

**SOUTH PADRE ISLAND BOARD OF REALTORS®**

**MULTIPLE LISTING SERVICE  
RULES & REGULATIONS  
December 2008**

**South Padre Island Board of REALTORS® , Inc. (SPIBR)**  
MULTIPLE LISTING SERVICE RULES AND REGULATIONS

Multiple Listing Service (MLS) is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting either as subagents or buyer agents or in other agency or non-agency capacities defined by law); by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals and other evaluations of real property; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease).

**Definitions**

**Participants:** Any REALTOR® Member of this or any other Association, who is a principal, partner, corporate officer, or branch office manager, or trustee, shall be eligible to participate in the MLS upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the cost incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS "Membership" or "Participation" unless they hold a current, valid real estate broker's license and are capable of offering and accepting compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

**Users/Subscribers:** Individuals who engage in the real estate profession other than as sole proprietors, partners, corporate officers, or branch office managers and are associated with a REALTOR® Member and meet the qualifications set out in Article V. Salespersons and license or certified appraisers who have access to and use of the Service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant.

**NOTE: Designated REALTOR®/MLS Participant:** The SPIBR Bylaws and MLS Rules and Regulations do not preclude the same REALTOR® Member from serving as the Designated REALTOR® for more than one real estate firm, provided the Member is a sole proprietor, partner, corporate officer, or branch manager acting on behalf of the firm's principals. Real estate firms are to be considered "separate firms" if they are separate and distinct legal entities pursuant to the applicable provisions of Texas law. Nor do the SPIBR Bylaws and MLS Rules and Regulations prevent the same REALTOR® Member from serving as the MLS Participant for more than one real estate firm, provided the REALTOR® Member is a principal, partner, corporate officer, or trustee of both firms. However, for administrative purposes, it is recommended that the same REALTOR® Member not serve as the Designated REALTOR® or MLS Participant for more than one real estate firm.

## **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 Board of REALTORS® taken by Participants on an Exclusive Right to Sell or Exclusive Agency Listing Agreement shall be delivered to the MLS within 48 hours after all necessary signatures of seller(s) have been obtained and shall be entered into the SPIBR online service within 48 hours.

- (a) single family/town homes for sale or exchange
- (b) vacant lots and acreage for sale or exchange
- (c) two-family, three-family, four-family, six-family and eight-family residential buildings for sale or exchange
- (d) condominiums for sale or exchange
- (e) commercial property for sale or exchange

**NOTE 1:** The MLS 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 MLS and the Board of Directors. However, the MLS, 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 MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller).

The MLS shall accept Exclusive Right to Sell listing contracts and Exclusive Agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents or both.

The listing agreement must include the seller's written authorization to submit the agreement to the MLS.

The different types of listing agreements include:

- (a) Exclusive Right to Sell
- (b) Exclusive Agency

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

The **Exclusive Right to Sell listing** is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The **Exclusive Agency listing** also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral basis, 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 name prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by Exclusive Right to Sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote Exclusive Agency and Exclusive Right to Sell listings with prospect reservations.

**NOTE 2:** A MLS 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 MLS 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 MLS.

**NOTE 3:** A MLS 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.

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

1. Residential
2. Residential income
3. Subdivided vacant lot
4. Land and ranch (acreage)
5. Business opportunity
6. Motel-Hotel
7. Mobile homes with or without land
8. Mobile home parks
9. Commercial
10. Commercial Income
11. Multi-unit

## 12. Residential rentals

### **Section 1.1--Listings Subject to Rules and Regulations of the Service:**

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

**Section 1.2--Detail on Listings Filed with the Service:** A listing agreement or property data form, when filed with the MLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

**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 listings shall be filed with the Service but not disseminated to the Participants. Filing of the listing should be accompanied by certification on the listing agreement, signed by the seller, that he does not desire the listing to be disseminated by the Service.

**Section 1.4--Change of Price/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 filed with the MLS within 48 hours (excepting weekends, holidays and postal holidays) after authorized change is received by the listing participant; provided, however, the listed price may only be changed while the listing is in Active status.

**Section 1.5--Withdrawal or Termination Prior to Expiration:** Listings may be terminated or withdrawn from the MLS by the listing Participant before expiration date of the listing agreement by broker-load and by submitting to the MLS a copy of the agreement between the seller or lessor and Participant which authorizes such termination or withdrawal. Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his or her exclusive relationship with the listing broker has terminated, the multiple listing service may remove the listing at the request of the seller.

**Section 1.6--Contingencies Applicable to Listings:** Any contingency or condition not otherwise disclosed in the MLS input sheet 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.

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

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

**Section 1.10--Expiration, Extension and Renewal of Listings:** Any listing filed with the Multiple Listing Service automatically expires on the dates specified in the agreement unless renewed by the listing broker and notice of renewal or extension is filed with the Service prior to expiration. Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing.

If notice of renewal or extension is not received within 48 hours after the expiration date of the original listing agreement, then a new listing must be secured for the listing to be filed with the Service. It should be published as a new listing. Any extension or renewal of the listing must be signed by

the seller(s) and be filed with the Service.

**Section 1.11--Termination Date on Listing:** Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller(s).

**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 may be accepted if submitted voluntarily by a Participant, but cannot be required by the Service

**Section 1.13--Listings of Suspended Participants:** When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation the Code of Ethics, Board 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 will not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

**Section 1.14--Listings of Expelled Participants:** When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board 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 shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired and will not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the

expulsion became effective. If a Participant has been expelled from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges a Board MLS is not obligated to provide MLS services including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

**Section 1.15--Data/Image Input Requirements:** It is required that all listings entered into the MLS database be accompanied by a photo of the existing property. For new construction an exterior front view photo, artist rendering, similar photo or professional sketch is acceptable. Office logos are prohibited.

Digital images and photo description text shall not contain legible contact information such as names, phone numbers, email addresses or web site addresses, including the use of embedded, overlaid, or digitally stamped information. Only images of the listed property or its grounds are permitted. Digital images previously submitted by a Participant may not be used by other Participants on subsequent listings.

Single Family, Townhouse, Condominium, Multi-Family and Rental Sketches to be of a professional nature and subject to the review of the MLS Committee. A minimum of one (1) digital image of each property listed above under Section 1--Property Types is required and shall be loaded into the MLS at the time of input of list date. In addition to the one required photo defined above, Participants are encouraged to load additional digital images which may consist of inside photos, views, floor plans, artist renderings and elevation drawings of the listed property or its grounds.

Listing information when entered into the MLS database must be accurate and complete and updated as information changes. All fields are required to be filled in when entering information into the MLS.

It is the responsibility of the Participant to check each listing and change to the listing to see that information has been entered properly.

Detail on listings filed with the MLS by the listing broker shall be complete in every detail which is ascertainable as specified on the property data form. Accurate information shall be information relevant to the promotion of the property and shall not include listing office/agent promotion such as website address, name, or telephone number of Agent/Office.

**Section 1.16--Other Provisions:** An Exclusive Right to Sell or Exclusive Agency listing placed with the MLS must include a provision expressly granting the listing broker authority to file the listing with the MLS to provide timely notice of status change of the listing to the MLS and provide sales information including actual selling price to the MLS upon sale of the property unless the seller has opted out via the listing agreement. Failure to do so will result in a fine in accordance with the *Compliance Guidelines*.

## **SELLING PROCEDURES**

**Section 2--Showings and Negotiations:** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the MLS shall be conducted through the listing broker, except under the following circumstances:

(A) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or

(B) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

An agent showing a property will assume full responsibility for such property during the time on the premises and the security thereof upon leaving the property.

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

**Section 2.2--Submission of Written Offers:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

**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.

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

**Section 2.5--Reporting Sales to the Service:** Sales shall be reported immediately to the MLS by the listing broker unless the negotiations were carried on under Section 2 (A) or (B) hereof, in which case the cooperating

broker shall report, sending a copy to the listing broker within twenty-four (24) hours after acceptance.

**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 actual selling price to the MLS upon sale of the property unless seller has opted out via the listing agreement. Failure to do so will result in a fine in accordance with the *Compliance Guidelines*. 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 unless seller has opted out via the listing agreement.

**Section 2.5(a)--Non-Participant Office:** For a non-SPIBR Participant use Non-MLS Member (1) on the selling side when providing sold information. When the selling office is a non-SPIBR Participant use the same Non-MLS Member (1), likewise for FSBO, Builders and New Construction. NOTE: Anything that is actually your listing must be entered through the Board office.

**Section 2.6--Reporting Resolutions of Contingencies:** The listing broker shall report to the MLS within forty-eight (48) hours that a contingency on file with the MLS has been fulfilled or renewed or the agreement cancelled.

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

**Section 2.8--Reporting Cancellation of Pending Sale:** The listing broker shall report immediately to the MLS 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 MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants and such listing shall be terminated.

## 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. All signs are to be removed within ten (10) days after sale of a property.

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

**Section 4.3--Solicitation of Listing Filed with the Service:** Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

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

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

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

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

**Section 4.4--MLS Service Mark:** The MLS Service Mark shall not be placed on property which is not filed with the Service, including listings which have been accompanied by certification from the seller that they do not desire the benefit of the MLS.

**Section 4.5--Other Prohibitions:** It is prohibited for Participants to

(A) Publish, adopt, disseminate, agree to adhere, or adhere to any schedule of commission fees:

(B) Artificially or arbitrarily, in any manner whatsoever, set or suggest the raising, lowering, fixing, establishing or maintaining the commission rates charged for any services rendered by real estate brokers or salespersons in any real estate transactions;

(C) Enter into, carry out, act under or enforce any agreement or understanding with any one or more real estate brokers or licensees, whether or not REALTORS®, which has the purpose or effect of fixing, maintaining or stabilizing any commission fee or rate charged for rendering real estate services or acting as a real estate licensee in the sale, lease, exchange or management of real property;

(D) Refuse to accept for MLS any listing because of the amount of commission set forth in such listings;

(E) Disclose in any way the total commission negotiated between the seller and the listing broker.

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

## **DIVISION OF COMMISSIONS**

**Section 5--Compensation Specified on Each Listing:** The listing broker shall specify on each listing filed with the MLS the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

**Note 1:** In filing a property with the MLS of a Board of REALTORS®, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants and shall therefore specify on each listing filed with the Service, the compensation being offered to the

other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.\*

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

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

- 1. By showing a percentage of the gross selling price,*
- 2. By showing a definite dollar amount.*

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

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

**Note 2:** The listing broker may, from time-to-time, adjust the compensation offered to other MLS Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised.

**Note 3:** The MLS shall make no rule on the division of commissions between Participants and Non-Participants. This should remain solely the responsibility of the listing broker.

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

**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.

**Section 5.1--Participant as Principal:** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants.

**Section 5.2--Participant as Purchaser:** If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing

broker not later than the time an offer to purchase is submitted to the listing broker.

**Section 5.3--Dual or Variable Rate Commission Arrangements:** The existence of a dual or variable rate commission arrangement (i.e., One in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or, one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by 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.

## **SERVICE CHARGES**

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

**(A) Initial Participation Fee:** An applicant for participation in the Service shall pay an application fee equal to an amount approved by the Service with the approval of the Board of Directors as from time to time amended. The fee is required to accompany the application. The initial fee to establish a branch office shall be set by the Board of Directors.

**(B) Recurring Participation Fee:** Monthly participation fees will be assessed based on the number of licensed salespersons under the principal brokers license located in the SPIBR jurisdiction and licensed or certified appraisers who have access to and use of the Service. The amount of such

fees shall be determined and approved by the SPIBR Board of Directors and may be amended from time to time.

**(C)** MLS fees are due and payable immediately by Participant upon acceptance of a new user application into SPIBR. Payment of such fees shall be made on or before the tenth (10<sup>th</sup>) day of each month. If payment is not made, the service of the office shall be suspended until such time as all fees, fines and assessments have been paid in full.

**Note 1:** Any combination of charges may be used if they are in accordance with the National Association's MLS Antitrust Compliance Policy Point Number 3 which prohibits a fee that is contingent on the sale of a listed property.

**Note 2:** Financing from the MLS should be adequate but not in such amounts as to be the source of financing the Board's operation. The MLS should pay its own way and allow for a reasonable operating reserve, but it is merely another service of the Board and not the principal activity or reason for the Board's existence. As long as it is able to restrict its services exclusively or primarily to Board members, the Service is not properly a Board profit center.

**Note 3:** MLS's that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of the MLS information as "subscribers" may, at their discretion, amend Section 6(b) as necessary to include such individuals in the computation of MLS fees and charges.

In the case of death of a Participant, the heir or assignee can continue participation in MLS without paying an entrance fee, provided they meet all other requirements for participation. Upon dissolution of a partnership, the remaining partner of an established office may continue participation in the MLS without paying an entrance fee provided the person meets all other requirements for participation.

**Section 6.1--Fines for Non-Payment of Fees and Charges:** Fines and/or penalties may be imposed by the SPIBR Board of Directors for violations of

the Rules and Regulations in accordance with the *Compliance Guidelines* as approved by the Board of Directors and amended from time to time.

**Section 6.2--Re-Instatement:** If Participant of this Service has had access to this Service or membership to the local association terminated for nonpayment of dues, fees, fines or other assessments duly levied in accordance with the provisions of these Rules and Regulations or the SPIBR Bylaws, or any of its services, departments, divisions or subsidiaries, Participant may apply for re-instatement in a manner prescribed for new applicants for participation, after making payment in full of all accounts due as of the date of termination plus a \$250 re-instatement fee.

Former Participants that were in good standing, who have voluntarily terminated their access to the Service, may apply for re-instatement and if application is received within one year of voluntary termination, the initial participation fee shall be \$250.

**Section 6.3--Duplicate Entry:** Duplicate listings are allowed subject to deletion of all but one upon closing. All deletion requests should be in writing and presented to the Board office with MLS numbers under which the listing was sold.

## **COMPLIANCE WITH RULES**

**Section 7--Compliance with Rules:** The following action will be taken for non-compliance with the rules:

(A) For failure to pay any service charge or fee within thirty (30) days of the date due, 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. There will be a late charge of \$20.00 for every invoice that is not paid by the 20<sup>th</sup> of every month.

(B) The SPIBR staff may initiate notice of fines for violations per the approved *Compliance Guidelines* for failure to comply with any rule, the provisions of Sections 9 and 9.1 shall apply.

**Note:** Generally warning, censure and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the MLS. 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, *Compliance Guidelines*.

**Section 7.1--Applicability of Rules to Users and/or Subscribers:** Non-Principal brokers, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for 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.

**Section 7.2--Accuracy Reports:** If a REALTOR® member finds a listing in the MLS system that does not comply with the input sheet guide or violates the MLS Rules and Regulations, he should submit an accuracy report to the Association office. The Association office will in turn send a copy of this accuracy report, minus the submitter's identification, to the participating listing broker. If the listing broker disagrees with the charge contained in the accuracy report, a written response must be submitted to the association office within one week of notification. The MLS Committee members will rule on this matter at the earliest possible convenience with the listing broker being notified of the time and place. If the listing broker fails to either correct the deficiencies or respond in writing within one week of notification, all computer passwords pertaining to that office will be suspended from the MLS system until the error is corrected. All passwords will then be immediately restored.

Accuracy reports may be submitted on active listings and sold listing as far back as one calendar year.

**Section 7.3--Suspension of Participants:** When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations or other membership 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 Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

**Section 7.4--Expulsion of Participants:** When a Participant of the Service is expelled from the MLS for failure to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other membership obligations except failures to pay appropriate dues, fees or charges), all listings currently filed with 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 Association or MLS (or both) for failure to pay appropriate dues, fees or charges, the Association MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings from the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listing from the MLS, they should be advised, in writing, of the intended removal so that the expelled participant may advise his clients.

## **FORMATION AND MEETINGS OF MLS COMMITTEE**

**Section 8--Meetings of MLS Committee:** The MLS 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 MLS.

**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/her failure to do so, by the Committee.

**Section 8.3--Appointment of MLS Committee:** The President of the SPIBR shall appoint, subject to confirmation of the Board of Directors, a MLS Committee of not less than five (5) REALTOR® members, along with one member serving on the Board of Directors to act as liaison to the Board of Directors of the SPIBR. All members of the Committee shall be Participants in the MLS and shall be REALTOR® members of the SPIBR Association, who are affiliated with Participants, and have the consent of such Participants to serve on the Committee if appointed. The Committee members so named shall serve two year staggered terms. No more than two people per office shall serve at the same time.

**Section 8.4--Vacancies:** Vacancies in un-expired terms shall be filled as in the case of original appointees.

**Section 8.5--Attendance:** Any Committee member, who fails to attend three (3) regular meetings of the MLS Committee in one calendar year, shall be deemed to have resigned from the Committee and the vacancy shall be filled as herein provided for original appointments. Unexcused absences from three (3) regular meetings in one calendar year shall be construed as resignation there from. (Excused absences shall be approved by the MLS Committee.)

## **ENFORCEMENT OF RULES OR DISPUTES**

**Section 9--Consideration of Alleged Violations:** The Committee shall give

consideration to all written complaints having to do with violations of the rules and regulations.

**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 MLS 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.

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

**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.

## **CONFIDENTIALITY OF MLS INFORMATION**

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

with such Participants.

**Section 10.1--MLS Not Responsible for Accuracy of Information:** The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

**Section 10.2--Access to Comparable and Statistical Information:** REALTOR® members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including "comparable" information, "sold" information and statistical reports. This information is provided for the exclusive use of Board members and individuals affiliated with Board members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these Rules and Regulations. The fee for information is to be determined by the SPIBR Board of Directors.

## **OWNERSHIP OF MLS COMPILATION\* AND COPYRIGHT**

**Section 11--MLS Compilation:** By the act of submitting any property listing data to the Board MLS the Participant represents that he has been authorized to grant and also thereby does grant authority for the Board to include the property listing data in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

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

**Section 11.1--Copyright:** All right, title and interest in each copy of every MLS compilation created and copyrighted by the SPIBR Association and in the copyrights therein, shall at all times remain vested in the South Padre Island Board of REALTORS®.

**Section 11.2--Photos:** Copying and use of all photos submitted to the SPIBR is strictly prohibited.

**Section 11.3--**Each participant shall be entitled to lease from the SPIBR a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association. \*

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

*\*It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable", as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to, the total number of listings in the MLS Compilation, how closely the types of properties contained in such 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 COPYRIGHTED MLS COMPILATION**

**Section 12--Distribution:** Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Board of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individual who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by a Board MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by a Board MLS where access to such information is prohibited by law.

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

(A) The term MLS compilation, as used in Section 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, current software provider, card file, E-book or any other format.

(B) The section should not be construed to require the Participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling or appraising the types of properties which are required to be filed with the MLS and who does not at any time have access to nor use of the MLS information nor the MLS facility of the Board.

**Section 12.2--Reproduction:** Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in

the following limited circumstances.

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

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

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

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

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

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

## **USE OF MLS INFORMATION**

**Section 13--Limitations on Use of MLS Information:** Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or MLS may be used by the MLS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker).

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

*Based on information from the South Padre Island Board of REALTORS® Multiple Listing Service for the period (date) through (date).*

## **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 members of the MLS Committee, subject to approval by the Board of Directors of the

South Padre Island Board of REALTORS®.

**Section 14.1--Suggestions from Membership:** Any comments or suggestions from membership to the MLS Committee need to be submitted in writing in order to be placed on the agenda.

**Note:** Some associations may prefer to change the rules and regulations by a vote of the participants, subject to approval by the board of directors of the association of REALTORS®.

## **ORIENTATION**

**Section 15--Orientation:** Any applicant for MLS participation and any licensee affiliated with a MLS Participant who has access to and use of the 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 forty-five (45) days after access has been provided.

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

**Section 16--IDX Defined:** IDX affords MLS Participants and users affiliated with their office the option of authorizing display of their active listings on other Participants' internet web sites.

**Section 16.1--Authorization:** Participants' consent for display of their active listings by other Participants and users pursuant to these Rules and Regulations must be established in writing. If a Participant withholds consent 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. Participant's consent to display of their listings by other Participants is required to have their listings transmitted by the MLS to aggregators/publishers of real property ads.

**Section 16.2--Participation:** Participation in IDX is available to all MLS

Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants. This requirement can be met by maintaining an office or internet presence from which Participants are available to represent real estate sellers or buyers (or both).

**Section 16.2.1**—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 16.2.2**—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 16.2.3**—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 16.2.4**—Participants may select the listing they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of the 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 16.2.5**—Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

**Section 16.2.6**—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 16.3--Display:** Display of listing information pursuant to IDX is subject to the following rules:

(A) Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited.

(B) Participants and users affiliated with their office shall not modify or manipulate information relating to other Participant's listings. (This is not a limitation on site design but refers to changes to actual listing data.)

(C) All listings displayed pursuant to IDX shall identify the listing firm.

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

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

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

(G) Participants and users affiliated with their office must refresh all downloads and refresh all data at least once a day.

(H) Participants and users affiliated with their office shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

(I) Listing information downloaded and/or otherwise displayed pursuant to IDX shall be limited to properties listed on an Exclusive Right to Sell basis.

(J) 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.

(K) Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLS's.

(L) No portion of the IDX database shall be used or provided to a third party for any purpose other than those expressly provided for in these rules.

**Section 16.4--Service Fees and Charges:** Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

**Multiple Listing Service**  
**South Padre Island Board of REALTORS®**  
***WAIVER OF MLS SERVICES***

The Participant of the Service shall be exempt from payment of Multiple Listing subscription (MLS) fees for any individual employed by or affiliated as an independent contractor with the Participant who does not actually have access to and use of the Service.

Such exemption shall only be effective for the remainder of the calendar year. The exemption, if recommended by the Multiple Listing Committee, shall be effective when approved by the Board of Directors. The exemption for any individual shall automatically be revoked upon the individual's utilization of the service in any manner.

**CERTIFICATION OF INDIVIDUAL AFFILIATED WITH PARTICIPANT IN A MULTIPLE LISTING SERVICE:**

I, \_\_\_\_\_ associated with

\_\_\_\_\_, do not use the South Padre Island Board of REALTORS® MLS in any way at any time, and understand that if I should utilize the MLS at any time, the Participant with whom I am affiliated is obligated to pay an additional individual subscription fee from the inception of the Participant's MLS non-use Agreement.

\_\_\_\_\_  
Signature of Individual Affiliated with Participant

\_\_\_\_\_  
Type Name of Individual Affiliated with Participant

**CERTIFICATION BY PARTICIPANT OF BOARD  
MULTIPLE LISTING SERVICE AS TO INDIVIDUAL'S  
CERTIFICATION ABOVE:**

I agree that if \_\_\_\_\_ utilizes the Multiple Listing Service of the South Padre Island Board of REALTORS® in any way at a future date, I will notify the MLS and pay the required subscription fee of the South Padre Island Board of REALTORS® MLS from the inception of the Participant's MLS non-use Agreement.

\_\_\_\_\_  
Signature of MLS Participant

\_\_\_\_\_  
Date                      Typed Name of MLS Participant