



RULES & REGULATIONS RIVER COUNTIES MULTIPLE LISTING SERVICE

Adopted: April 14, 2016
NAR Approved: 05/19/2016

Listing Procedures

Section 1—Listing Procedures: Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction (Bradley, Bledsoe, Meigs, McMinn, Polk, and Rhea) of the Multiple Listing Service, and are taken by Participants shall be submitted to the Multiple Listing Service within 72 hours after all necessary signatures of seller(s) have been obtained: (Amended 11/01, 09/13)

- (a) Single family homes for sale or exchange
- (b) Vacant lots and acreage for sale or exchange
- (c) two-family, three-family, and four-family residential buildings for sale or exchange

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

- 1. may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants
- 2. assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller)

The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents, or both. (Amended 11/96)

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

If you co-list property with more than one firm it must have one primary firm, a secondary firm and all other firms/agents contact information listed in the agent remarks section of the Multiple Listing Service. Only one entry in the MLS per property is permitted when co-listed. Duplications in the MLS will be purged by the service. (Adopted 8/9/2012)

The different types of listing agreements include:

- (a) exclusive right to sell (c) open
- (b) exclusive agency (d) 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. (Amended 4/92)

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

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

Note2: 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. River Counties Multiple Listing Service accepts 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.

Note 3: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Adopted 11/92) **M**

Section 1.1 Types of Properties

Following are the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker: (Amended 11/91) **O**

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|--------------------------|------------------------------------|----------------------|
| 1. residential | 5. business w/lease | 8. mobile home parks |
| 2. residential income | 6. motel-hotel | 9. commercial income |
| 3. subdivided vacant lot | 7. mobile homes with real property | 10. industrial |
| 4. land and ranch | | |

*Cemetery lots are not acceptable for filing.

Section 1.1.1—Listings Subject to Rules and Regulations of the Service

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

Section 1.2—Detail on Listings Filed with the Service

A listing agreement or property data form, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. **R**

Agent indicated under field **26-Agent**, as shown on MLS datasheet, must have current knowledge of property. (Adopted 6/2011)

Section 1.2.1—Limited Service Listings

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

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

(b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);

- (c) advise the seller(s) as to the merits of offers to purchase;
- (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property

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

NOTE: Adoption of Section 1.2.1, limited service listing, is optional and a matter to be determined by each MLS. **O**

Section 1.2.2 MLS Entry-only Listings

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

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

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

NOTE: Adoption of Section 1.2.2, MLS Entry-only Listing, is optional and a matter to be determined by each MLS. (Adopted 5/01) **O**

Section 1.3 Exempted Listings

If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing (“office exclusive”) and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing must be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Service.

NOTE: Section 1.3 is not required if the service does not require all residential, business opportunity, mobile home parks, residential income, motel-hotel, commercial income, subdivided vacant lot, mobile homes with real property, industrial, land and ranch listing to be submitted by the participant to the service. **M**

Section 1.4 Change of Status of Listing

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

Section 1.5 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the Service, and authorized in writing by the seller.

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

Section 1.6 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants. **R**

Section 1.7 Listing Price Specified

The full gross listing price and/or rental 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. All rentals must include compensation. (Amended 11/92, 12/00) **M**

Section 1.8 Listing Multiple Unit Properties

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

Section 1.9 No Control of Commission Rates or Fees Charged by Participants

The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants. **M**

Section 1.10 Expiration of Listings

Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. (Amended 11/01)

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

Section 1.11 Termination Date on Listings

Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller. **M**

Section 1.12 Jurisdiction

Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to the Service. Listings of property located outside the MLS's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. (Amended 11/01)

Note: Association must choose whether the service will accept listings from beyond its jurisdiction into the MLS compilation. (Amended 11/88) **M**

Section 1.13 Listings of Suspended Participants

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

Section 1.14 Listings of Expelled Participants

When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS 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, an 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.

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Section 1.15 Listings of Resigned Participants

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

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Section 1.16 Primary Photo in MLS

All primary photos are described as the following: on existing property the actual front or street view of the main structure of the listed property; if under construction or to be built, an architectural rendering, clipart or floor plan may be substituted; this also applies to land with allowed substitution of surveys, plat maps or aerial views or the entrance to subdivision signs or logos.

Multiple Listing Service may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations. **M (Amended July 11, 2013)**

Section 1.16a Photos in Paragon (Adopted August 14, 2014, Amended September 3, 2015)

All photos in Paragon must depict an accurate portrayal of the property. Images may not be enhanced to present less than a true picture of the listed property. Examples of prohibited enhancements, include but are not limited to, stretching and/or distorting, adding or removing permanent or semi-permanent features (i.e., power lines, fire hydrants, landscaping elements), altering the colors or features of the property or its surrounding landscape.

All images and tours submitted to the MLS are considered the property of the original listing agent and shall not be copied or used in any manner without written permission of the original listing agent.

In satisfying these photo requirements contained in these Rules & Regulations, Participants and Subscriber should be mindful of Article 12 of the REALTOR® Code of Ethics, which requires that REALTORS® shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing and other representations. **Rule will be finable starting January 1, 2016. Please ensure all Active Listings in Paragon have photos that are in compliance with the above rule.**

Section 1.16b Associated Documents (Adopted September 11, 2014)

River Counties Multiple Listing Service requires submission of all legally-required seller disclosure information except where sellers expressly direct that such disclosure documents not be disseminated through MLS.

Associated Docs (Standard and/or Required)

- a. Applies to Residential and Multi-Family (4-units and under)
- b. Required Docs:
 1. *TN Residential Property Condition Disclosure(F16) OR*
 2. *TN Residential Property Condition Exemption & Notification (F42) OR*

3. *TN Residential Property Condition Disclaimer (F43)*

Listing Broker to determine other required docs for their represented firm.

- c. Starts January 1, 2015
- d. Associated Docs are required within seven (7) days of listing input.
- e. This applies to all New Listings with exemption on non-owner occupied homes (i.e. REO, HUD, Relocation, Foreclosures).

Section 1.17 County Road Address Listings

All listings with a County Road Address must be entered with “County Road” spelled out. No other variations are to be used. No CR, CO RD, and/or County Rd are to be used. (Adopted 9/2012)

Section 1.17a Address Listings

All listings require complete spelling of Circle, Parkway, Avenue, Road etc. (Adopted 9/2013)

Section 1.18 Appointment Center

When a company uses an ‘Appointment Center’, then the ‘Appointment Center’ name and phone number **must** appear in the “Agent Remarks” in the MLS. (Adopted 09/2011)

Section 1.19 Deletion of a Listing

The only reason the MLS Coordinator may delete a listing from the system is error of duplication of a listing upon input. (Adopted 1/12)

Section 1.20 MLS Status Definitions (Adopted 11/5/2015)

Any listing taken on a contract to be filed with the MLS is subject to the rules and regulations of the service. A seller wishing to have the benefit of their listing being disseminated through the MLS may not authorize the listing broker to take action inconsistent with the MLS Rules. As an MLS Participant or Subscriber, you are obligated to abide by the **MLS Rules, Policies and Code of Ethics**. Educate your sellers about these requirements, including these newly adopted listing status definitions.

Active: A listing for which the Participant has a current listing agreement, the property is available for showings, and no offers have been accepted by the seller. An active listing automatically will change to Expired at midnight on the date of expiration.

Active for Rent: A listing for which the Participant has a current listing agreement, the property is available for showings, and is for **Rent**.

Contingent: A listing for which the Participant has a current listing agreement and for which the Seller has accepted an offer with a contingency and continues to seek back-up offers. Contingent listings are a sub-status of Active; thus, Contingent listings do appear when searching for Active listings. **Contingencies should be defined** in the purchase and sale agreement between seller and buyer and include (a) appraisal value equaling or exceeding the agreed upon purchase price; (b) financial contingency; and/or (c) buyer specified contingencies in the special stipulations. It is recommended to add contingencies in the Agent only remarks.

Temp No Show/No Solicit: A listing that has a valid agency agreement/contract between the seller and participant. Seller temporarily requests no showings/offers/etc. Listing will not syndicate and will expire on expiration date.

Expired: A listing for which the property did not sell during the timeframe specified in the listing agreement. An active listing automatically will change to Expired at midnight on the date of expiration.

Withdrawn: A listing for which the Participant and Seller mutually have agreed to terminate prior to the expiration of the listing agreement.

Contingency 48 hour (+/-): A listing for which the participant has a current listing agreement, the property is available for showings, the seller has accepted an offer with the first right of refusal.

Lease Purchase Pending: A listing for which the Participant has a current listing agreement, the Seller has accepted a lease/purchase agreement and no longer seeks additional offers.

Pending: A listing for which the Participant has a current listing agreement, the Seller has accepted an offer and no longer seeks additional offers, or any contingencies have been met. A Pending listing will not appear when searching for Active listings and will not be included in syndication fields.

Showing Procedures (Adopted 7/10/2014)

Section 2 Showings and Negotiations

2.1 Broker/Participant should have showing instruction information on all properties listed within their firm (Appointment Center, Listing Office, Listing Agent, etc). (Amended 8/9/2012)

2.2 Lock Boxes are NOT an invitation to show a house. An appointment for showing property **MUST** be scheduled with the listing office, appointment center, or however notated to schedule in the MLS prior to utilizing the Lock Box System. This includes vacant properties.

2.3 At no time shall a showing agent leave any branded materials and/or information during a showing. Sign-in sheets may be provided by listing agent for showings, if requested by seller. Please refer to the REALTOR® Code of Ethics Article 16.

2.4 Agents will report to the listing agent the results of the showing as soon as possible.

Selling Procedures

Section 3 Showings and Negotiations

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

- (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (Amended 4/92) **M**

Section 3.1 Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. (Amended 4/92) **M**

Section 3.2 Submission of Written Offers

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

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

Section 3.3 Right of Cooperating Broker in Presentation of Offer

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However,

if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 11/92) **M**

Section 3.4 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. (Adopted 11/93) **M**

Section 3.5 Reporting Sales to the Service

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within 72 hours after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 72 hours after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker. HUD, short sales, foreclosures and REO listings to display the status change in the MLS within 30 days." (Amended 11/11 & 7/12)

Note 1: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants.

Note 2: In disclosure states, if the sale price of a listed property is recorded, then reporting of the sale price may be required by the MLS. In states where the actual sale prices of completed transactions are not **publicly** accessible, failure to report sale prices can result in disciplinary action only if the MLS

1. categorizes sale price information as confidential and
2. limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/11)

Note 3: As established in the Virtual Office Website ("VOW") policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. (Adopted 11/11) **M**

Section 3.6 Reporting Resolutions of Contingencies

The listing broker shall report to the Multiple Listing Service within twenty-four (24) hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled. **M**

Section 3.7 Advertising of Listing Filed with the Service

Updated 05/26/2016

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

Section 3.8 Reporting Cancellation of Pending Sale

The listing broker shall report within 48 hours to the Multiple Listing Service the cancellation of any pending sale, and the listing shall be reinstated immediately. (Amended 7/12) **M**

Section 3.9 Disclosing the Existence of Offers

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

Section 3.10 Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 11/05) **O**

Refusal to Sell

Section 4 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. **R**

Prohibitions

Section 5 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. **M**

Section 5.1 "For Sale" Signs

Only the "For Sale" sign of the listing broker may be placed on a property. (Amended 11/89) **M**

Section 5.2 "Sold" Signs

Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/96) **M** After closings, a "sold" sign may be placed on the property with the authorization of the new owner.

Section 5.3 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 them 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. **M**

Section 5.4 Use of the Terms MLS and Multiple Listing Service

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

Division of Commissions

Section 6 Compensation Specified on Each Listing, revised as follows:

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

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

*The compensation specified on listings filed with the multiple listing service shall appear in one of three forms. The essential and appropriate requirement by an association multiple listing service is that the information to be published shall clearly inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount (Amended, 5/10)
3. based on net sales price as long as agent remarks clearly states the information prior to submitting of offers. (Adopted 10/2012)

Note: MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the

gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation). (Adopted 5/08)

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

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended, 5/10)

Note 1: The association multiple listing service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the association multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The association multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

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

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

Note 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Amended 5/10)

Note 5: Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. (Adopted 11/05)

Note 6: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers (Amended 5/09) **M**

Section 6.0.1 Disclosing Potential Short Sales:

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

(Amended 5/09) **M**

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. (Amended 5/09) **M**

Section 6.1 Participant as Principal

If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants. **M**

Section 6.2 Participant as Purchaser

If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 2/92) **M**

Section 6.3 Dual or Variable Rate Commission Arrangements

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/01) **M**

Service Charges

Section 7 Service Fees and Charges

Initial Participation Fee: Any REALTOR® of this or any other Association whose Principal Broker has been approved, including new or present firm Members, who desire to join the Multiple Listing Service shall pay an initial participation fee of \$750.00 to defray initial cost of providing Multiple Listing Service to the new Member. Use of information developed by or published by an 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.

- a) Firm Member shall have no vested right to said fee and it shall be non-refundable.
- b) **Recurring Participation Fee:** The semi-annual participation fee of each Participant shall be \$309.00 (includes Designated REALTOR® and Office). An additional fee of \$175.10 for each salesperson who has access to and use of the Service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. A 3% discount is offered is paid by due date with cash or check. (Amended 5/11, 7/12)
- c) **Recurring Appraiser Fee:** The semi-annual participation fee of each Participant shall be \$360.50 (includes Designated REALTOR® Appraiser and Office). An additional fee of

\$103.00 for each licensed or certified appraiser who has access to and use of the Service. A 3% discount is offered is paid by due date with cash or check (Adopted 10/12)

- d) **Optional Recurring Fee:**
 - i) **IDX Fee - \$50.00 Annual Fee.**
 - ii) **RETS Fee - \$100.00 Set-up; \$200.00 annually for each firm/individual feed.**
 - e) **Participant Reinstatement Fee:** Any former or present Participant who resigns from MLS will be required to pay a reinstatement fee, in lieu of the Initial Participation Fee, prior to rejoining the MLS.
 - i) If the Participant has been continuously affiliated with another MLS Participant and has continuously paid MLS dues since his firm's resignation, he will be charged a reinstatement fee of \$100 when he reapplies for firm membership.
 - ii) If the Participant has not been continuously affiliated with another MLS Participant, and has not continuously paid dues since his resignation, he will be charged a reinstatement fee of \$100.00 plus an additional \$10.00 per quarter that he was not a subscriber of MLS since his resignation but not more than a total of \$500.00.
 - iii) The Initial Participation Fee will not be required of any Participant upon rejoining MLS after suspension or expulsion due to an ethics violation.
 - f) **Subscriber Reinstatement Fee:** Any former or present Subscriber who resigns from MLS will be required to pay a reinstatement fee, in lieu of the Initial Participation Fee, prior to rejoining the MLS.
 - i) If the Subscriber has been continuously affiliated with another MLS Participant, and has not continuously paid dues since his resignation, he will be charged a reinstatement fee of \$100.00 plus an additional \$10.00 per quarter that he was not a subscriber of MLS since his resignation but not more than a total of \$500.00.
 - ii) If the Subscriber has not been continuously affiliated with another MLS, and has not continuously paid dues since resignation, subscriber will be charged a reinstatement fee of \$100.00 plus an additional \$10.00 per quarter that he was not a subscriber of MLS since his resignation but not more than a total of \$500.00. (Approved 9/13/2012)
 - iii) **MLS Only Subscriber -** If Subscriber wishes to resign MLS only membership there will be a six (6) month wait before membership can be reinstated with a \$100.00 reinstatement fee.
2. **Waiver of Usage Fee:** An MLS Participant may not be assessed any charges or subscription fees for any MLS information with respect to any individual who is engaged solely and exclusively in a specialty of the real estate business separate and apart from listing, selling, leasing, or appraising the type of properties which are required to be filed with the MLS.. The MLS Participant must have a "Request for Waiver" stating that licensee is not engaged in listing and sales and will not have access and use of the MLS and will not have use of a lockbox key. Names of those requesting exemption will be published quarterly in the Association's publication.
The MLS BOD has the right to waive or modify fees of individual participants for medical conditions, emergencies and/or extenuating circumstances. Emergencies are to be dealt with on a case-by-case basis by RCMLS BOD. (Amended 8/9/2012)
3. **Billing:** All statements are due within 15 days of issue. All Participants/Subscribers will be billed by the MLS staff for participation, usage, and subscription fees.

4. **Revision of Service Charges:** Usage Fees for the MLS operations will be revised by the MLS Directors from time to time in order to ensure its financial feasibility. Usage fees will be charged in the manner prescribed to keep these costs to a minimum.
5. **Delinquency in Fees/Charges Payment:** A late charge of 10% will be added on the 16th day after issue to the semi-annual/annual fees unless paid on or before the 15th. Service will be suspended on the 25th day after bills are issued for any unpaid balance including late fees. If an RCAR Subscriber's fees remain unpaid on the 26th day and is still an active licensee within the Participant's firm/office then the Participant will have ten (10) days to pay the Subscriber's unpaid balance or remove the licensee from the firm. *(Amended 2/12/2015)*
6. **Suspension of Service for Non-Payment:** Suspension of Service for non-payment means that the Participant/Subscriber will be disconnected from MLS data base; firm/subscriber name will be deleted from MLS roster; existing listings may be withdrawn/transferred from the system by MLS staff; no listings will be accepted for filing in the MLS; and lock box keys will be deactivated immediately, and, if applicable, must be returned to MLS within five (5) days from date of suspension. Upon payment of reinstatement fee and all past due accounts, the MLS staff will automatically restore listings for the remaining term of the existing listings.
7. **Bad Check Policy:** If a check is returned for insufficient funds, a charge of \$25.00 will be made for the first offense. Within a calendar year, a \$50.00 charge for the second returned check, and thereafter payment must be either in cash or cashier's check for a one (1) year period. If a returned check causes participant's account to be delinquent, Article I, Paragraph 6 of these Rules and Regulations will apply.

Compliance with Rules

Section 8 Compliance with Rules—Authority to Impose Discipline

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

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- g. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Adopted 11/07) M*
- h. Refer to RCMLS Rules and Subsequent Penalties Sheet. (Adopted 10/2012)

Section 8.1—Compliance with Rules

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

- (a) for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the Service shall be suspended until service charges or fees are paid in full
 - (b) for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply
1. **Compliance with Rules:** These Rules and Regulations are set up to give the buying and selling public the best possible service in accordance with the principles to the professional standing of REALTORS®, and to provide prior and equitable cooperation among Participants. For failure to

abide by these listing and selling procedures the following sanctions may be taken by the MLS Staff for non-compliance: (Amended 6-7-07)

RIVER COUNTIES MLS RULES AND SUBSEQUENT PENALTIES

RULE

PENALTY

1. File listing in MLS within 72 hours (Recommended to be within 48 hours)	Assessment of \$25.00/day per violation (<i>unless written documentation acceptable to the MLS Board of Directors or the Executive Officer is provided</i>)
2. Filing timely report of any nature <ol style="list-style-type: none"> a) <i>Contracts</i> with no contingencies or closed sales within <i>48 hours</i> b) <i>Contingency</i> fulfillment, renewal or cancellation of agreement within <i>24 hours</i> c) <i>Cancellation of pending sales</i> within <i>48 hours</i> 	Assessment of \$10.00/day per violation (<i>unless written documentation acceptable to the MLS Board of Directors or the Executive Officer is provided</i>)
3. Correction or completion of a listing within 24 hours or (1) one business day after request.	Unless written documentation acceptable to the MLS Board of Directors or the Executive Officer is provided, listing will be purged and Broker notified
4. No Primary Picture. MLS Policy requires that all listings, except where sellers expressly direct that photographs of their property not appear in MLS compilations, have a primary picture within 72 hours of input date; additional pictures are optional. All primary photos are described as the following: on existing property the actual front or street view of the main structure of the listed property; if under construction or to be built; an architectural rendering, clipart or floor plan may be substituted; this also applies to land with allowed substitution of surveys, plat maps, aerial views or the entrance to subdivision signs or logos.	Assessment of \$10.00/day for each violation (<i>unless written documentation acceptable to the MLS Board of Directors or the Executive Officer is provided</i>)
Assessments made in accordance with 1-3 above may be appealed in writing to the MLS Board of Directors <i>provided payment has been made.</i> After consideration of the appeal, the MLS Board may hold or cancel the assessment. In either case the appellant shall be notified of the decision in writing.	
5. Returned check for insufficient funds	\$25.00 for first offense \$50.00 for second offense in same calendar year Thereafter, payment in cash, or by cashier's check for a period of one (1) year
6. Sharing of MLS - Active Key	\$500.00 first offense for the active Key holder Second offense required forfeiture of right to use active Key and the RCAR lockbox system. Key Pad must be returned to RCAR within one (1) business day of the date of notification.
7. Sharing of MLS Credentials – Paragon	First Offense: Fine equivalent to one (1) year current MLS dues for any Participant/Subscriber. Second offense: Immediate termination of MLS services. (Adopted 6/2013)

8. Branding. The placement of agent and/or office signage or other contact information including, but not limited to, agent and/or office names, phone numbers, e-mail addresses, web site addresses, all videos and html links, street addresses, agent and/or office signage, agent and/or office photos, etc. in public display and/or public access fields and/or photos.	Listing will be purged and Broker will be notified
9. Active Key not returned within five (5) days after termination of an agent as an Association member.	Immediate action taken, at key holder's expense to recover the active Key pad
10. MLS Rules & Regulations Penalty for violations unless otherwise specified. Timeline for penalty – within (1) one year from first offense of same violation. (Adopted August 14, 2014)	First Offense: Warning Second offense: \$100.00 Third offense: \$250.00 with review with MLS Board

Note: All time limits or periods specified are exclusive of Saturdays, Sundays and legal holiday.

2.

- a) the MLS Board of Directors provided payment has been made. After consideration of the appeal, the MLS Board may hold or cancel the assessment. In either case the appellant shall be notified of the decision in writing.
- b) For failure by a Participant to comply with these regulations, the MLS shall issue a warning letter to the Member advising that if the infraction is not corrected, discontinued or assessments paid, the matter will be referred to the MLS Board of Directors for future action.

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

Section 8.2 Applicability of Rules to Users and/or Subscribers:

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

Note: Adoption of Section 7.2 is optional and should be adopted by multiple listing services desiring to establish authority to impose discipline on non-principal users or subscribers affiliated with MLS members or participants. *(Adopted 4/92)* **O**

Meetings

Section 9 Meetings:

The meetings of the Participants in the Service or the Board of Directors of the Multiple Listing Service for the transaction of business of the Service shall be held in accordance with the provisions of Article 7, bylaws of the Service. **R**

Enforcement of Rules or Disputes

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Section 10 Consideration of Alleged Violations:

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

Section 10.1 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 Board of Directors of the Service, and if a violation is determined, the Board of Directors 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 Association of REALTORS® within twenty (20) days following receipt of the Directors' decision. (Amended 11/96)

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the Board of Directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the Professional Standards Committee of the Association of REALTORS® 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 Association of REALTORS®. (Amended 2/98) **M**

Section 10.2 Complaints of Unethical Conduct:

All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Association's bylaws. (Amended 11/88) **M**

Section 10.3 MLS Advisory Council:**PURPOSE**

The purpose of the Advisory Council/Task Force is to assist the RCMLS BOD by doing numerous tasks and assignments to minimize the time and efforts of the monthly RCMLS BOD meetings. It is an ad hoc task force that becomes the workhorse for the RCMLS BOD. All guts, no glory. No power of decision making. It is a group that brings continuity and history to the efforts and needs for studies, research and recommendations to the RCMLS BOD on action items much like our local government Planning Commissions.

MEMBERSHIP and QUALIFICATIONS

The membership of the Advisory Council/Task Force was designed to consist of a blending of experienced Realtors (15+ years) that know the history of former RCMLS Boards, a few more agents with moderate years of experience (10 - 15 years) and those newer agents (2 - 5 years). There is no minimum or maximum number of members. Annual commitment renewals are required by current members.

The Association Executive and MLS Coordinator will serve as Ex-Officio members. The MLS President and MLS Past-President will also serve with the MLS Past-President serving as chair person.

APPOINTMENTS

New members are selected annually by application, depending upon upcoming task assignment needs, usually in the fall in conjunction with the October elections. Recommendations are made by the current Advisory Council/Task Force with approval of the RCMLS BOD. There are no time limits of service on the Advisory Council/Task Force in hopes of bringing continuity to the direction and focus of the Advisory Council/Task Force and future BODs.

In the event the RCMLS Past-President cannot serve as chairperson, the Advisory Council/Task Force will recommend a replacement for approval by the RCMLS BOD.

ATTENDANCE

The minimum number of absences permitted shall be no more than three (3) unexcused absences for regularly scheduled meetings of the full Advisory Council/Task Force.

ASSIGNMENTS

The RCMLS Advisory Council/Task Force will review/research vendor contracts, MLS By-Laws, MLS Rules & Regulations, MLS forms and any MLS documentation; in addition to any other items and/or issues requested by the RCMLS BOD for the purpose of making improvements and/or enhancements to the

services of the MLS. Additional requests can be generated from the RCMLS BOD, the RCAR staff and with the Advisory Council/Task Force itself.

MINUTES

The monthly minutes of the Advisory Council/Task Force will be sent to the members of the Advisory Council/Task Force as well as the RCMLS BOD. (Amended 9/11/2014)

Confidentiality of MLS Information

Section 11 Confidentiality of MLS Information:

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

Section 11.1 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. **R**

Ownership of MLS Compilation* and Copyright

Section 12

By the act of submitting any property listing content to the MLS the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (Amended 5/06) **M**

Note: The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or “safe harbors” from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of “online service provider” broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display.

One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

- (1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
- (2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- (3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.

- (4) Have no actual knowledge of any complained-of infringing activity.
- (5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- (6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see [17 U.S.C. §512](#).

*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 12.1

All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the River Counties Multiple Listing Service, Inc. and in the copyrights therein, shall at all times remain vested in the River Counties Multiple Listing Service, Inc. **R**

Section 12.2

Each Participant shall be entitled to lease from the River Counties 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 rental fee set by the MLS.*

*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 Board.

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

Use of Copyrighted MLS Compilation

Section 13 Distribution:

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by the 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 Multiple Listing Service where access to such information is prohibited by law. (Amended 4/92) **R**

Section 13.1 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. **M**

Section 13.2 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.

**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.

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 valuations on a particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 5/14) **M**

Use of MLS Information

Section 14 Limitations on Use of MLS Information:

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

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Board 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 River Counties Multiple Listing Service for the period (date) through (date)."
(Amended 11/93)

In any and all concerns of ranking should be filed as a grievance or ethical complaint by members or the MLS Board. **M**

Section 14.1

Any Broker/Participant may with probable cause request from the MLS reports regarding suspicious or malicious activities involving agents or staff within their own office or firm. Written request will be presented to MLS Coordinator, who will confer with the Association Executive. If a question still remains to the validity of the request it shall then be presented anonymously to the MLS Board of Directors. *(Amended 10/25/2012)*

Changes in Rules and Regulations

Section 15 Changes in Rules and Regulations:

Amendments to the rules and regulations of the Service shall be by consideration and approval of the Board of Directors of the Multiple Listing Service, subject to final approval by the Board of Directors of the River Counties Association of REALTORS® (shareholder). **M**

Orientation

Section 16 Orientation:

Any applicant for MLS Participation and any licensee (including licensed or certified appraisers), staff and personal assistants affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no less than three (3) 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 sixty (60) days after access has been provided. Orientation not completed within 60 days, MLS services will be terminated. *(Amended 11/09, 09/12, 6/2013)* **M**

Lockbox keys to be issued to New Members by appointment with RCAR staff. At time of appointment members will be given a packet containing MLS Rules and By-Laws. Members must sign an agreement to abide by MLS Rules and By-Laws in order to obtain key. *(Adopted 10/2012)*

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancement and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated additional training remotely. *(Adopted 11/09 and 2010)*

Internet Data Exchange (IDX)

Section 17 IDX Defined:

IDX affords MLS Participants the ability to authorize limited electronic display of their listings by other participants. *(Amended 5/12)* **M**

Section 17.1 Authorization

Participants' consent for display of their listings by other Participants pursuant to the "Rules For Internet Data Exchange (IDX) Program" as established by the MLS Board of Directors 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, frame or display the aggregated MLS data of other Participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. *(Amended 5/12)* **M**

Section 17.2 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. *(Amended 11/09)* **M**

Section 17.2.1

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 5/12) **M**

Section 17.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 5/12) **M**

Section 17.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property addresses from all display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs). (Amended 5/12) **M**

Section 17.2.4

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

Section 17.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. (Amended 11/14) **M**

Section 17.2.6

Except as provided in the IDX policy and rules, an IDX site or a participant or user operating an IDX site or displaying information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. **M**

Section 17.2.7

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

Section 17.2.8

Any IDX display controlled by a participant or subscriber that

- a. Allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. Displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discounted for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 5/12) **M**

Section 17.2.9

Participants shall maintain a means (e.g. e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be

obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Adopted 5/12) **M**

Section 17.2.10

An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

Section 17.2.11

Participants shall not modify or manipulate information relating to other participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

Section 17.3 Display

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

Note: All of the following rules are optional but, if adopted, cannot be modified. Select those rules which apply to your IDX program and number the sections accordingly.

Section 17.3.1

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

Section 17.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 5/12) **O**

Section 17.3.2

Deleted

Section 17.3.3

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. “thumbnails”, test messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12) **O**

Section 17.3.4

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

Section 17.3.5

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. **O**

Section 17.3.6

Deleted November 2006.

Section 17.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, test messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12) **O**

Section 17.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g. “thumbnails”, test messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12) **O**

Section 17.3.9

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. (Amended 11/09). **O**

Section 17.3.10

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

Section 17.3.11

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g. “thumbnails”, test messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 11/14) **O**

Note: Note: An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.

Section 17.3.12

Display of expired, withdrawn, or sold listings* is prohibited. (Amended 11/09) **O**

***Note:** If “sold” information is publicly accessible, display of “sold” listings may not be prohibited.

Section 17.3.13

Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and email address(es) is prohibited. **O**

Note: The following Sections 18.3.14 and 18.3.15 may be adopted by MLSs that provide participants with a “persistent” download (i.e., where the MLS database resides on participants’ servers) of the MLS database.

Section 17.3.14

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

Section 17.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (Amended 5/12) **O**

Section 17.3.16

Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. **O**

Section 17.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Amended 5/05) **O**

Section 18 Virtual Office Websites (VOWs)

Section 18.1 VOW Defined

- a. A “Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability. **M**
- b. As used in Section 19 of these rules, the term “participant” includes a participant’s affiliated non-principal brokers and sales licensees—except when the term is used in the phrases “participant’s consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant. **M**
- c. “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant’s supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW. **M**
- d. As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants. **M**

Section 18.2

- a. The right of a participant’s VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices. **M**
- 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). **M**
- 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. **M**

Section 18.3

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.

- i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - 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 e-mail address is associated with only one user name and password. **M**
- b. The participant must assure that each Registrant’s password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant’s password. **M**
- c. If the MLS has reason to believe that a participant’s VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. **M**
- 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’ ownership of and the validity of the MLS’ copyright in the MLS database **M**
- 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. **M**
- 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. **M**

Section 18.4

A participant’s VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the participant to ask questions or get more information about any property displayed on the VOW. The

participant or a non-principal broker or sales licensee licensed with the participant must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that participant and displayed on the VOW. **M**

Section 18.5

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

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

Section 18.6

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

M

c. 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. **M**

Seller Opt-out Form

1. Check one.

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

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 searches.

Initials of Seller

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

Section 18.7

a. Subject to Subsection b., below, 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. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. **M**

- 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. **M**

Section 18.8

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

Section 18.9

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

Section 18.10

Except as provided in these rules, in the National Association of Realtors®' VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity. **M**

Section 18.11

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

Section 18.12

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

Section 18.13

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

Section 18.14

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

Section 18.15

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

- a. expired and withdrawn listings

Note: Due to the 2015 changes in IDX policy and the requirement that participants are allowed to use MLS listing information through all delivery mechanisms when providing brokerage services, MLSs can no longer prohibit the display of pending ("undercontract") listings to the Registrants of a participant's VOW.

- b. the compensation offered to other MLS participants

- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- f. sold information **O**

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

Section 18.16

A participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in the MLS. The participant may, however, augment MLS listing information with additional information not otherwise prohibited by these rules or by other applicable MLS rules or policies, as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields. **O**

Section 18.17

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

Virtual Tours are permitted on the MLS, provided there is no agent or company branding in the content. References to personal websites may be placed in the agent addendum section only. When displaying listing content, a Participant's or User's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

Lockboxes and Keys

Section 19

19.1 Lockbox System: The River Counties Multiple Listing Service (RCMLS) offers an electronic common key lock box service of its Participants and their agents for greater accessibility to the listed property. The electronic key boxes are issued to Association Members who are MLS Participants at no charge. MLS Only participants must pay \$100.00 per box issued. Electronic key boxes shall be issued to Participants based upon the number of active residential listings currently listed in the MLS plus 10%. Participants shall be required to return all key boxes within five (5) business days that exceed the percentage established by MLS Board of Directors. The RCMLS reserves the right to conduct a bi-yearly or yearly (whichever we choose) audit of electronic lock boxes. The Broker will be billed \$100.00 per lock box for any lock boxes not accounted for. Keypad holders, or smart-phone or cell phone access holders, must place deposits on the Keypad, or Smart-phone or cell phone access, and sign agreements as to its use and care. A security system of the MLS keypad, or smart-phone or cell phone access, has been developed to ensure the best possible safeguards. All keypad holders pledge to abide by this security system by signing the Key Lease Agreement and abiding by the following Common Key Lock Box Rules.

19.2 Eligibility to Lease a Key: The leasing of keys shall be limited to Participants, Subscribers and Association Affiliate members who are licensed home inspectors or licensed pest controllers. A Keyholder shall sign a Key Lease Agreement prior to issuance of a Key by the RCMLS.

Non-Licensed Assistant Keys: An additional lockbox key may be issued to an RCAR MLS Subscriber for use by a registered non-licensed assistant for administrative duties only. (Amended 4-14-11)

Number of Keys: No more than one (1) key shall be leased to an individual.

19.3Key Lease Agreement: The Key Lease Agreement must be signed by the Keypad Holder before a key may be issued and in conjunction with these rules, shall govern the use of keys in matters of dispute between the MLS and holder of key. No one shall be required to lease a key from the MLS except on a voluntary basis.

19.4No Loan of Key: Keypad Holders, or smart-phone or cell phone access holders, will not, under any circumstances, loan the MLS Keypad, or smart-phone or cell phone access, to any person. Keypad holders found guilty of loaning the MLS Keypad, or smart-phone or cell phone access, to an unauthorized individual will be required to pay a fine of no less than \$500.00. Should a second offence occur, the Keypad holder, or smart-phone or cell phone access holder, will be required to forfeit the right to use the Keypad, or smart-phone or cell phone access, and the MLS Lockbox system. displayKEY must be returned to RCAR within one (1) business day of the date of notification. If you are listing, showing, selling properties, agent and/or Broker you are required to lease a displayKEY or have an eKEY. If Under those circumstances, the Keypad Holder shall be required to return the Keypad, or smart-phone or cell phone access, to the MLS within one (1) business day of the date of notification. (Amended 6-7-07)

In the case of a key malfunction (not including the failure to e sync, update, or charge), a Broker is allowed to loan his/her key to an agent within his/her own office, or the MLS office staff, provided those agents have a signed MLS Keypad Lease Agreement on file with the MLS and is current on all dues and fees and in good standing with the MLS and the Association. The length of time key is allowed to be loaned out is 72 hours. Key loan allowed with incident report and checkout procedures followed with use of signed waiver report. An "MLS Supra Key Incident Report" must be faxed to the Association prior to use of the Keypad, or smart-phone or cell phone access. Those borrowing Association supra active-key, if not returned within 72 business hours, will be invoiced \$250.00 and the key is will be deactivated. (Amended 09/2012)

19.5Loss of Key: In the event a key is lost, stolen, or otherwise unaccounted for, Holder shall notify the MLS immediately by telephone and promptly thereafter execute a notarized statement co-signed by the Broker and agent as to all facts surrounding the loss with such report made to police authorities and placed in the files of the MLS.

19.6Return of Key: Key must be returned to MLS within five (5) days after termination of access. If key is not returned Supra will invoice keyholder current replacement cost to vendor.

19.7Return of Lock Boxes: MLS Participants who terminate their Participation in the MLS, or who no longer wish to participate in the Lock Box System shall need to return all lock boxes issued to them within five (5) business days of the date of notification/termination. If the Participant refuses or is unable to demonstrate that the Key Boxes are within their physical control, then the MLS shall take whatever steps necessary to recover the cost of replacing the boxes and any legal fees that might result from those actions.

19.8Keyholder Responsible: The Keyholder is responsible for the proper use of keys and lock boxes.

19.9Suspension of Key Holder's Services: Associations and multiple listing services may 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 or MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

Association or multiple listing services may 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 or MLS, 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 determination include, but are not limited to:

- The nature and seriousness of the crime
- The relationship of the crime to the purposes for limited 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)

19.10 Failure to Comply: Failure to comply with the above regulations will make the key holder responsible under Section 10.1 of these Rules and Regulations.

19.11 Lockboxes: 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 that purpose.

Lockboxes approved and provided by this MLS must be used if a participant chooses to use a lock box and if a seller agrees to and authorizes use of a lockbox on his or her property. The participant in the lock box system may use his or her own lock box on a property in addition to the lock box of the MLS. The only exception to this rule would be REO properties.

Showing instructions and/or access to **all** properties listed in the Multiple Listing Service, must be clearly defined under the agent only remarks section of the MLS. The agent remarks field must specify the type of lockbox (digital, combo, etc.), the location of the lockbox on property and contact information for codes/access.

19.12 Lock Box Key Reciprocity: A REALTOR® subscriber in any MLS with whom the MLS has a written reciprocal agreement may access properties listed in the MLS through use of a Supra Keypad at no additional fee.