

**RULES AND REGULATIONS  
OF  
THE MULTIPLE LISTING SERVICE**

**SALISBURY/ROWAN ASSOCIATION OF REALTORS®, INC.**

**SECTION 1  
AUTHORITY AND PURPOSE**

1.1 **AUTHORITY:** The Salisbury/Rowan Association of Realtors®, Inc. shall maintain for the use of its member Participants, a Multiple Listing Service which shall be subject to the Bylaws of the Salisbury/Rowan Association of REALTORS®, Inc. and such Rules and Regulations as may be hereinafter adopted.

1.2 **PURPOSE:** A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non agency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease).

**SECTION 2  
SUPERVISION**

2.1 The Multiple Listing Service shall be operated in accordance with Article XVIII of the Bylaws of the Salisbury/Rowan Association of REALTORS®, Inc., under the supervision of the Multiple Listing Service Committee which shall make recommendations to the Board of Directors of the Association for its proper functioning.

2.2 **Appointment of Committee:** The President shall appoint, subject to confirmation by the Board of Directors, a Multiple Listing Committee of nine (9) REALTOR® members. All members of the Committee shall be Participants in Multiple Listing, except at the option of the local Association, REALTORS® affiliated with Participants may be appointed to serve in such numbers as determined by the local Association. The Committee members so named shall serve three-year terms. The Chair is named by the President.

2.3 **Vacancies:** Vacancies in unexpired terms shall be filled as in the case of original appointees.

2.4 **Attendance:** Any committee member who fails to attend three (3) consecutive regular or special meetings of the Committee, without excuse acceptable to the Chair of the Committee, shall be deemed to have resigned from the Committee and the vacancy shall be filled as herein provided for original appointees.

## **SECTION 3 DEFINITIONS**

For the purpose of these Rules the following definitions will apply:

**3.1 MEMBER PARTICIPATION:** Any REALTOR® of this or any other Association who is a principal, partner, corporate officer, or branch office manager, acting on behalf of a principal, without further qualification, except as otherwise stipulated in the Bylaws of the Association, shall be eligible to participate in Multiple Listing upon agreement in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto.

Any applicant for MLS participation and any license (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than four (4) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval within sixty (60) days after access has been provided.

However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service “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. Use of information developed by or published by the Association’s Multiple Listing Service is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey “participation” or “membership” or any right of access to information developed or published by the Association’s Multiple Listing Service where access to such information is prohibited by law.

**3.2 PARTICIPANT:** When there is more than one Principal in a real estate firm, the MLS Participant shall be so designated in writing. He/she shall be responsible to the MLS for his/her actions and the actions of all Subscribers. The MLS Participant shall be assigned an office Code, shall pay the application fee and the monthly licensee participation fee to the MLS. Said fees shall be payable in full at the time of initial MLS membership application.

**3.3 SUBSCRIBERS:** Subscribers (or users) of the MLS include non-principal brokers, sales associates, and licensed and certified appraisers affiliated with Participants. Subscribers also include affiliated unlicensed administrative and clerical staff, personal assistants, and 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.

## **SECTION 4 PARTICIPATION**

**4.1** Any REALTOR® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.\* However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service “membership” or “participation” unless they hold a current, valid real estate broker’s license and offer or accept 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.\*\* Use of information developed by or

published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. (Amended 11/08)

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm 'offers or accepts cooperation and compensation' means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The „'actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website ("VOW") (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "offer or accept cooperation and compensation" only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants. (Adopted 11/08)

4.2 An MLS Participant in good standing may request inactive status with the MLS in writing. Such Participant in voluntary inactive status may re-enter the MLS as a Participant provided he/she shall still meet all the requirements of membership as provided in these Rules and Regulations and by paying the required fees and signing the annual Participation Statement. In the event of a termination of participation for any reason, an MLS Participant shall surrender all forms, supplies and shall pay all outstanding indebtedness to the MLS.

4.3 A Participant must be in good standing in the Salisbury/Rowan Association of REALTORS® and/or be a Participant in the MLS to place listings into the MLS, to subscribe to the listing information and to subscribe to the on-line service.

## **SECTION 5 LISTING PROCEDURES**

5.1 LISTING PROCEDURES: Listings of real properties of the following types which are listed subject to a real estate broker's license, located within the territorial jurisdiction of the Salisbury/Rowan Association of REALTORS®, taken by Participants on an Exclusive Right to Sell or Exclusive Agency contract shall be entered into the MLS Service within ninety six (96) hours after all necessary signatures of seller(s) have been obtained.

1. Residential – Townhouse. Single family, condominium, townhouse, or patio homes for sale or exchange.
2. Residential Lots – Acreage & Land. Vacant lots, acreage, farms and ranches for sale or exchange.
3. Commercial – Commercial properties for sale or exchange
4. Multi-Family. Two-family, three family and four-family residential buildings for sale or exchange.

5.2 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 interest of the public and the Participants.
2. Assure that no listing form filed with the Multiple Listing Service established, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller).

5.3 Participants of the system are required to enter the following items into the MLS:

1. Property Type
2. List Price
3. List Date
4. Expire Date
5. Street Number (if no street number, enter 0)
6. Owner/Seller's full legal name (if seller request information to be withheld – request must be submitted to Association Office in writing)
7. Room Dimensions (Residential only)
8. Field "Level" - Alpha Characters, L (lower), M (main), U (upper)
9. Schools
10. Tax Map and Parcel
11. Approximate acreage
12. Approximate square footage (of lot or parcel)
13. Number of Bedrooms (Residential only)
14. Number of Baths (Residential only)
15. Number of Half Baths (Residential only)
16. Approximate Year Built
17. Approximate Square Feet
18. Approximate Square Feet Basement – Finished
19. Approximate Square Feet Basement - Unfinished
20. Percentage or dollar amount of compensation to the Seller's Subagent

21. Percentage or dollar amount of compensation to the Buyer's Broker
22. A: Type/Style (2)
23. B: Construction (to 3)
24. C: Foundation-Basement (3)
25. E: Heating System (2)
26. F: Air Conditioning (2)
27. H: Water Sewer (2)
28. J: Garage-Carport (2)
29. K: Fireplaces (4)
- 30.. L: Porch (3)
31. M: Appliances (8)
32. N: Interior Features (16)
33. O: Exterior Features (6)
34. P: Misc Features (5)
35. Q: Location Description (4)
36. R: Acreage Range (1)
37. Y: Showing Instructions (4)
38. Z: Area (1)
39. Main View Photo
  
40. Areas are delineated as follows:
  - Area 1: 85N to 70W
  - Area 2: 85N to 52E
  - Area 3: 85S to 52 E
  - Area 4: 85S to 70W
  - Area 5: Salisbury City Limits
  - Area 6: Lake-Rowan County
  - Area 7: Outside Rowan County
  
38. Listing Photograph (Residential/Townhouse listings only; listing will only be available when main photo is uploaded) All users have the ability to delete their own listing photos.
39. Utilities: (i.e. gas, electric, etc. – In Residential-Townhouse and Residential Lots-Acreage & Land Categories
40. Branding on Listings: The Blanking/Client Copy shall not identify the listing agent, firm or seller. Contact information, marketing or promotional messages shall not be placed in photos, remarks or directions. Promotional message may include, but are not limited to, Web site or e-mail addresses or other contact information that give reference to the listing office or listing agent.

5.4 The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents, or both.

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

5.6. The Multiple Listing Service has the right to request documentation verifying the accuracy of the listing. Failure to provide requested documents within seventy two (2) hours will result in fines assessed of \$25.00 per document and \$5.00 per day thereafter until the documents are received in the MLS office.

5.7. The different types of listing agreements include:

1. **Exclusive Right-to-Sell Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker. *(Amended 5/06)*
2. **Exclusive Agency Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker. *(Amended 5/06)*
3. **Open Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker. *(Amended 5/06)*

**Note:** These definitions are provided to facilitate categorization of listings in MLS compilations. In any area of conflict or inconsistency, state law or regulation takes precedence. If state law permits brokers to list property, on either an exclusive or open basis, without establishing an agency relationship, listings may not be excluded from MLS compilations on the basis that the listing broker is not the seller's agent. *(Adopted 11/93, Amended 5/06)*

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

5.8 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.

5.9 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 or agents exempted should be clearly distinguished from exclusive right to sell listing with no named prospects or agents 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. When Exclusions exist, Yes must be checked in the Exclusions field. Variable commission rates should also be clearly distinguished by entering Yes into the Variable Listing field when a listing has a variable rate commission.

5.10 Participants must ensure the listing form used does not establish, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller). 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.

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

5.12 TYPES OF PROPERTIES: The following are some of the types of properties that may 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, any listing submitted is entered into within the scope of the participant's licensure as a real estate broker:

1. Residential – Townhouse. Single family, condominium, townhouse, or patio homes for sale or exchange.
2. Residential Lots – Acreage & Land. Vacant lots, acreage, farms and ranches for sale or exchange.
3. Commercial – Commercial properties for sale or exchange
4. Multi-Family. Two-family, three family and four-family residential buildings for sale or exchange

5.13 LISTING 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).

5.14 CHANGE OF STATUS OF LISTING: Any change in listed price, contract extension, or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be entered into the computer within ninety six (96) hours after all signatures of the seller(s) have been obtained.

5.15 Sellers do not have the unilateral right to require an MLS to withdraw a listing without the list broker's concurrence. However, when a seller(s) can document that his or exclusive relationship with

the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller.

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.

**5.16 CONTINGENCIES APPLICABLE TO LISTINGS:** Any contingency or conditions of any term in the listing, as defined below, shall be specified and noticed to the Participants.

- A listing is to be marked Contingent if current Buyer still has a home to sell;
- A listing is to be marked Under Contract when a Contract has been signed;
- A listing is to be marked Pending when all inspections, loan documents, etc. have been approved and only the closing meeting remains.

**5.17 LISTING PRICE SPECIFIED:** The full gross listing price, stated in the contract, must be included in the MLS. The MLS **SHALL NOT** accept net listings.

**5.18 LISTING MULTIPLE UNIT PROPERTIES:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing contract and in the computer data entry. When part of a listing property has been sold, proper notification must be given the MLS within the prescribed time frame for change of status.

**5.19 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 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.

**5.20 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 in writing in the office file before expiration.

If notice of renewal or extension is dated ninety six (96) hours after the expiration date of the original listing, then a new listing must be secured for the listing to be filed with the Service. It should then be published as a new listing. Any extension or renewal of a listing must be signed by the seller(s) and retained in the office file.

**5.21 TERMINATION DATE ON LISTINGS:** Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller.

**5.22 JURISDICTION:** Only listings of the designated types of property located within the jurisdiction of the Salisbury/Rowan Association of REALTORS® are required to be submitted to the Service. Listings of property located outside the Association's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. Our Association's jurisdiction includes and is limited to all of Rowan County, North Carolina.

5.23 TRANSFERRING AND DELETING LISTINGS: All users may transfer their own listings. Broker and Staff level users also shall have the ability to transfer listings within their office. Only Board Level users shall have the ability to delete listings.

5.24 WITHDRAWN AND BACK ON MARKET LISTINGS: All users may temporarily withdraw or bring their own listings back on the market. Broker and Staff level users also shall have the ability to temporarily withdraw or bring listings within their office back on the market.

5.25 LISTINGS OF SUSPENDED PARTICIPANTS: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, 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, be transferred to the firm's Broker In Charge and 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 or MLS (or both) for failure to pay appropriate dues, fees or charges, an 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 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.

5.26 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 resigned Participant's listings from MLS, the resigned Participant will be advised in writing of the intended removal so that the resigned Participant may advise his clients.

5.27 CO-LISTINGS: Listings that are co-listed with other licensees who are not member Participants or Subscribers of the Salisbury/Rowan MLS must not be entered into the MLS.

## **SECTION 6 SELLING PROCEDURES**

6.1 SHOWINGS AND NEGOTIATIONS: Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple Listing Service shall be conducted through the listing broker except under the following circumstances:

1. The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
2. 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 the cooperating broker.

Lockbox codes and combinations shall be kept confidential. MLS participants are the only individuals with access to this information.

An agent must accompany Buyers to all showings and inspections.

Business cards should be left at all showings, occupied or vacant.

**6.2 PRESENTATION OF OFFERS:** The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

**6.3 SUBMISSION OF WRITTEN OFFERS:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer. (Adopted 11/87)

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

**6.4 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.

**6.5 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS:**  
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 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.

**6.6 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 ninety-six (96) 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 ninety-six (96) hours after occurrence and the listing broker shall report them to the MLS within ninety-six (96) 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 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)

**6.7 REPORTING RESOLUTIONS OF CONTINGENCIES:** The listing broker shall report to the Multiple Listing Service within ninety six (96) hours that contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled.

**6.8 ADVERTISING OF LISTING FILED WITH THE SERVICE:** A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker. The only exception being the agreed upon Internet Data Exchange rules below.

**6.9 REPORTING CANCELLATION OF PENDING SALE:** The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale and the listing shall be reinstated immediately if possible, but no later than ninety six (96) hours.

**6.10 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.

**6.11 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.

**6.12 "FOR SALE" SIGNS:** Only the "For Sale" signs of the listing broker may be placed on the property.

**6.13 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.

**6.14 SOLICITATION OF LISTINGS FILED WITH THE SERVICE:** Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTOR® Code of Ethics, its Standards of Practice and its Case Interpretations.

**6.15 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 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.

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 published by the MLS shall be shown in one of the following forms: (1) By showing a percentage of the gross selling price, or (2) By showing a definite dollar amount.

1. The listing broker may, from time to time, adjust the compensation offered 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.
2. The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

**6.16 PARTICIPANT AS PRINCIPAL:** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any 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.

**6.17. PARTICIPANT AS PURCHASER:** If a Participant or any licensee (including licensed and certified appraisers) affiliated with 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.

**6.18 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS:** The existence of a dual or variable rate commission agreement (i.e., one in which the seller/landlord agrees to pay a specified commission in 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.

**6.19 SELLERS CONCESSIONS:** When closing a listing as Sold, the Participant shall be required to indicate Sellers Concessions (Y/N), and if Y, the dollar amount paid by the Seller.

**6.20 DISCLOSURE OF POTENTIAL SHORT SALES:** Participants must disclose potential short sales in agent remarks 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 7 SERVICE CHARGES**

7.1 FEES: The following service charges for operation of the Multiple Listing Service are in effect to defray the cost of the Service and are subject to change from time to time in the manner prescribed.

1. Initial Participation Fee:  
Applicants for participation in the Service shall pay application fees as follows:  
Office - \$250.00
2. Individual Participant - \$250.00
3. Recurring Participation Fee:  
**Monthly** participant fees are as follows:
  - a. Primary Members - \$35.00
  - b. Secondary Members - \$35.00
  - c. MLS Only Members - \$52.00
4. Payment of Fees: MLS fees are billed monthly, in advance, on the first business day of each month. MLS fees are due when billed and must be paid not later than the 15th of each month.

7.2 Nonpayment:

1. Should a bill be unpaid after the 20th of any month, a \$10.00 late fee will be assessed. If the bill is still unpaid on the last day of the month, the Participant is automatically suspended and all MLS services are denied to the firm until arrangements are made to satisfy the account. There is a \$50.00 fee to restore suspended services.
2. When a Participant notifies the Association Executive that the Participant is unable to pay a delinquent account in full, the Association Executive shall notify the Executive Committee which may negotiate a payment schedule with the participant. In no event shall any delinquent account continue in a delinquent status more than 60-days.
3. The provisions of Sections 8 below shall apply in other cases involving alleged violations of the rules.

## **SECTION 8 COMPLIANCE WITH THE RULES AND ENFORCEMENT OF THE RULES**

8.1 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 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.

**8.2 VIOLATIONS OF RULES AND REGULATIONS:** If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the multiple listing service committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of Realtors® within twenty (20) days following receipt of the committee's decision.

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

**8.3 NON-COMPLAINE:** The following action will be taken for non-compliance with the rules.

1. Assessments
  - a. For failure to input a new listing within ninety six (96) hours of the effective date of the listing contract received by listing office, the Listing REALTOR® participant shall be assessed a fine of \$5 per day until the listing has been imputed.
  - b. For failure to correct or complete a required field within ninety six (96) hours of the effective date of the listing contract received by listing office, the Listing REALTOR® participant shall be assessed a fine of \$5 per day until the listing has been corrected or completed.
  - c. For failure to file a report a listing Under Contract within ninety six (96) hours, the Listing REALTOR® Participant shall be assessed a fine of \$5 per day for each day that the Under Contract status was not reported unless a written explanation acceptable to the MLS Committee is submitted.
  - d. For failure to file a report of sale Pending within ninety six (96) hours after all contingencies have been met, (contingencies to include loan approval, home inspections, and/or contingent sales), the Listing REALTOR® Participant shall be assessed a fine of \$5 per day for each day that the pending sale was not reported unless a written explanation acceptable to the MLS Committee is submitted.
  - e. For failure to report a sale Closed within ninety six (96) hours following closing, (closing to be ultimately determined by the date of the recorded deed), the Listing REALTOR® Participant shall be assessed a fine of \$5 per day for each day that the closed sale was not reported unless a written explanation acceptable to the MLS Committee is submitted.

- f. For providing an MLS password or login to an unauthorized recipient a Participant or Subscriber will be accessed a fine of \$2,500.
  - g. For extending the length of a contract without a record of the extension in writing in the listing office file will be accessed a \$250 fine.
  - h. For giving out lock box codes to buyers or sellers will result in a \$250.00 fine.
2. For failure to comply with any other rule the following shall apply:
- a. **CONSIDERATION OF ALLEGED VIOLATIONS:** The MLS Committee shall give consideration to all written complaints from Participants having to do with violation of the Rules and Regulations.
  - b. **VIOLATIONS OF RULES AND REGULATIONS:** Brokers-In-Charge shall be responsible for having each Participant in their office sign “Annual Participation Statement.” Agents without signed statement within 60 days of access will be denied MLS privileges and any participation fees paid for the denied period shall be credited.
  - c. **COMPLAINTS OF PROFESSIONAL MISCONDUCT:** All other complaints of unethical conduct shall be referred by the MLS Committee to the Association Executive of the Salisbury/Rowan Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws.

## **SECTION 9 CONFIDENTIALITY AND ACCURACY OF MLS INFORMATION**

9.1 **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 Participant.

9.2 **MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:** The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify the information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any in-accuracy or inadequacy of the information such Participant provides.

## **SECTION 10 OWNERSHIP OF MLS COMPILATION AND COPYRIGHTS**

10.1 **ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** Association 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 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 Association 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.

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

10.3 All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Salisbury/Rowan Association of REALTORS®, and in the copyrights therein, shall at all times remain vested in the Salisbury/Rowan Association of REALTORS®.

10.4 Each Participant shall be entitled to purchase from the Salisbury/Rowan Association of REALTORS® a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such Compilation. The Participant shall pay, for each such copy, the purchase price set by the Association. Participants shall acquire by such lease only the right to use the MLS Compilations in accordance with these rules.

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

10.6 **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.

10.7 **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 perspective 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, 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 from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that a Association or Association-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.

However, any advertisement or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Association 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 Multiple Listing Service of the Salisbury/Rowan Association of REALTORS®, for the period (date) through (date)

## **SECTION 11 MEETINGS**

**11.1 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.

**11.2 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.

**11.3 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.

## **SECTION 12**

### **INTERNET DATA EXCHANGE**

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

12.2 **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.

12.3 **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).

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

12.5 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.

12.6 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.

12.7 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, exclusive agency, or open listing), 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.

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

12.9 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.

12.10 When displaying listing content, 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.

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

1. Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.
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.
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.
4. All listings displayed pursuant to IDX shall identify the listing agent.
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.
6. All listings displayed pursuant to IDX shall show the MLS as the source of the information.
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.
8. 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.
9. Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLSs. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.
10. Display of expired, withdrawn, and pending listings is prohibited.
11. Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.

12. 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.

13. 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.

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

### **SECTION 13 VIRTUAL OFFICE WEBSITE (VOW) RULES**

**Section 13.1 (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 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

**(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 Participant AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

**(d)** As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by by Participants to the MLS and aggregated and distributed by the MLS to Participants.

**Section 13.2 (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 13.3 (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 13.4:** 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 13.5:** 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 13.6 (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 13.7:

(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 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 13.8:** 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 13.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 13.10:** 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 13.11:** 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 13.12:** 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 13.13:** 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 13.14:** 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 14 USE OF MLS INFORMATION**

**14.1 LIMITATIONS ON USE OF MLS INFORMATION:** Use of information from MLS compilation of current listing information, from the Board's "Statistical Report", or comparable" report of the Board or MLS for public mass-media advertising by an MLS Participant or in other public representation may not be prohibited.

However, any print or non-print 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 Salisbury/Rowan Association of Realtors (alternatively, from the Salisbury/Rowan Association of REALTORS MLS) for the period (date) through (date).

## **SECTION 15 SUPRA DISPLAYKEY AND LOCKBOXES**

15.1 Any key, programmer, or other device (hereinafter referred to as key) by which a lock box can be opened shall be nonduplicative. By nonduplicative it is not meant that the key is necessarily covered by a current patent but that it cannot be readily copied in the manner that other types of keys ordinarily are.

15.2 Keys shall be obtained from the original manufacturer, from a recognized vendor of lock box systems or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, information shall be obtained from the original manufacturer to determine whether the key's pattern, code, or configuration is already in use by other associations, multiple listing services, or other users in the vicinity. Surrounding associations and multiple listing services shall also be contacted to determine whether the key's pattern, code, or configuration is currently in use.

15.3 The lock box system shall be designated as an activity of the Salisbury/Rowan Association of REALTORS® (hereinafter referred to as the Association). Every Realtor® and every non-principal broker, licensee and licensed or certified appraiser, shall be eligible to hold a key subject to their execution of a lease agreement with the Association. (Amended 11/96)

15.4 Keyholders shall enter into a lock box lease agreements with the Association which shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the Association that relate to the operation of the lock box system.

15.5 Keys may not be used under any circumstances by anyone other than the keyholder. (Amended 2/98)

15.6 Unlicensed assistants under the direct supervision of a member broker and keyholder may not be issued a key, but may lease a key on a per day basis at the request of the member broker and keyholder.

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

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

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

- the nature and seriousness of the crime
- the relationship of the crime to the purposes for limiting lock box access

- the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- the extent and nature of past criminal activity
- time since criminal activity was engaged in
- evidence of rehabilitation while incarcerated or following release and
- evidence of present fitness (Adopted 11/99)

15.8 No one shall be required to lease a key from the Association except on a voluntary basis.

15.9 Keys shall be leased to affiliate members of associations who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the keyholder and by a principal, partner, or corporate officer of the keyholder’s firm. (Amended 11/97)

15.10 The Association shall conduct an annual audit of all keys, whether issued or in inventory by receipt of a statement signed by the keyholder and the designated Realtor® or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder’s firm, attesting that the key is currently in possession of the keyholder.

15.11 SUPRA DISPLAYKEY AND LOCKBOX FEE SCHEDULE:

1. DisplayKEY Fees

Keyholders shall pay to SRAR Key Issuance Fees for the DisplayKEY and System Services as set forth below:

<b>Product</b>	<b>DisplayKEY</b>
Total Lease Price	\$199.00 + tax
Installment Lease Price	\$6.00 per month per key for 36 months**
Monthly Service Fee	\$8.00 per month
Activation Fee (Applies only to DisplayKEYS leased after June 30, 2006)	\$50.00
Non-refundable Deposit (Applies only to Installment Lease Agreements)	\$50.00

The Monthly System Fee is invoiced each month with MLS Fees billing, and late fees will be applied as set forth in the current MLS Rules and Regulations. Keyholders who fail to meet the payment deadline will be inactivated in the same manner as set forth in the current MLS Rules and Regulations.

2. iBox Costs

iBoxes may be purchased for \$82.00 each plus tax until the Association has supply available from the initial purchase. After that time, the charge for each iBox will be \$89.00 plus tax.

### 3. Product Replacement Cost

a. If any Leased, Subleased, or purchased Product is lost, stolen, or damaged by Keyholder and must be replaced during the Term, Keyholder should be prepared to pay the following replacement fees:

DisplayKEY w/Cradle	\$199.00 + tax
DisplayKEY only	\$150.00 + tax
DisplayKEY Cradle only	\$49.00 + tax

DisplayKEYs and/or Cradles and/or Leased iBoxes that are stolen may be replaced free of charge if Keyholder can provide SRAR with a copy of a Police Report of the Incident.

If any previously lost/stolen Product is recovered, Keyholder must return, to SRAR, the replacement product they were given. At no time may a Keyholder retain more than one DisplayKey. Upon return of replacement product, Keyholder may expect to receive a partial refund as outlined below:

<b>Product Returned</b>	<b>Refund Amount</b>
DisplayKey w/Cradle	\$139.00
DisplayKEY only	\$90.00
Cradle only	\$19.00

In the case of a defective key, no key replacement will be made without a Supra Reference Code.

### 4. Liquidated Damages

The damages for Keyholder's failure to return any unit of the leased or purchased product within one (1) week of resignation or termination from SRAR/SRMLS, shall be as follows:

DisplayKEY w/Cradle	\$199.00+ tax
DisplayKEY only	\$150.00 + tax
DisplayKEY Cradle only	\$49.00 + Tax

### 5. Keyholder Default

Keyholders found to be in violation or default of the Keyholder Lease Agreement and/or Rules and Regulations are subject to the fines as set forth the current MLS Rules and Regulations.

If, at the time of inventory, a key is unaccounted for, or if a keyholder refuses or is unable to demonstrate that the key is within their physical control, then the key will be considered unaccounted for and any funds on deposit will be forfeited to the association.

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

15.13 Keyholders shall immediately report lost, stolen, or otherwise unaccountable for keys to the Association. Upon receipt of notice, the association shall take any steps deemed necessary to resecure the system.

15.14 FINES FOR VIOLATIONS OF THESE RULES:

Violations include (but may not be limited to):

1. Failure to keep the Key in your possession or in a safe place at all times;
2. Attaching the PIN to the Key, or disclosing the PIN to any third party;
3. Lending or otherwise transferring the Key to any other person or entity, or permitting any other person or entity to use the Key for any purpose whatsoever, whether or not such other person or entity is a real estate broker or salesperson;
4. Duplicating the Key or allowing any other person to do so;
5. Assigning, transferring or pledging the Key;
6. Destroying, altering, modifying, disassembling or tampering with the Key or knowingly or unknowingly allowing anyone else to do so;
7. Failure to notify the MLS immediately in writing in the event of a loss or theft of the Key or any Lockboxes, and of all circumstances surrounding such loss or theft;
8. Failure to follow all additional security procedures as specified by the MLS;
9. Failure to safeguard the code for each Lockbox from all other individuals and entities, whether or not they are authorized users of the Supra System;
10. Attaching a Lockbox shackle code to the Lockbox.
11. Other violations as may be determined by the Board of Directors.

15.15 Compliance Fee Schedule:

1 <sup>st</sup> Violation	\$500
Additional violations of the same offense by the same individual, whether Member Participant or Subscriber, within a calendar year	2 <sup>nd</sup> \$550 3 <sup>rd</sup> \$600 4 <sup>th</sup> \$650
	Fine will increase by \$50 for each additional occurrence to a maximum of \$500. Thereafter, fines shall be as determined by the SRAR Board of Directors.
Non Compliance (within 96 hours of notification)	\$300
Non Payment (failure to pay within 20 days)	\$200

**SECTION 16**  
**CHANGES IN RULES AND REGULATIONS**

**16.1 CHANGES IN RULES AND REGULATIONS:** Amendments to the Rules and Regulations of Service shall be a 2/3 vote of the members of the Multiple Listing Service Committee, subject to approval by the Board of Directors of the Association of Realtors.

**Approved by NAR Member Policy Department 06/16/09**  
**Approved by SRAR Board of Directors 07/14/09**