the explanation is of sufficient nature to enable showing of the property. If you are notified you have been assessed a fine you have five calendar days to correct the error or omission. **A fine of \$5.00 shall be assessed and an additional \$5.00 fine shall be assessed every five (5) calendar days until the information is placed on the system.**

- (d) Data Entry and Forms:** The property data forms for any type of listing can be found in the Navica MLS System under the Resources Command Menu Tab then choose "Input Forms". If an agent would like to submit a completed listing form to the office for the MLS Board to enter on behalf of a Participant, the fee to the Board will be \$25.00. The Participant is responsible for providing a graphic of the listing in a BMP, JPEG, or TIFF format. **Unless otherwise specified, entering false information into any field of the database shall result in a \$25.00 fine.**

- (e) Dividing Property:** When dividing a parent tract, the seller and the broker will have an idea as to the dimensions and acreage the new parcel will have. You must have some general idea of the dimensions and acreage to be able to market the property. If you have to wait on a survey to be completed or to gather further information to locate the parcel and determine the dimensions and acreage, then you cannot enter the listing until that information is determined.

Otherwise, enter zeros in the dimension fields and in “Agents Comments” enter the approximate dimensions of the parcel and an estimate of the acreage. Give sufficient details to allow other Participants to show the property to customers and clients. **Failure to provide sufficient information to other Participants to show property shall result in a \$5.00 fine (per missing field).**

- (f) **Public Description Field:** Keep in mind that this information is what will auto-populate all of your flyers, [Realtor.com](http://Realtor.com), etc. **This is a mandatory field.** If you do not want to include a Public Description, you must enter “NONE”. **A \$5.00 fine shall be assessed if this field is blank.**
- (g) **Unauthorized Access to the MLS (Navica) System:** It is a **\$1,000.00 fine for the first offense of allowing improper use of the MLS database.** Improper use of the MLS database is defined as, but not limited to: allowing access to the system by giving unauthorized persons a disk, a download, access to an authorized computer, access to confidential system information such as an agent data sheet or a password or access to lock box codes, keys and/or access to any properties listed in the DGL MLS to non-Participants, non-Subscribers and/or members of the public.. **The second offense shall be a \$2,000.00 fine, including suspension or expulsion. Participant may reapply for membership after one year from effective expulsion date.**
- (h) **Graphics and Photos:** Each listing must contain a graphic or photo unless sellers expressly direct that photographs or graphics of their property not appear in MLS compilations.. No reference is to be made of the listing office or agent. If there is a structure (i.e.: barn, home, shed, pump house, etc.) the listing must contain a photo of the main structure. If the listing is vacant land, the graphic may be a plat, survey, or aerial of the property. The graphic or photo shall be delivered to the Multiple Listing Service within five (5) calendar days after all the necessary signatures of seller(s) have been obtained and the listing has been accepted by the Broker. **A fine of \$5.00 shall be assessed and an additional \$5.00 fine shall be assessed every five (5) calendar days until a graphic or photo is placed on the system.**
- (i) **Listing Multiple Unit Properties:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing in the “Agents Comments” field. It is the Participant’s choice to enter a separate listing for all lot numbers showing in the “Agent Comments” field. If entered collectively in one listing under the “Agents Comments” field then when part of a listed property has been sold (pending), proper notification should be given to the Multiple Listing Service. This notice will take the form of entering the pending lot as a new listing and immediately changing it from Active to a Pending status. **Status must be corrected to both listings within 24 hours or a \$100.00 fine shall be assessed upon notification to the Service.**
- (j) **Listings in Multiple Categories:** Listings may be entered into more than one category provided the following procedures are adhered to:

1. Each entry must cross reference the listing numbers of other corresponding entries.
  2. When sold, the sales data will only be entered into one listing and the other listings are to be withdrawn stating the MLS number of the listing that contains the sales data.
- (k) If listing multiple unit properties or listings in multiple categories or a combination of thereof, each listing must be able to stand alone.
- (l) If the status changes, Section 1.4 will apply separately to each listing of the property.

**Section 1.2.1** Any fines imposed are subject to due process procedures in that when any individual is administrative sanctioned (such as with a fine), before fulfilling any sanction, that individual must be afforded the opportunity to request a professional standards hearing and the opportunity to request an appeal of the hearing panel's decision, per Section 9.1 Violations of Rules and Regulations.

**SECTION 1.2.1 – Limited Service Listings:** Listing agreements under which the listing broker will not provide one, or more, of the following services:

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

- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. (Adopted 5/01) **Failure to disclose Limited Service Listing information in Agent Comments may result in a \$100.00 fine.**

**SECTION 1.2.2 – MLS Entry-only Listings:** Listing agreements under which the listing broker will not provide any of the following services:

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g. EO) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. **Failure to disclose MLS Only listing information in the Agent Comments may result in a \$100.00 fine.**

**SECTION 1.3. Exempted Listings:** If the seller does not wish his property to be disseminated by the Service, the Participant may take the listing ("office exclusive"). The listing Participant must obtain a written directive from the customer requesting the listing NOT be disseminated by the Service. If requested, the Participant must submit a copy of the written request from the customer to the Service for verification. This written notice must be delivered to the Service within twenty-four (24) hours (except weekends, holidays, and postal holidays) of the Participant receiving the request from the Service. **Failure to file such change with the Service within 24 hours shall result in a fine of \$100.00 to the Participant.**

**SECTION 1.4. Change of Status of Listing:** Any change in listed price, status (active to pending, active to backups wanted, backups wanted to pending, pending to sold, expired to active, etc.), or other change in the original listing agreement shall be made when proper documents are filed with the Service within twenty-four (24) hours (except weekends, holidays, and postal holidays) after the authorized change is received by the listing broker. **Failure to file such change with the Service within 24 hours shall result in a fine of \$100.00 to the Participant.**

**SECTION 1.5. Withdrawal of Listing Prior to Expiration:** Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the Service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal. Notice must be delivered to the Service within twenty-four (24) hours (except weekends, holidays, and postal holidays) of the Participant receiving the request from the Service. **Failure to file such change with the Service within 24 hours shall result in a fine of \$100.00 to the Participant.**

Sellers do not have the unilateral right to require 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 may remove the listing at the request of the seller. The listing will be withdrawn in status and effect, but will remain in the MLS database for historical purposes only.

If an agent changes their affiliation with a Participant and desires to list with another Participant, an email request must be sent to the Service along with a faxed copy of the 2050 form sent to DBPR. If any listings are to move with the agent, a separate letter or email must come from both brokers itemizing the listings by MLS number. The Service will then email the request to Navica to make changes.

**SECTION 1.6. Contingencies Applicable to Listings:** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants. **Failure to notice the Service shall result in a \$25.00 fine to the Participant.**

**SECTION 1.7. Listing Price Specified:** The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction or short sale/bank terms.



**SECTION 1.8. Listing Multiple Unit Properties:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the MLS.

**SECTION 1.9. No Control of Commission Rates or Fees Charged by Participants:** The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commission or fees between cooperating Participants or between Participants and non-Participants.

**SECTION 1.10. Expiration of Listings:** Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the broker shall notice the extension or renewal to the Service within twenty-four (24) hours of renewal or extension being signed by the seller(s) and accepted.

**SECTION 1.11. Termination Date on Listings:** Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

**SECTION 1.12. Jurisdiction:** Only listings of the designated types of property located within the jurisdiction of the DIXIE-GILCHRIST-LEVY COUNTIES BOARD OF REALTORS®, INC., are required to be submitted to the Service. Listings of property located outside the DIXIE-GILCHRIST-LEVY COUNTIES BOARD OF REALTORS®, INC., jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service.

**SECTION 1.13. Listings of Suspended Participants:** When a Participant of the Service is suspended from the MLS for failing to abide by a Membership duty (i.e., violation of the Code of Ethics, Board bylaws, MLS bylaws, MLS rules and regulations, or other Membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective.

If a Participant has been suspended from the Board (except where MLS participation without Board Membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended

Participant's listing from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

**SECTION 1.14. Listings of Expelled Participants:** When a Participant of the Service is expelled from the MLS for failing to abide by a Membership duty (i.e., violation of the Code of Ethics, Board bylaws, MLS bylaws, MLS rules and regulations, or other Membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant, shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board (except where MLS participation without Board Membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

**SECTION 1.15. Listings of Resigned Participants:** When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his clients.

## **SELLING PROCEDURES**

**SECTION 2. Showings and Negotiations:** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple Listing Service shall be conducted through the listing broker, except under the following circumstances:

- (a) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (b) If after reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, it is the listing broker's option to preclude such direct negotiations by cooperating brokers.

**SECTION 2.1. Presentation of Offers:** The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

**SECTION 2.2. 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.

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

**SECTION 2.3. Right of Cooperating Broker in Presentation of Offer:** The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's rights to control the establishment of appointments for such presentations.

**SECTION 2.4. Right of Listing Broker in Presentation of Counter-Offer:** The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

**SECTION 2.5. Reporting Sales to the Service:** Status changes, including final closing of sales, shall be reported to the Multiple Listing Service by the listing broker within twenty-four (24) 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 twenty-four (24) hours after occurrence and the listing broker shall report them to the MLS within twenty four (24) hours after receiving notice from the cooperating broker. (Amended 11/08). **Failure to comply with this provision shall result in a fine of \$100.00 to the Participant.**

**Note:** The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final

closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its Participants.

**SECTION 2.6. Reporting Resolutions of Contingencies:** The listing broker shall report to the Multiple Listing Service within twenty-four (24) hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement is canceled.

**SECTION 2.7. Advertising of Listings Filed with the Service:** A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

**SECTION 2.8 - Reporting Cancellation of Pending Sale:** The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale, and the listing shall be reinstated immediately. **Failure to change the status of the listing within twenty-four (24) hours shall result in a \$100.00 fine to the Participant.**

**SECTION 2.9. Disclosing the Existence of Offers:** Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, *if asked*, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. (Amended 11/08)

**SECTION 2.10. Availability of Listed Property:** Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 11/05)

## **REFUSAL TO SELL**

**SECTION 3. Refusal to Sell:** If the seller of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

## **PROHIBITIONS**

**SECTION 4. Information for Participants Only:** Any listing filed with the Service shall not be available to any broker or firm not a Member of the MLS without the prior consent of the listing broker. This includes, but is not limited to handing out the Agent's printout of the MLS listing sheet. **The fine for the unauthorized distribution shall be \$1,000.00 for the first offense and \$2,000.00 for the second offense with possible suspension or expulsion. Participant may reapply for membership after one year from effective expulsion date.**

**SECTION 4.1. For Sale Signs:** Only the "For Sale" sign of the listing broker may be placed on the property.

**SECTION 4.2. Sold Signs:** Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

**SECTION 4.3. 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.

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

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

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

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

**SECTION 4.4 Use of the Terms MLS and Multiple Listing Service:** No MLS participant, subscriber, or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. (Adopted 11/07)

## **DIVISION OF COMMISSION**

**SECTION 5. Compensation Specified on Each Listing:** The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly 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 a Board 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 compensation specified on listings filed with the MLS shall appear in one of two forms. The essential and appropriate requirement by an association MLS is that the information to be published shall clearly inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

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

**Note:** While MLSs are not required to authorize participants to offer cooperative compensation based on net sales prices, those that do permit such offers must define "seller concessions" for purposes other than new construction, unless that term is defined by applicable state law or regulation. The following definition of "seller concessions" is suggested but not required for adoption.

Points paid by seller on behalf of the buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed down payment assistance, additions or alterations not

considered deferred maintenance , and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed upon monetary value  
Adopted 5/12

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

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.

**Note 1:** The Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the Service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The MLS 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 MLS 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. (Adopted 11/05)

**Note 6:** Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as

**Note 7:** While MLSs are not required to authorize participants to offer cooperative compensation based on net sales prices, those that do permit such offers must define “seller concessions” for purposes other than new construction, unless that term is defined by applicable state law or regulation. The following definition of “seller concessions” is suggested but not required for adoption.

Points paid by seller on behalf of the buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed down payment assistance, additions or alterations not considered deferred maintenance, and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed upon monetary value  
Adopted 5/12

A transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers. (Amended 5/09) **Failure to disclose terms of the short sale in agent comments may result in a fine of \$100.00**

**SECTION 5.01. Disclosing Potential Short Sales** Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all lens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants.

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

**SECTION 5.1. 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 5.2. 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 5.3. Dual or Variable Rate Commission Arrangements:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by adding a disclosure to Agent Comments covering the terms of the dual or variable commission arrangements. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. **Failure to publish disclosure of dual or variable rate commission arrangement in Agents Comments shall result in the Participant being assessed a \$100.00 fine.**

## **SERVICE CHARGES**

**SECTION 6. Service Fees and Charges:** The following service charges for operation of the MLS are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

- (a) **Initial Participation Fee:** An applicant for participation in the Service shall pay a one time only, non-refundable application fee which will accompany the application.
- (b) **Recurring Participation Fee:** The annual participation fee of each Participant shall be an amount equal to the current monthly MLS fees times 12 months times each salesperson, and appraiser's trainee or apprentice, a 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 or affiliated trainee or apprentice seeking licensure or certification as real estate appraisers who are employed by or affiliated as an independent contractor with such Participant. All MLS fees, dues and charges including, but not limited to initial application fee, recurring dues, listing service fees, subscription fees, fines, etc., shall be assessed to the MLS Participant. None of the foregoing is intended to preclude the MLS Participant from being reimbursed by affiliated licensees for fees, dues, fines or changes, etc., incurred on their behalf pursuant to any in-house

agreement that may exist. Payment of such fees shall be made on or before the first day of the fiscal year of the Multiple Listing Service. This fee is to be paid regardless of the number of listings submitted. Fees can be paid monthly, quarterly, semi-annually or annually, but they must be current and up-to-date for Participant to utilize the services provided by MLS. Monthly MLS fees are due on the first of each month with a fourteen day grace period. The monies MUST be in the DGL Board office by 5:00 pm EST on the 15<sup>th</sup> of each month, services will be disconnected on the 16<sup>th</sup> and there will be a \$50.00 reconnect fee thereafter. If fees are not brought current by the first of the following month, Participant's and Subscriber's listings will be withdrawn from the Multiple Listing Service. Upon full restitution of past due fees, reentry of withdrawn listings will be the responsibility of Participant and Subscriber.

## **COMPLIANCE WITH RULES**

**SECTION 7. Compliance with Rules – Authority to Impose Discipline:** By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000.00
- e. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than on (1) year
- g. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years (Adopted 11/07)

**SECTION 7.1. Compliance with Rules** - The following action may be taken for noncompliance with the rules:

- (a) For failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days notice has been given, the Service shall be suspended until service charges or fees are paid in full.
- (b) or failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

**SECTION 7.2. Applicability of Rules to Users and/or Subscribers:** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

## **MEETINGS**

**SECTION 8. 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 7, Bylaws of the Service.

## **ENFORCEMENT OF RULES OR DISPUTES**

**SECTION 9. Consideration of Alleged Violations:** The Board of Directors shall give consideration to all written complaints having to do with violations of the Rules and Regulations. (Amended 2/98)

**SECTION 9.1. Violations of Rules and Regulations:** If the alleged offense is a violation of the rules and regulations of the Service and does not involve a charge of alleged 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 Service and if a violation is determined, the Board of Directors of the Service may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the professional standards committee of the Board in accordance with the bylaws of the Board of REALTORS®.

If, rather than conducting an administrative review, the Board of Directors of the Service has a procedure established to conduct hearings, the decision of the hearing tribunal may be appealed to the Board of Directors of the of the Board 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 Board, except that if the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Board of the Board of REALTORS®.

**SECTION 9.2. Complaints of Unethical Conduct:** All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Board's bylaws.

## **CONFIDENTIALITY OF MLS INFORMATION**

**SECTION 10. Confidentiality of MLS Information:** Any information provided by the MLS to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

**SECTION 10.1. MLS Responsibility for Accuracy of Information:** The information published and disseminated by the Service is communicated verbatim, without charge 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.

## **OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS**

**Note:** The term MLS compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing content is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file, on-line data, or any other format whatsoever.

**SECTION 11.** 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 any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (Amended 5/06)

**SECTION 11.1.** All right, title and interest in each copy of every Multiple Listing compilation created and copyrighted by the DIXIE-GILCHRIST-LEVY COUNTIES BOARD OF REALTORS®, INC. and in the copyrights therein, shall at all times remain vested in the DIXIE-GILCHRIST-LEVY COUNTIES BOARD OF REALTORS®, INC.

**SECTION 11.2.** Each Participant shall be entitled to lease from the DIXIE-GILCHRIST-LEVY COUNTIES BOARD OF REALTORS®, INC. 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 copy the rental fee set by the Board.

This section should not be construed to require the participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the association.

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

## **USE OF COPYRIGHTED MLS COMPILATIONS**

**SECTION 12. Distribution:** Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Board of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by a Board MLS 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 MLS where access to such information is prohibited by law.

**SECTION 12.1. Display:** Participants and those persons affiliated as licensees with such Participants shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

**SECTION 12.2. Reproduction:** Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

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

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective

purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparable sales, or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that a Board-owned MLS has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest.

The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intends to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the types of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser. Reproduction and/or distribution of an **AGENT INFORMATION DATA SHEET to an unlicensed, unauthorized individual, office, or firm shall result in a \$1,000.00 fine.**

**Prospective purchasers and clients may be given the PUBLIC INFORMATION DATA SHEET ONLY.**

## **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 of its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

"This representation is based on information from the DIXIE-GILCHRIST-LEVY COUNTIES BOARD OF REALTORS®, INC. or its MULTIPLE LISTING SERVICE for the period (date) through (date). Neither the Board nor its MLS guarantees or is in any way responsible for its accuracy. Data maintained by the Board or its MLS may not reflect all real estate activity in the market."

## **CHANGES IN RULES AND REGULATIONS**

**SECTION 14. Changes in Rules and Regulations:** Amendments to the rules and regulations of the Service shall be by consideration and approval and shall be by a majority vote of the Board of Directors of the MLS, subject to final approval by the BOARD OF DIRECTORS OF THE DIXIE-GILCHRIST-LEVY COUNTIES BOARD OF REALTORS®, INC.

## **ARBITRATION OF DISPUTES**

**SECTION 15. Arbitration of Disputes:** By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standards of Practice 1 7-4 of the Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants, subject to the following qualifications.

- (a) If all disputants are Members 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 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 FLORIDA ASSOCIATION OF REALTORS®.

**INTER-BOARD ARBITRATION PROCEDURES:** 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.

## **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 MLS Participants have with clients. (Amended 1/04)

**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 representatives 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. (Amended 1/04)

**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/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS 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 from listing brokers through offers to cooperate made through Multiple Listing Services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by the listing broker. (Amended 11/01)

**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 a 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. (Amended 1/04)

**SECTION 16.9.** MLS Participants are free to enter into contractual relationships or to negotiate with seller/landlords, buyers/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.** When MLS Participants are contacted by the client of another MLS Participant regarding the creation 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 (principal brokers) and shall not compensate nor 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 precluded from making general announcements to prospective clients 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. (Amended 1/04)

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. (Amended 1/04)

**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. (Amended 1/04)

**SECTION 16.14.** MLS Participants, acting as buyer 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. (Amended 1/04)

**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. (Amended 1/04)

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. (Amended 1/04)

**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 (i.e., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. 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. (Amended 1/04)

**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 to the listing broker's agreement to modify the offer of compensation. (Amended 1/04)

**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, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. (Amended 1/04)

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 agreement, except with the consent of the prospects' exclusive representatives or at the direction of the prospects. (Amended 1/04)

**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 client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assign ability of exclusive agreements. (Adopted 1/98, Amended 1/10)

**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 businesses, or their business practices. Amended 01/12

**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 firms name and the licensee's state(s) of licensure in a reasonable and readily apparent manner (Adopted 11-07)

**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:

1. Engage in deceptive or unauthorized framing of real estate brokerage websites
2. Manipulate (e.g. presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
3. Deceptively use metatags, keywords or other devices/methods to direct, drive, or divert internet traffic,
4. Present content developed by others without either attribution or without permission or otherwise mislead consumers (Amended 01/13)

**Section 16.25** The services which MLS 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 identified to the client and their contribution to the assignment should be set forth. (Adopted 11/09)

## **ORIENTATION**

**SECTION 17.** Any applicant for MLS participation and any licensee including licensed or certified appraisers, apprentices, trainees, subscribers and users which include office assistants, clerical staff, and/or licensed and unlicensed personal assistants affiliated with an MLS Participant who has access to and use of MLS-generated information may complete an orientation program of no more than four (4) classroom hours devoted to the MLS bylaws, rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS.

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancement and/pr changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated additional training remotely. (Adopted 11/09)

## **INTERNET DATA EXCHANGE (IDX)**

**SECTION 18. IDX Defined:** IDX affords MLS Participants the ability to authorize limited electronic display of their listings by others participants (Amended 5/12)

**SECTION 18.1: Authorization:** Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participants' 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. (Amended 5/12)

**SECTION 18.2. 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. (Amended 5/12)

**SECTION 18.2.1.** Participants must notify the MLS of their intention to display IDX information and must give to the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12)

**SECTION 18.2.2.** MLS participants may not use IDX provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12)

**SECTION 18.2.3.** Listings including property addresses can be included in IDX displays except where sellers have directed their listing brokers to withhold their listing or the listings property address from all display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) (Amended 5/12)

**SECTION 18.2.4.** Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property, (e.g. condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g. exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant. (Approved 11/06)

**SECTION 18.2.5.** Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every three (3) days. (Amended 5/12)

**SECTION 18.2.6.** Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 5/12)

**SECTION 18.2.7.** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules (Amended 5/12)

**Section 18.2.8.** Any IDX display controlled by a participant or subscriber that

(a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

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

**Section 18.2.9.** Participants shall maintain a means (e.g.; e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property, Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 5/12)

**SECTION 18.3. Display:** Display of listing information pursuant to IDX is subject to the following rules:

**SECTION 18.3.1:** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (i.e.: cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. (Amended 5/12)

**SECTION 18.3.1.1.** The type of listing agreement (i.e.: exclusive right-to-sell, exclusive agency, etc.) may not be displayed. (Amended 5/12)

**SECTION 18.3.2.** Participants shall not modify or manipulate information relating to other Participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields. (Approved 5/05)

**SECTION 18.3.3.** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (eg. "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 05/12)

**SECTION 18.3.6.** Deleted November 2006

**SECTION 18.3.7..** All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (eg 'thumbnails', text messages, 'tweets', etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/21)

**SECTION 18.3.8.** 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 (eg 'thumbnails, Text messages, 'tweets', etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

**SECTION 18.3.9** 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. (Amended 5/12)

**SECTION 18.3.10.** The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

**SECTION 18.3.11.** Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLSs. 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 (eg "thumbnails", text messages, "tweets", etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures (Amended 5/12)

**SECTION 18.3.12.** Display of expired, withdrawn, pending and sold listings is prohibited. (Amended 11/09) consumers.

**SECTION 18.3.13.** Display of seller's(s) and/or occupant's(s) name(s), phone number(s), and e-mail addresses(es) is prohibited.

**Section 18.3.14** Participants are required to employ appropriate security protection such as firewalls on their website and displays provided that any security measures required may not be greater than those employed by the MLS (Amended 5/12)

**SECTION 18.3.15** 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. (amended 5/12)

**SECTION 18.3.16** Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For

purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

**SECTION 18.4. Service Fees and Charges:** Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Adopted 11/01, Amended 5/05)

## **VIRTUAL OFFICE WEBSITES (VOWS)**

### **SECTION 19.1. VOW Defined**

- a. A "Virtual Office Website" (VOW) is a participant's Internet website, or a feature of a participant's website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant's oversight, supervision and accountability.
- b. As used in Section 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 Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a participant.
- c. "Affiliated VOW Partner: (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant's supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- d. As used in Section 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.**



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

### **SECTION 19.3.**

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps:
  - 1. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
  - 2. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
  - 3. The participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one user name and password.
- b. The participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such

records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.

- c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. **Failure to provide requested information to MLS within three (3) business days may result in a \$100.00 fine.**
- d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
  - 1. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
  - 2. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
  - 3. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
  - 4. that the Registrant will not copy, redistribute, or retransmit and y fo the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
  - 5. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

**SECTION 19.4** A participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the participant to ask questions or get more information about any property displayed on the VOW. The participant or a non-principal broker or sales licensee licensed with the participant must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that participant and displayed on the VOW.

**SECTION 19.5** A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

**SECTION 19.6**

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

**INTERNET DISPLAYS:** I understand and acknowledge that, if I have elected under option "(A)" to withhold authorization to display the listed Property on the Internet, consumers who conduct searches for listings on the Internet will not see information about the listed Property in response to their search.

(A) The Broker \_\_\_\_\_(initial) is or \_\_\_\_\_ (Initial) is not authorized to display the listed Property on the Internet. (If Broker is not authorized to display listed Property on the Internet, then (B), (C), and (D) do not apply.)

(B) The Broker \_\_\_\_\_(initial) is or \_\_\_\_\_(initial) is not authorized to have the address of the listed Property displayed on the Internet

(C) The Broker \_\_\_\_\_(initial) is or \_\_\_\_\_(initial) is not authorized to have the automated value of the listed Property displayed on a Broker's Virtual Office Website (VOW) on the Internet.

(D) The Broker \_\_\_\_\_(initial) is or \_\_\_\_\_(initial) is not authorized to have blogging of the listed Property displayed on a Broker's Virtual Office Website (VOW) on the Internet.

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

#### **SECTION 19.7.**

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

**SECTION 19.8.** A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VPOW. The participant shall correct or remove any false information relating to a specific property within forty-eight (48) hours following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**SECTION 19.9.** A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.

**SECTION 19.10.** Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS®, VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity.

**SECTION 19.11.** A participant's VOW must display the participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**SECTION 19.12.** A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

**SECTION 19.13.** A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.

**SECTION 19.14.** A participant may operate more than one VOW themselves or through an AVP. A participant who operates their own VOW may contract with an AVP to have the AVP operate other VOWs on their behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and accountability of the participant.

**SECTION 19.15.** A participant's VOW may not make available for search by or display to Registrants any of the following information:

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

**SECTION 19.16.** A participant shall cause to be placed on their VOW a notice indicating that the MLS listing information displayed on the VOP is deemed reliable, but is not guaranteed accurate by the MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or MLS from liability.

**SECTION 19.17.** 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 19.18.** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**SECTION 19.19.** Where a seller affirmatively directs his or her 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 forty-eight (48) hours.