

HARLINGEN BOARD OF REALTORS®  
MULTIPLE LISTING SERVICE  
RULES AND REGULATIONS  
August, 2008

## 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 multiple listing service, and are taken by participants on exclusive agency listing and exclusive right to sell listing forms shall be submitted to the Multiple Listing Service within two (2) working days after all necessary signatures of the seller(s) have been obtained. (Amended 11/01)

A. single family homes for sale lease or exchange

B. vacant lots and acreage for sale lease or exchange

C. two-family, three-family, and four-family residential buildings for sale, lease or exchange

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 subagents, buyer agents, or both. (Amended 11/96)

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. (Amended 11/96)

The different types of listing agreements include:

- exclusive right-to-sell
- open
- exclusive agency
- net
- exclusive right-to-lease

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. (Amended 4/92)

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

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

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

### **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: (Amended 11/91)

- residential
- residential income
- subdivided vacant lot
- land and ranch
- business opportunity
- motel-hotel
- mobile homes
- mobile home parks
- commercial income
- industrial

#### **Section 1.1.1 Listings Subject to Rules and Regulations of the Service**

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

### **Section 1.2 Details on Listings Filed with the Service**

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

#### **Section 1.2.1 Limited Service Listings**

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

- a. arrange appointments for cooperating brokers to show listed property to potential purchases 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. advertise the seller(s) as to the merits of offers to purchase
- D. assists the seller(s) in developing, communicating, or presenting counter-offers
- E. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g. LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

### **Section 1.2.2 MLS Entry-Only Listings**

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

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- C. advise the seller(s) as to the merits of offers to purchase
- D. assist the seller(s) in developing, communication, 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.

### **Section 1.3 Exempted Listings**

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

### **Section 1.4 Changes of Status of Listing**

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within twenty-four (24) hours (expecting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker.

### **Section 1.5 with drawl 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/MLS including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his or her exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller. (Adopted 11/96)

### **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.

### **Section 1.7 Listing Price specified**

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

### **Section 1.8 Listing Multiple Unit Properties**

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

### **Section 1.9 No Control of Commission Rates or Fees Charged to Participants**

The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and 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. (Amended 11/01)

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. (Amended 11/01)

### **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 listing of the designated types of property located within the jurisdiction of the MLS are required to be submitted to the service. Listings of property located outside the MLS's jurisdiction will be accepted if submitted voluntarily by a participant, but cannot be required by the service. (Amended 11/01)

### **Section 1.13 Listing of Suspended Participants**

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

### **Section 1.14 Listing of Expelled Participants**

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

current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients.

### **Section 1.15 Showing and Negotiation**

When a participant of the service resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned participant's listings from the MLS, the resigned participant should be advised, in writing, of the intended removal so the resigned participant may advise his clients that MLS staff will reassign affected listings to the designated broker by order of the board of directors of the association.

### **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. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (Amended 4/92)

#### **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. (Amended 2/92)

#### **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. (Adopted 11/87)

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

#### **Section 2.3 Right of Cooperating Broker in Presentation of Offer**

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

#### **Section 2.4 Right of Listing Broker in Presentation of Counter-offer**

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

## **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 24 hours after they have occurred. If the negotiations were carried on under Section 2(a) or (b) the cooperating broker shall report the status change to the listing broker with 24 hours after occurrence and the listing broker shall report to the MLS within 24 hours after receiving notice from the cooperating broker. . (Amended 8/14/08)

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

## **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 cancelled.

## **Section 2.7 Advertising of Listing Filed With the Service**

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

## **Section 2.8 Reporting Cancellation of Pending Sale**

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

## **Section 2.9 Disclosing the Existence of Offers**

Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. (Adopted 11/05)

## **Section 2.10 Availability of Listed Property**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

## **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/MLS and to all participants.

## **Prohibitions**

### **Section 4 Information for Participants Only**

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

#### **Section 4.1 For Sale Signs**

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

#### **Section 4.2 Sold Signs**

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/96)

### **Section 4.3 Solicitation of 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 REALTOR® Code of Ethics, its Standards of Practice, and its Case Interpretations.

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 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 through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

The 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 listing under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

### **Division of Commissions**

#### **Section 5 Compensation specified on Each Listing**

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

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

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

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, writing, in advance of his producing an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 11/95)

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

The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by an association multiple listing service is that the information to be published shall clearly inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of his producing 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 (Amended 11/95)

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

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.

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 contract are subject to court approval or to lender 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 or by a lender. In such instances, the fact that the gross commission is subject to court or to lender 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 produce an offer that ultimately results in a successful transaction. (Adopted 11/98)

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)

### **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 multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service participants.

### **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. (Adopted 2/92)

### **Section 5.3 Dual or Variable Rate Commission Arrangements**

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

a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/01)

#### **5.4 Short sale**

**Participants must disclose potential short sales when reasonably know 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 agreement, required by the lender as a condition of approving the sale, will apportioned between listing and cooperating participants.**  
(Amended 06/13/08)

#### **Service Charges**

##### **Section 6 Services Fees and Charges for Primary Board Association**

The following service charges for operation of the multiple listing service are in effect to defray the costs of the service and are subject to change from time to time in the manner prescribed:

**Initial Participation Fee:** An new office for participation in the service shall pay a one time application fee of \$450.00 with such fee to accompany the application.

**Recurring Participation Fee:** The annual participation fee of each participant shall be an amount of \$536.88 times each sales person and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the fiscal year of the multiple listing service. Fees shall be prorated on a monthly basis. Fees will be paid quarterly and are due on or before the fifteenth (15<sup>th</sup>) day of the first month of each quarter and are to be paid for the entire office by the broker, unless special arrangements are made with the MLS office.

**MLS Access Only:** Criteria for joining MLS only by Board of Choice is:

1. Any REALTOR® member of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of the principal, with out further qualification, except as other wise stipulated in these bylaws, shall be eligible to participate in the Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS "membership or "participation" unless they hold a current, valid real estate broker's license and are capable of offering and accepting compensation to and from other Participants or are licensed or
2. Any licensee associated with said principal, partner, corporate officer, or branch Manager acting on behalf of the principal, may subscribe at their discretion.
3. The one time new office fee of \$450.00 for the MLS set up fee must accompany the application
4. The monthly charge of \$44.74/person will be invoiced quarterly in advance
5. The Participants may pay their annual MLS dues on an annual basis by Dec 15th for the next calendar year and receive a 10% discount.
6. Fees can also be paid quarterly and are due on or before the fifteenth (15<sup>th</sup>) day of the first month of each quarter and are to be paid for all users by the principal, partner, corporate officer, or branch manager acting on behalf of the principal, unless special arrangements are made with the MLS office.

**Listing Fees:** The listing fee may be modified as deemed necessary by the Committee with the approval of the Board of Directors and as specified in the Policy Manual.

#### **Compliance with Rules**

##### **Section 7 Compliance with Rules**

**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 MLS governance provision. The MLS may, though the administrative and hearings procedures established in these rules, impose discipline for**

the violation of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

1. letter of warning
2. letter of reprimand
3. attendance at MLS orientation or other appropriate course or seminar which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
4. appropriate, reasonable fine not to exceed \$15,000
5. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
6. suspension of MLS rights, privileges, and service for not less than thirty (30) days nor more than one (1) year
7. termination of MLS rights, privileges, and service with no right of reapply for a specified period not to exceed three (3) years (Amended 6/13/2008)

The following action may be taken for noncompliance with the rules:

A. for failure to pay any service charge or fee within (1) month of the date due, and provided that At least ten (10) calendar day's notice has been given; all services shall be suspended until service Charges or fees are paid in full.

Further, and in addition to pertaining specifically to MLS charges, if MLS charges are not paid By the 15<sup>th</sup> of the first month of each quarter, an office will be fined in accordance to the following: An additional 10% of the outstanding fees will be charged. If the outstanding balance has not been paid by the first of the next month all services will be suspended until paid in full. If services are suspended a reconnect fee may apply.

B. for failure to comply with any other rule, the provisions of sections 9 and 9.1 shall apply (Amended 11/88)

c. The first time a participant pays with a check, which is returned as NSF, that participant must Pay on a cash or certified funds basis for three month period following the NSF check.

d. All MLS charges will be the responsibility of the Designated Broker. Payments will be made by the designated Broker for all agent(s) in the office.

### **Section 7.1 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 violation thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. (Adopted 4/92)

## **Meetings**

### **Section 8 Meetings of MLS Committee**

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

#### **Section 8.1 Meetings of MLS Participants**

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

#### **Section 8.2 Conduct of the Meetings**

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

## **Enforcement of Rules or Disputes**

## **Section 9 Consideration of Alleged Violations**

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

### **Section 9.1 Violations of Rules and Regulations**

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the multiple listing service committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS®. (Amended 2/98)

If, rather than conducting an administrative review, the multiple listing committee has a procedure established to conduct hearings, the decision of the multiple listing committee may be appealed to the board of directors of the association of REALTORS® within twenty (20) working days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. (Amended 2/98)

Section 9.2 A

Harlingen Board of REALTORS®  
• LOCKBOX SYSTEM - RULES AND REGULATIONS  
*Amended, January 27, 2008*

The Harlingen Board of REALTORS® maintains a voluntary lockbox service as service to REALTORS®. All participants and lockbox key holders of the lockbox service must agree to abide by these rules and procedures.

1. Definitions

- A. **"Board"** means the Harlingen Board of REALTORS®.
- B. **"Key holder"** means a member holding a lockbox key leased from Supra. (Amended January 8, 2008)
- C. **"Lockbox"** means a locked container placed on a property into which a key to the property is placed. The term includes those lockboxes that are sold to Broker or Agents.
- D. **"Lockbox key"** means a Active key or Ekey software which opens a lockbox.
- E. **"Participant"** means an individual who: (1) is a Designated REALTOR®; (2) is a principal of a firm participating in the lockbox service; (3) participates and subscribes to the lockbox service by paying the required fees and complying with these rules; and (4) is responsible to the Board for compliance with these rules for himself and all Subscribers associated with the Participant.
- F. **"Principal"** means an owner, partner, corporate officer, or branch office manager acting on behalf of a principal.
- G. **"Subscriber"** means non-principal brokers, salespersons, and licensed or certified real estate appraisers affiliated with a Participant and who offices at the location the Participant's office or branch office.

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2. Eligibility of Participation

- A. Participants may hold a lockbox display key or Ekey software if the Participant signs a lockbox key lease agreement with the Supra and agrees to abide by these rules, as may be amended from time to time.
- B. Subscribers may hold a lockbox key if the Subscriber and the Subscriber's Participant sign a lockbox key lease agreement, agree to abide by these rules, as may be amended from time to time, and agree that the Participant is responsible for the Subscriber's compliance with these rules.

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3. Obligations of Participants and Subscriber

- A. All Realtor members of HBR can lease a lockbox Active key or Ekey software as a Benefit of Membership. (Amended January 8, 2008)
- B. A Participant and Subscriber may not permit any person, including other Participants and Subscribers, to use a lockbox key that is leased by the Participant or Subscriber.
- C. Upon receipt of the Supra key a Participant or Subscriber of the lock box service will receive training on operational instructions for the Supra Products from the Board Office. (Amended January 8, 2008)
- D. If a Subscriber transfers offices from one Participant to the another Participant, the Subscriber and new Participant must sign a statement, as the Board may require, that states the new Participant and Subscriber agree to abide by these rules. The Subscriber and new Participant must sign the statement not later than 15 working days after the date that the Subscriber becomes affiliated with the new Participant.
- E. The Participant is responsible for all fees and deposits that the Participant or any Subscriber affiliated with the Participant owes to the Board under these rules.
- F. Participants and Subscribers must immediately return to the Board all lockbox keys in their possession if the Board determines, in its sole discretion, that such action is necessary to protect the safety or integrity of the Supra lockbox system.

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4. Fees

- A. Fees for replacement keys: The Participant must pay an annual fee of \$25.00 for Insurance per year for the replacement of ACTIVE key if the key is lost or stolen. All participants MUST contact HBR for damaged or defective ACTIVE key or Ekey software to obtain a AUTHORIZATION NUMBER.
- B. Quarterly Lease Fee: A Participant must pay the Board a quarterly lease fee. The lease fee is not refundable or prorated if a Participant's or Subscriber's lockbox access is terminated for any reason.

**C. Deposit:**

Associations shall require a substantial deposit from each keyholder in an amount that will establish an awareness of personal liability for such key. The initial deposit shall not be less than \$25 nor more than \$200. Deposits for a first replacement key lost or stolen shall be not less than two (2) times nor more than three (3) times the amount of the initial deposit and not less than three (3) times nor more than four (4) times the amount of the initial deposit for second or additional replacement keys. Deposits for keys shall be kept in a special account for refund upon return of the key unless forfeited upon loss of the key. Notwithstanding the foregoing, deposits charged affiliate members may be no more than twice the amounts established above.

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**5. Lockbox Committee**

A. The Lockbox Committee shall be the MLS Committee of the Board.

B. The Lockbox Committee enforces these rules and administers the lockbox system. The committee may make recommendations related to its purpose to the Board's Board of Directors, including but not limited to amending these rules and purchasing new equipment.

C. The Board of Directors of the Board may reverse, vacate, or modify any decision of the committee.

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**6. Enforcement**

A. The Committee will review any complaint filed against a Participant or Subscriber for a violation of these rules provided that such complaint is in writing and signed. The committee may not initiate a review based on an anonymous complaint unless it has reasonable cause to believe that failure to do so will jeopardize the safety or public confidence of the lockbox system.

B. If a Participant or a Subscriber affiliated with the Participant fails to timely pay any amount due the Board under these rules, the committee shall send written notice of the delinquency to the Participant and notify the Participant that the Participant is responsible for all amounts the Participant or any Subscriber affiliated with the Participant owes the Board. The committee may further assess an administrative late fee of not more than 10% of the delinquent amount. If the delinquency and any late fee remains unpaid for a period of fifteen (15) calendar days after the committee sends the Participant notice of the delinquency and any late fee, the committee shall terminate the lockbox services to the Participant and all Subscribers affiliated with the Participant. There will be a reinstatement fee of \$15.00. A Participant that disputes an amount owed to the Board may file a request for an appeal to the Board of Directors within (5) five working days prior to the date which the amount must be paid. In the event of such an appeal, the termination of the lockbox service shall be stayed until the Board of Directors hears the appeal.

C. If the committee determines that a Participant or Subscriber violated these rules, other than for a failure to pay fees under these rules, the committee may direct the imposition of a sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Board in accordance with the Board's bylaws within twenty (20) days following receipt of the decision. Sanctions for violations may include: (a) a letter of warning; (b) a reprimand; (c) a fine not to exceed \$500 for each violation; (d) suspension of the Participant's or Subscriber's access to the lockbox service; (e) termination of the Participant's or Subscriber's access to the lockbox service; or (f) a combination of (a) – (e).

**VIOLATIONS                      Section 9.2 of the MLS Rules and Regulations**

All reported violations to the Board office will be reviewed by The MLS committee in writing. If said violation is substantiated by the MLS committee, the following penalties will apply.

1<sup>st</sup> Offense:                      A written reprimand and a fine of \$100.00 will be assessed.

2<sup>nd</sup> Offense:                      A written reprimand, a fine of \$250.00  
And loss of lockbox privileges for up to 6 months.

3<sup>rd</sup> Offense: A written reprimand, a fine of \$500.00,  
And loss of lockbox privileges and eligibility  
For participation in the lockbox system for  
Up to 18 months.

Note: All violations will be time sensitive; a 5 year  
Statutory limit will be enforced from the last  
Violation. All written reprimands will be filed  
In violators' permanent file.

**D. The committee may refuse to sell or lease lockbox keys or lockboxes, may terminate existing lockbox services, and may refuse to activate or reactivate any lockbox key held by a person who is convicted of a felony or misdemeanor if the crime, in the determination of the committee relates to the real estate business or puts clients, customers, or other real estate professionals at risk.**

**E. the committee may suspend the right of Participants and Subscribers to use lockbox keys or lockboxes following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the committee, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.**

**F. Factors that the committee may consider when making determinations under 6D or 6E include, but are not limited to: (1) the nature and seriousness of the crime; (2) the relationship of the crime to the purposes for limiting lockbox access and services; (3) the extent to which access or continued access might afford opportunities to engage in similar criminal activity; (4) the extent and nature of past criminal activity; (5) time since criminal activity was engaged in; (6) evidence of rehabilitation while incarcerated or following release; and (7) evidence of present fitness.**

**G. Any and all violations of these rules shall be handled in accordance with Sections 9 and 9.2 Of the MLS Rules and Regulations.**

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**7. Amendments**

- **The Board of Directors may, by majority vote, amend these rules. (Amended 6/13/08)**

**Section 9.2 B Complaints of Unethical Conduct**

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

**Confidentiality of MLS Information**

**Section 10 Confidentiality of MLS Information**

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

**Section 10.1 MLS Not Responsible for Accuracy of Information**

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

**Section 10.2 Access to Comparable and Statistical Information**

REALTORS® who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including comparable information, sold information, and statistical reports. This information is provided for the exclusive use of these members and individuals affiliated with these members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these rules and regulations. (Amended 11/04)

## **Ownership of MLS Compilation\* and Copyright**

### **Section 11**

By the act of submitting any property listing data to the association 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 data in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content (data) in its copyrighted MLS compilation and also in any statistical report on \_ comparables. Listing content includes, but is not limited to, photographs, images, and graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. (Amended 6/06/08) [M]

#### **Section 11.1**

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

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

#### **Section 11.2**

Each participant shall be entitled to lease from the Harlingen Board of REALTORS® a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association.\* Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.

## **Use of Copyrighted MLS Compilation**

### **Section 12 Distribution**

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to

engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents, of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law. (Amended 4/92)

### **Section 12.1 Display**

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

### **Section 12.2 Reproduction**

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

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

\*This section should not be construed to require the participant to lease a copy of the MLS compilation for any licensees (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.

\*\*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 intended 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 listing accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and where the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

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. (Amended 06/06/2008)

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 form or format, is provided for the exclusive use of the participant and those licensees affiliated with the participant who are authorized to have access to such information.

Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that an association or association-owned multiple listing service 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.

## **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 association or MLS may be used by MLS participants as the basis for aggregated demonstrations of market share of 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).

Based on information from the association of REALTORS® (alternatively, from the Harlingen Board of REALTORS® MLS) for the period (date) through (date). (Adopted 11/97)

## **Changes in Rules and Regulations**

### **Section 14 Changes in Rules and Regulations**

Amendments to the rules and regulations of the service shall be by a two-thirds (2/3) vote of the members of the multiple listing service committee, subject to approval by the board of directors of the association of REALTORS®.

## **Orientation**

### **Standard 17 Orientation**

Any applicant of MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within forty-five (45) working days after access has been provided. (Amended 11/04)

## **Internet Data Exchange (IDX)**

### **Section 18 IDX Defined**

IDX affords MLS participants the option of authorizing display of their active listings on other participants' Internet Web sites.

### **Section 18.1 Authorization**

Participants' consent for display of their active 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 or frame the aggregated MLS data of other participants. Even where participants have given blanket authority for the other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by listing basis as instructed by the seller.

## **Section 18.2 Participation**

Participation in IDX is available to all MLS participants who are REALTORS® and who consent to display of their listings by other participants.

### **Section 18.2.1**

Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

### **Section 18.2.2**

Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "Scraping" or other unauthorized accessing, reproduction, or use of the MLS database.

### **Section 18.2.3**

Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web sites or **Vows**) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

### **Section 18.2.4**

Participants may **select listing 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), cooperatives, 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 the IDX must be independently made by the each Participant. (Amended 6/13/08)

### **Section 18.2.5**

Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

### **Section 18.2.6**

Except as provided in these rules, an IDX site or a participant or user operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.

### **Section 18.2.7**

When displaying listing content, a participant's or user's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color or typeface.

### **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 user (e.g., cooperative compensation offers, showing instructions, property security information, etc) may not be displayed on IDX sites.

##### **Section 18.3.1.1**

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed on IDX sites.

#### **Section 18.3.2**

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

#### **Section 18.3.3**

All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of listing data.

#### **Section 18.3.4**

All listings displayed pursuant to IDX shall identify the listing agent.

#### **Section 18.3.5**

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

#### **Section 18.3.6 (Amended 6/13/08)**

#### **Section 18.3.7**

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

#### **Section 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their Web sites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than it identifies prospective properties consumers may be interested in purchasing, and that data is deemed reliable but no 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.

**Section 18.3.9**

The data consumers can retrieve or down load in response to an inquiry shall be limited to 20 listings per search.

**Section 18.3.10**

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

**Section 18.3.11**

Listing obtained through IDX must be displayed separately from listings from other sources, including information provided by other MLS's. Listings obtained from other sources (e.g. from other MLS's, from Non-participating brokers, etc.) must display the source from which each such listing was obtained.

**Section 18.3.12**

Display of expired, withdrawn, and pending listings is prohibited.

**Section 18.3.13**

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

**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)

Adopted January, 1992

Revised Sept., 1979; April, 1982; Jan., 1990; Nov., 1992; July, 2000, Jan.2004, Dec.2005, July, 2006. July 2008