

Jacksonville Board of REALTORS® , Inc.
Multiple Listing Service
Rules and Regulations

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, located within the territorial jurisdiction of the Multiple listing service, and are taken by Participants on forms accepted by the Multiple listing service shall be delivered into the Multiple listing service within 48 hours after all necessary signature of the seller(s) have been obtained: *(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.

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 contract, and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and 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 authorization to submit the agreement to the multiple listing service. *(Amended 11/96)*

The different types of listing agreement include:

- a) exclusive right to sell
- b) exclusive agency
- c) open
- d) net

(Updated 1-9-2002;3-21-02;4-3-2003;1-2005;5-18-2005;11-9-05;4-13-06;8.06;9-06; 2.07;9-07;2-08; 1/09; 5/09)

The Service will not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted due to 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 1-02)*

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)*

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. But if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the multiple listing service.

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. *(Adopted 11/92)*

3. The Multiple listing service is paperless meaning that the Participants are not required to file documentation for listings, extensions to listings, withdrawals of listings, pending sales and closed sales. However, each Participant shall maintain the properly signed documentation in their file.

Each Participant, without cause, may be required, from time to time, at the request of the multiple listing service Committee, the multiple listing service Committee, and/or the Board of Directors to present valid documentation to substantiate any entry into the multiple listing service.

TYPES OF PROPERTY: The following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with the Services 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
- manufactured homes with land

- mobile home parks
- commercial income
- industrial

Section 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 - Detail on Listings Filed with the Service: A listing agreement or property data form, when entered into the MLS computer by the listing broker, shall be complete in every field as specified on the property data form. Participants/Subscribers who do not complete every mandatory field are subject to fines as specified in Exhibit 1 attached to these Rules. *(Amended 9-06)*

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

- 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)
- 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)
- advise the seller(s) as to the merits of offers to purchase
- assist the seller(s) in developing, communicating, or presenting counter-offers
- 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:

- 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)
- 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)
- advise the seller(s) as to the merits of offers to purchase
- assist the seller(s) in developing, communicating, or presenting counter-offers
- 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 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.

NOTE: Section 1.3 is not required if the Service does not require all exclusive right to sell and exclusive agency listings to be entered into the Multiple listing service by a Participant to the Service.

Section 1.4 - Change of Status of Listing: Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within twenty-four (24) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker.

Section 1.4(a) - Change of Listing by Former Sales/Broker Associates: In the event a salesperson and/or brokers leaves a company, for any reason, they are not authorized, under any circumstances, to alter and/or change any listing belonging to that company, regardless of the fact that they were once acting as the listing and/or selling agent.

Section 1.4(b) - Change of Closed Listings: Once a listing has been closed in the MLS system, no changes may be made except those to correct verifiable errors. This specifically prohibits, but not limited to, the changing of the listing or selling agent for the purpose of production. Correction must be submitted to the MLS in writing.

Section 1.4(c): Change of Rented Listings: Once a listing has been rented/closed in the MLS, the rental agent's name and company must be filled with the MLS service within 48 hours.*(Adopted 2.09)*

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 only when authorized by the seller and shall be entered into the computer within twenty-four (24) hours (expecting weekends, holidays, and postal holidays) after the authorization change is received by the listing broker.

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

Section 1.10 - Expiration, Extension, and Renewal of Listings: Any listing filed with the multiple listing service will automatically be removed from the compilation of the current listings on the expiration date specified in the agreement, unless prior to that date the MLS received notice that the listing has been extended or renewed. *(Amended 011/01)*

If notice of renewal or extension is **not** received **within 30 days** 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 2/2008 & 11/01)*

(a) **Keyboxes on Expired Listings:** Each broker must obtain and enter into the multiple listing service an extension to the listing agreement by the expiration date of the original listing if a keybox is installed, or the keybox must be removed within forth-eight (48) hours on the expiration. *(amended 9-06)*

(b) **Keyboxes on Closed, Withdrawn, Cancelled and Temporary off the Market Listings:** Any keybox on a listing whose status changes to closed, withdrawn cancelled or temporarily off the market must be removed within forty-eight (48) hours from the date the status is changed. If the keybox is not removed, any keyholder may call the Board office, get the shackle code, and return the box to the Board office. *(amended 9-06)*

Section 1.11 - Termination Date of 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 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 - Listings of Suspended Participants: When a Participant of the Service is suspended from the MLS for failing to abide by the 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 the current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised, in

writing, of the intended removal so that the suspended Participant may advise his clients.

Section 1.14 - Listings of Expelled Participants: When a Participant of the Service is expelled from the MLS for failing to abide by the 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 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 appropriated 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.

Section 1.16 - Photos: It is the responsibility of the MLS subscriber to provide a photo for each listing within three (3) working days of the listing being uploaded into the MLS system. Noncompliance will result in fines per the fine schedule.

Section 1.17 - Photographs, Renderings and Floor Plans: The MLS system provided by JBOR may have the capacity to store and display one or more photographs, floor plans and renderings for a listed property. All photographs that appear in the MLS system for a listed property shall be a picture of either the exterior or the interior of that listed property, a view of surrounding area from that listed property or a view of specific community amenities associated with the Homeowners Association of that listed property. For vacant land, use the tax rendering or an actual photo.

Photographs may not include people or text (i.e. agent, broker, real estate brokerage names, images or logos, phone numbers, facsimile numbers, email addresses, website addresses, hyperlinks, HTML coding or any likeness thereof) of any kind. The use of a photograph, floor plan or rendering to advertise or promote an agent, broker or real estate brokerage is strictly prohibited. The only exception to this policy shall be yard signs displayed at the listed property so long as the sign is not the predominant feature of the photo. *(updated February 2007)*

Section 1.18 - Virtual Tours: The MLS system provided by JBOR may include a feature that allows the listing agent to include or more links to a virtual tour for the listed property. A virtual tour for a listed property shall be a view of either the exterior or interior of that listed property, a view of the surrounding area from that listed property or a view of specific community amenities associated with the Homeowners Association of that listed property. *(revised 11/05)*

Section 1.19 - Remarks

The remarks section in the MLS is for property description. The following list of items are not allowed

in the MLS remarks section; this list includes, but is not limited to the following:

1. Any agent and or owner contact information to include phone numbers, names, email addresses or websites.
2. No phone numbers, website address, or email address of any kind
3. No virtual tour links
4. No bonus/commission information

Selling Procedures

Section 2 - Showing: Appointments for showings 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 directly, or
- (b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representatives; however, the listing broker, at his option, may preclude direct contact. *(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 4/92)*

Section 2.2 - Submission of Written Offers and Counter-offers: The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, 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 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 where the cooperating broker is a subagent). However, if the purchaser or lessee give written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. *(Adopted 11/93)*

Section 2.5 - Reporting Sales to the Service: Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within 48 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 48 hours after occurrence and the listing broker shall report them to the MLS within 48 hours after receiving notice from the cooperating broker. *(Amended 11/08)*

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. *(Amended 11/01)*

Section 2.6 - Reporting Resolutions of Contingencies: The listing broker shall report to the Multiple listing service within three (3) business days that a contingency on file with the Multiple listing service has been fulfilled or renewed, or the agreement canceled. *(Amended 1-02)*

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 written consent of the listing broker and property owner. *(Amended 1-02)*

Section 2.8 - Reporting Cancellations 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.

Refusal to Sell

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

Prohibitions

Section 4 - Information for Participants Only: Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker.

Section 4.1 - "For Sale" Signs: Only the "For Sale" sign of the listing broker may be placed on a property. *(Amended 11/89)*

Section 4.2 - "Sold" Signs: Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign *(Amended 4/96)*

Section 4.3 - Solicitation of 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 Standard of Practice, and its Case Interpretations.

Note 1: 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 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). The listing broker's obligation to compensate any cooperating broker as the procuring cause of 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)*

Note 1: 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 cooperation 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, buyers agents, or in other agency or nonagency capacities defined by law) which may be the same or different. *(Amended 11/96)*

This shall not preclude any listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided that the listing broker informs the other broker, in writing, in advance of their 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 compensations must be expressed as either a percentage of the gross sales price or as a flat dollar amount. *(Amended 11/95)*

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 board multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The board 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 entered into the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by a Board 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 their 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)*

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

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

Note 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential

reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they produce 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 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 must 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 must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers. *(Adopted 5/08)*

Section 5.0.1: Participants must disclose potential short sales 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 agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

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 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 - Participants 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 sales/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 the 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 05/01)*

Service Charges

Section 6 - Service Charges: 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:

a. Initial Participation Fee: An applicant for participation in the Service shall pay an application fee of \$200.00 with such fee to accompany the application.

b. Recurring Participation Fee: The monthly participation fee of each Participant shall be an amount to be established yearly by the Board of Directors of the Jacksonville Board of REALTORS®, Inc., times each salesperson and licensed or certified appraiser, or individuals seeking licensure or certification as real estate appraisers who are under the direct supervision of an MLS Participant or the Participant's licensed designee, who has access to and use of the Service, whether licensed as a broker, sales licensee, or licensed or certified appraiser, or individuals seeking licensure or certification as real estate appraisers who is employed by or affiliated as an independent contractor with such Participant. Those that do not desire access will be required to sign a wavier. *(amended 6-06)*

c. Exemptions: Participants of the service may be exempted from payment of a recurring participation fee by approved written subscription wavier for anyone who is under the direction supervision of a participant or the participant's licensed designee. The person waived shall not be classified as a subscriber and the participant shall be exempt from the recurring participation fees. MLS Coordinator grants or denies all waivers. Participants may appeal a denied waiver to the Board of Directors.

Recurring participation fees shall commence when the participant notifies the staff that a new subscriber is affiliated with him/her (within 3 business days). If an exemption is granted, the staff shall make an adjustment back to the date of notification. All exemptions shall be submitted upon the approved waiver form. The exemption for any individual shall automatically be revoked upon the individual's utilization of the Service for any reason other than that allowed under the waiver.

Section 6.1

Participants that join who are not primary or secondary REALTOR® members of the Jacksonville Board of REALTORS®s:

- a. **Initial Participation Fee:** An applicant for participation in the Service shall pay an application fee of \$200.00 for the company and broker in charge and \$200.00 for each user, with such fee to accompany the application.
- b. **Recurring Participation Fee:** The monthly participation fee of each Participants shall be an amount to be established by the Board of Directors of the Jacksonville Board of Realtors, Inc., times each salesperson and licensed or certified appraisers, or individuals seeking licensure or certification as real estate appraisers who are under the direct supervision of an MLS Participant or the Participant's license designee, who has access to and use of the service, whether licensed as a broker, sales licensee or licensed or certified appraiser, or individuals seeking licensure or certification as real estate appraiser who is employed by or affiliated as an independent contractor

with such Participant that desires to have access. Those that do not desire access will be required to sign a waiver.

- c. **Exemptions:** Participants of the service may be exempted from payment of a recurring participation fee by approved written subscription waiver for anyone who is under the direction supervision of a participant or the participant's licensed designee. The person waived shall not be classified as a subscriber and the participant shall be exempt from the recurring participation fees. MLS Coordinator grants or denies all waivers. Participants may appeal a denied waiver to the Board of Directors.

Recurring participation fees shall commence when the participant notifies the staff that a new subscriber is affiliated with him/her (within 3 business days). If an exemption is granted, the staff shall make an adjustment back to the date of notification. All exemptions shall be submitted upon the approved waiver form. The exemption for any individual shall automatically be revoked upon the individual's utilization of the Service for any reason other than that allowed under the waiver.

Section 6.2 - Service Changes: Participants shall notify the Board staff in writing within three (3) business days when a subscriber/user is no longer affiliated with that firm.

Compliance with Rules

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

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. 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 one (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 thirty (30) days of the due date, and provided that

a least ten (10) days notice has been given, the service shall be suspended until service charges or fees are paid in full.

- (b) For each check returned or credit card rejected by the bank, a charge of \$25.00 will be assessed.
- (c) For failure to comply with MLS rules and regulations, see attached “Types of Violations and Fines”
- (d) For failure to comply with any other rule, the provision of Sections 9 and 9.1 shall apply.

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

Section 7.2 - Applicability of Rules to Users and/or Subscribers: Non-principal brokers, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant. *(Adopted 4/92)*

Meetings

Section 8 - Meetings of the MLS Committee: The multiple listing service committee shall meet for the transaction of its business at a time and place to be determined by the committee or at the call of the chairperson.

Section 8.1 - Meetings of MLS Participants: The committee may call meetings of the participants in the service to be known as meetings of the multiple listing service. The members present shall constitute a quorum for the transaction of business. *(Amended 1-02)*

Section 8.2 - Conduct of the Meetings: The chairperson, or vice chairperson, shall preside at all meetings or, in their absence, a temporary chairperson from the membership of the committee shall be named by the chairperson or, upon his failure to do so, by the committee.

Enforcement of Rules or Disputes

Section 9 - Consideration of Alleged Violations: The Committee shall give consideration to all written complaints from Participants 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 Board in accordance with the bylaws and rules and regulations of the Board of REALTORS® within twenty (20) days following receipt of the Committee's decision. *(Amended 11/96)*

If, rather than conducting an administrative review, the Multiple Listing Committee has a procedure established to conduct hearings, the decision of the Multiple Listing Committee may be appealed to the Board of Directors of the Board of REALTORS® within twenty (20) days of the tribunal's decision rendered. Alleged violations involving unethical conduct shall be referred to the Board's Grievance Committee for processing in accordance with the professional standards procedures of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Board of REALTORS® *(Amended 2/98)*

Section 9.2 – Complaints of Unethical Conduct: All other complaints of unethical conduct shall be referred by the committee to the secretary of the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. *(Amended 11/88)*

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.

Ownership of MLS Compilations* and Copyrights

Section 11 - By the act of submitting of 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 the listed property.

**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 whatever.*

Section 11.1 - All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Jacksonville Board of REALTORS®, Inc., and in the copyrights therein, shall at all times remain vested in the Jacksonville Board of REALTORS®, Inc.

Section 11.2 - Each Participant shall be entitled to lease from the Jacksonville 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 such copy the rental fee set by the Board.*

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

** This section shall not be construed to require any 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 nor use of the MLS information or MLS facility of the Board.

Use of Copyright 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 Participants as licensees, those individuals who are licensed or certified by an appropriate State regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed or published by a Board Multiple listing service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation, or Membership or any right of access to information developed by or published by a Board 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 compilations to prospective purchasers only in conjunction with their ordinary business activity of attempting to locate ready, willing and able buyers for properties described in the 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 Participants 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, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

Any MLS information, whether provided in written or printed form, provided electronically, or provided in

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

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

Use of MLS Information

Section 13 - Limitation on Use of MLS Information: Use of information from the MLS compilation of current listing information, from the Board's statistical report, or from any sold or comparable report of the Board or MLS for public mass-media advertising by an MLS Participant or in other public representations may not be prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the 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:

"Based on information from the Board/Association of REALTORS® (alternatively, from the Jacksonville MLS for the period (date) through (date)." *(Amended 11/93)*

Changes in Rules and Regulations

Section 14 - Changes in Rules and Regulations: Amendments to the rules and regulations of the Service shall be by a majority vote of the Participants of the multiple listing service Committee, subject to approval

by the Board of Directors of the Board of REALTORS®.

Orientation

Section 15 – Orientation: Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participants who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within two (2) offerings or within sixty (60) days, whichever is longer, of said class or their access to the MLS and their agent ID number will be restricted and inactivated until said class is completed.

Section 16 - Keyboxes and Entry Cards Section -- Rules governing the distribution and use of Keyboxes and Sentrilock Keys.

1. All Sentrilock Smart Cards and Lockboxes provided by the Board are, and will remain, the property of JBOR. This service is being provided for the use of MLS Participants and every non-principals brokers or provisional broker and/or certified appraiser who is affiliated with an MLS Participant and who is legally eligible for MLS access, consistent with Part two – H. Lock Box/Key Repositories in the NAR handbook on Multiple Listing Policy. These items may not be lawfully bought or sold by any other party and must be returned to the Board office promptly upon membership termination. If the Smart Card or Lockbox is not returned upon membership termination, JBOR is authorized to charge the full cost of the item and/or file a stolen property report with the local authorities, at the ex-member's cost.
2. Non-refundable yearly subscription fee, at current cost will be prorated on a monthly basis are required for the Sentrilock Smart Card.
3. In the event of a lost Smart Cart, the key holder will be required to pay actual cost for a new Smart Card.
4. All Sentrilock Lockboxes will be returned to the Board clean and in good operating condition. If the Lockbox is not in clean and good operating condition, there will be a \$100 fine per box.
5. Inventory of all lockboxes will be conducted semi-annually, July 1 and January 1 respectively. Each office's inventory must be submitted to the board office no later than 30 days after the due date, i.e., July 31 and January 31. Failure of the office to submit the lockbox inventory by the due date and/or failure to have properly assigned the lockboxes, will result in a fine of \$85.00 per box. Any lockboxes reported missing or unaccounted for will be billed to the office at the current replacement cost per box. Reimbursement for found boxes can only be issued in the same calendar year in which the box was paid for.
6. Additionally, all offices are subject to a random audit request of lockboxes. Upon request of the board staff, an office or lockbox holder may be requested to return a lockbox to the Board Office; if not returned within 48 hours of request, the office or lockbox holder will be fined replacement cost for each box.

7. Any defective Lockbox is to be reported to the Board office for removal by a designated locksmith. In the event the Lockbox is *not* defective, the cost of the locksmith will be billed to the responsible Smart Card holder.
8. The Designated REALTOR® of each participating office will be responsible for notifying JBOR *in writing* of the departure of any licensed or employed Smart Card holder within three (3) business days of the severance date.
9. The Designated REALTOR® of each participating office will be responsible for notifying JBOR in writing of the dissolution of their office or their intent to no longer use and participate in the lockbox program. They shall be responsible for returning all Lockboxes to the board office in a clean and good operating condition or will be billed the current cost of the Lockboxes.
10. A fine may be imposed on any responsible Lockbox or Smart Card holder for a violation for these rules. The Board Office will assess the fines. The card-holder may appeal any fine to the MLS Committee.
11. Any Member who fails to secure a property after showing, or loses the key, may be required to appear before the MLS Committee for possible sanctions for the violation of these Rules and Regulations, as provided herein. The Agent who loses the key will be responsible to replace the locks and keys on the property.
12. Existence of a Lockbox on a property does not automatically grant access to agents. - Appointments for showings 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:
13. the listing broker gives the cooperating broker specific authority to show directly, or after reasonable effort, the cooperating broker cannot contact the listing broker or his representatives; however, the listing broker, at his option, may preclude direct contact.
14. Keyholders are required to use the lockbox, even when the occupant lets them in, for accurate recording keeping.
15. Lockboxes may be checked out of the Board office only by the Designated REALTOR, or their authorized person(s) on record.
16. Lockboxes may not be placed on a property without written authority from the seller. The authority may be established in the listing contract or in a separate document created specifically for that purpose. Extreme care shall be used to ensure that all doors to the listed property and the Lockbox are locked. All owners and/or tenant(s) of real property shall be informed that the Lockbox is not designed or intended as a security device.
17. Each party using a Smart Card, Lockboxes or the Service hereby acknowledges that neither the Service, the Lockboxes nor the Smart Card, nor any other Sentrilock product used in connection with the Service is a security system. The Service is a marketing convenience key control system, and as such, any loss of Smart Card or disclosure of Personal Identification Numbers compromises the integrity of the Service and each party agrees that it will use its best efforts to insure the

confidentiality and integrity of all components of the Service.

**Jacksonville Board of REALTORS® MLS
FEES, FINES AND PENALTIES
Smart Cards and Lock boxes**

Key holder attaching their code to Smart Card	\$1,000.00
Replacement Card Fee	current cost
Damage to Lock Box	current cost
Failure to reply to Lockbox audit within 30 days	\$ 85.00**
Failure to return requested lockboxes within 48 hours	\$ 85.00**
Loaning, selling, borrowing a Smart Card	\$1,000.00
Failure to notify listing office prior to entrance	\$1,000.00

** Cost per Lock Box

Fees and fines are subject to change from time to time by approval of the Board of Directors of the Jacksonville Board of REALTORS®. In addition to any fees and fines, the Board of Directors may also implement a suspension of key card use.

Section 18 – Keyboxes and Key Section is incorporated as part of the rules and regulations of the multiple listing service of the Jacksonville Board of REALTORS® Inc and shall be subject to all sanctions thereof.

Exhibit 1

Participants/Subscribers who do not complete every mandatory field are subject to fines as specified in Exhibit 1 attached to these Rules.

Because questions may arise as to “mandatory field,” the MLS Board has concluded that the fields listed hereafter, which if not complete, or if they contain inaccurate information, will constitute a fineable offense. Fines are levied per field, not per listing. This does not suggest that if a field is NOT mandatory or listed below that you should leave it blank or use inaccurate information. Every effort should be made to complete all fields set out on the property data input sheet.

Offense	Minimum Fine
Mandatory fields left blank or contain none or inaccurate information and any violations of Section 1.19, Remarks	\$5
Failure to enter a listing within three business days of seller’s written authorization.	\$25
Failure to notice a change of status or other change in the original agreement within 24 hours (excepting weekends, holidays, and postal holidays) after authorized change is received by the listing broker.	\$5
Failure to put a photo in the MLS within three (3) business days	\$10
Failing to respond to a lockbox audit request within thirty days	\$100
Failing to remove a lockbox within forty-eight (48) hours from the date the listing status changes on expired, closed, withdrawn, cancelled, temporarily off the marked, or closed listings	\$25
Entering wrong, no, or inaccurate sold and/or under contract data	\$5
Unauthorized dissemination of property access information, (sharing your electronic key/DisplayKey)	\$100
Unauthorized dissemination of system access, i.e., sharing your MLS password or allowing any security device to be used by another user or unauthorized individual.	\$1,000
Unauthorized access to listing property (entering a property without listing broker approval)	\$1,000
Unauthorized use of MLS data (sending the address of all new listings to a moving company)	\$1,000
Entering an unlisted property into the MLS (entering a listing without the signed listing contract)	\$1,000

Fines are levied per field, not per listing

If a violation is discovered and reported by a member of the MLS to the Board Staff, or the Board Staff finds a violation, the matter will be promptly investigated. If it is determined that there is a violation, as set forth above, the Board staff will immediately notify the broker in charge and listing agent of the violation by fax, or e-mail.

The Broker in Charge will have three (3) business days to correct the violation. If the violation is not corrected in the time prescribed, an invoice will be issued to the broker in charge, and copy forward to the MLS Chair, for fines. Nonpayment of a fine invoice will be enforced in compliance with Section 7 Compliance with Rules of the Jacksonville Board of REALTORS® MLS Rules and Regulations.

Jacksonville Board of REALTORS® MLS Fine Notification

TO: Designated Broker:

Company Name:

Date:

MLS Number:

Correction closing date:

MLS# _____ is in violation of the MLS Rules and Regulations as follows:

<input type="checkbox"/>	Mandatory fields left blank or contain none or inaccurate information	\$
<input type="checkbox"/>	Failure to enter a listing within three business days of seller's written	
<input type="checkbox"/>	Authorization	\$
<input type="checkbox"/>	Failure to notice a change of status or other change in the original agreement	
	within 24 hours (excepting weekends, holidays, and postal holidays) after	
	authorized change is received by the listing broker.	\$
<input type="checkbox"/>	Failing to remove a lockbox within 48 hours from the date the listing	
	status changes on expired, closed, withdrawn, cancelled, temporarily	
	off the marked, or closed listings	\$
<input type="checkbox"/>	Entering wrong, no, or inaccurate sold and/or under contract data	\$
<input type="checkbox"/>	Failure to enter a photo within three (3) working days	\$
<input type="checkbox"/>	Unauthorized dissemination of property access information	
	sharing your electronic key/display key)	\$
<input type="checkbox"/>	Unauthorized dissemination of system access (sharing MLS password)	\$
<input type="checkbox"/>	Unauthorized access to listing property (entering a property without listing	
	broker approval)	\$
<input type="checkbox"/>	Unauthorized use of MLS data (sending the address of all new listings to a	
	moving company)	\$
<input type="checkbox"/>	Entering an unlisted property into the MLS (entering a listing without the	
	signed listing contract)	\$
<input type="checkbox"/>	Other: _____	\$
TOTAL		\$

Internet Data Exchange (IDX)

Section 17 IDX Defined: IDX affords MLS participants the option of authorizing display of their active listings on other participants' Internet Web sites.

Section 17.1 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 participant's listings, that participant may not download or frame 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 as instructed by the seller.

Section 17.2 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 17.2.1: 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 17.2.2: 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 17.2.3: 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 17.2.4: 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.

Section 17.2.5: Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

Section 17.2.6: 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 17.2.7: 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 and typeface.

Section 17.3 Display: Display of listing information pursuant to IDX is subject to the following rules:

Section 17.3.1: Listing displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

Section 17.3.1.1: The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not

be displayed on IDX sites.

Section 17.3.2: Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

Section 17.3.3: 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 17.3.4: All listings displayed pursuant to IDX shall identify the listing agent.

Section 17.3.5: Non-principal brokers and sales licensees 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 17.3.6: All listings displayed pursuant to IDX shall show the MLS as the source of the information.

Section 17.3.7: 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 to identify prospective properties consumers may be interested in purchasing, and that 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.

Section 17.3.8: The data consumers can retrieve or download in response to an inquiry shall be limited to 50 listings per search.

Section 17.3.9: 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 17.3.10: 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 such listing was obtained.

Section 17.3.11: Display of expired, withdrawn, and pending listings is prohibited.

Section 17.3.12: Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.

Section 17.3.13: Participants are required to employ appropriate security protection such as firewalls, provided that any security measures required may not be greater than those employed by the MLS.

Section 17.3.14: IDX operators must maintain an audit trail of consumer activity on the IDX site and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

Section 17.4 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)

Model Virtual Office Website (VOW) Rules

Section 18.1 (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 18 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

(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 18 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 18.2 (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 18.3 (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:

(i) 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.

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

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

(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, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

(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:

i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;

iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property;

v. That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database.

(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 18.4: 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 18.5: A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

(NOTE: MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.)

Section 18.6 (a): A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

(b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

Seller Opt-Out Form

1. Please check either Option a or Option b

a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

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

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

initials of seller

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

Section 18.7:

(a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 18.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

Section 18.8: A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 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 18.9: A Participant shall cause the MLS Listing Information available on its VOW to be

refreshed at least once every three (3) days.

Section 18.10: Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 18.11: 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 18.12: 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 18.13: 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 18.14: A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 18.15: 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.
- f. Sold information to include, type of financing and seller's participation.
- g. addendum

(Important Note: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15 (f) must be omitted.)

Section 18.16: A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS

Listing Information with additional information not otherwise prohibited by these Rules or by other

applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

Section 18.17: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 18.18: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 100 sold listings in response to any inquiry.

(Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule but may not be fewer than 100 listings or 5% of the listings in the MLS, whichever is less.)

Note: Adoption of Sections 19.20–19.25 is at the discretion of the MLS. It is not required that equivalent requirements be established related to other delivery mechanisms.

Section 18.19: A Participant shall require that Registrants' passwords be reconfirmed or changed every 180 days.

(Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.)

Section 18.20: A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 18.21: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 18.22: 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 18.23: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Pathways to Professionalism

While the Code of Ethics and Standards of Practice of the National Association establishes objective, enforceable ethical standards governing the professional conduct of REALTORS®, it does not address issues of courtesy or etiquette. Based on input from many sources, the Professional Conduct Working Group of the Professional Standards Committee developed the following list of professional courtesies for use by REALTORS® on a voluntary basis. This list is not all-inclusive, and may be supplemented by local custom and practice.)

I. Respect for the Public

1. Always follow the "Golden Rule".
2. Always respond promptly to inquiries and requests for information.
3. Schedule appointments as far in advance as possible; call if you are delayed or must cancel an appointment.
4. Always schedule property showings in advance.
5. If a prospective buyer decides not to view an occupied home, promptly explain the situation to the listing broker or the owner.
6. Communicate with all parties in a timely fashion.
7. Enter listed property first to ensure that unexpected situations, such as pets, are handled appropriately.
8. Leave your business card if not prohibited by local rules.
9. Never criticize property in the presence of the owner.
10. Inform sellers that you are leaving after a showing.
11. When showing an occupied home, always ring the doorbell or knock before entering. Knock before entering any closed room.
12. Present a professional appearance at all times; dress appropriately and have a clean car.
13. If the seller is home during a showing, ask their permission before using the telephone or bathroom.
14. Advise the clients of other brokers to direct questions to their agent or representative.
15. Communicate clearly; don't use jargon not readily understood by the general public.
16. Be aware of and respect cultural differences.
17. Show courtesy and respect to the general public.
18. Be aware of and meet all deadlines.
19. Promise only what you can deliver and keep your promises.

II. Respect for Property

1. Be responsible for visitors to listed property; never allow buyers to enter property unaccompanied.
2. When the seller is absent, be sure to turn off lights, shut windows, and lock doors after a showing.
3. Tell buyers not to smoke in listed property.
4. Use sidewalks; if weather is bad, take off shoes and boots inside property.
5. When a property is vacant, check that heating and cooling controls are set correctly and check the outside of the property for damage or vandalism.

III. Respect for Peers

1. Call the listing broker to report the results of any showing.
2. Notify the listing broker immediately if anything appears wrong with the property.
3. Notify the listing broker if there appears to be inaccurate information on the listing.
4. Share important information about a property, including the presence of pets; security systems; and whether sellers will be present during the showing.
5. Show courtesy, trust and respect to other real estate professionals.

**Jacksonville Board of REALTORS® Multiple Listing Service
Subscription Waiver**

I, _____, associated with _____,
(name of licensee) *(firm name)*

and I, _____, the Multiple Listing Service Participant for the firm,
(name of participant)

do individually and jointly affirm and certify that we have read and understood the Rules and Regulations of the Multiple Listing Service of the Jacksonville Board of REALTORS®, Inc. We individually and jointly certify that said named individual:

Is not an authorized user of the service and request that the Participant be exempted from paying of MLS fees for said licensee. We hereby certify that the above licensee will not have access to, use of, or benefit from any part of the Multiple Listing Service during the current calendar year to include submission of agents listings by the agents principal (company)

The exemption for an individual shall automatically be revoked upon the individual's utilization of the service in any manner and the Participant shall pay \$100 or back MLS fees, whichever is greater.

OR

Is not actively engaged in the listing of sale of real estate, i.e., clerical/secretarial staff or property managers who are under the direct supervision of the MLS Participant or the Participant's licensed designee.

We further understand that the Subscription Waiver must be resubmitted each year for consideration by the MLS Committee. Failure to resubmit the request will result in the revocation of the waiver. The exemption, if recommended by the multiple listing committee, shall be effective when approved by the board of directors.

We understand that failure to comply with the conditions of this exemption could result in possible suspension of the services to the Participant for violation of the rules and regulations of this service.

Participant's Signature

Date

Licensee's Signature

Date

**** Licensees acting in the capacity of personal assistants are not eligible for exemption from MLS fees.**

MLS Action:

Recommended Not Recommended _____(date)

MLS Coordinator

Date

