



BONITA SPRINGS-ESTERO
— REALTORS® —

MLS RULES & REGULATIONS

ARTICLE XVIII MULTIPLE LISTING

(PROVISIONS FROM BONITA SPRINGS-ESTERO REALTORS® BYLAWS)

Section 1. Authority. The association of REALTORS® shall maintain for the use of its members a Multiple Listing Service which shall be subject to the Bylaws of the association of REALTORS® and such rules and regulations as may be hereinafter adopted.

Section 2. Purpose. A multiple listing service is a means by which authorized participants make blanket unilateral offers of compensation to other participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease).

Section 3. Participation. Any REALTOR® of this or any other association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these Bylaws, shall be eligible to participate in multiple listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.

Notwithstanding any other applicable rules or requirements, under no circumstances is any individual or firm, regardless of membership status, entitled to multiple listing service "membership" or "participation" unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Further, for purposes of the foregoing, if there is more than one principal in a real estate firm, the chief principal officer of the firm shall qualify as the MLS "participant". For purposes of clarification, brokers or salespersons other than chief principal officer are not considered "participants" in the service, but may have access to and use of the service through the principal(s) with whom they are affiliated.

Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law.

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

by the participant or potential participant as long as the level of service satisfies state law.

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

(a) A nonmember applicant for MLS participation who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to the membership committee that he/she has no record of recent or pending bankruptcy; has no record of official sanctions involving unprofessional conduct; agrees to complete a course of instruction (if any) covering the MLS Rules and Regulations and computer training related to MLS information entry and retrieval, and shall pass such reasonable and non-discriminatory written examination thereon as may be required by the MLS; and shall agree that if elected as a participant, he/she will abide by such rules and regulations and pay the MLS fees and dues, including the nonmember differential (if any), as from time to time established. Under no circumstances is any individual or firm entitled to MLS participation or membership unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other participants, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is

prohibited by law. In addition, with respect to any nonmember applicant, the following items shall be considered by the membership committee: (i) all final findings of Code of Ethics violations and violations of other membership duties in this or any other REALTOR® association within the past three (3) years; (ii) pending ethics complaints (or hearings); (iii) unsatisfied discipline pending (iv) pending arbitration requests (or hearings) and (v) unpaid arbitration awards or unpaid financial obligations to this or any other REALTOR® association or REALTOR® association MLS.

Section 4. Supervision. The activity shall be operated under the supervision of the multiple listing committee, in accordance with the rules and regulations, subject to approval of the board of directors of the association of REALTORS®.

Section 5. Appointment of Committee. The president shall appoint the committee chair. All members of the committee shall be participants in multiple listing except, at the option of the local association, REALTORS® affiliated with participants may be appointed to serve in such numbers as determined by the local association.

Section 6. Vacancies. Vacancies in unexpired terms shall be filled as in the case of original appointees.

Section 7. Attendance. Any committee member who fails to attend three (3) consecutive regular or special meetings of the committee, without excuse acceptable to the chairperson of the committee, shall be deemed to have resigned from the committee and the vacancy shall be filled as herein provided for original appointees.

Section 8. Subscribers. Subscribers (or users) of the MLS include non-principal brokers, sales associates, and licensed and certified appraisers affiliated with participants. Subscribers also include affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers who are under the direct supervision of an MLS participant or the participant's licensed designee.

(END OF BONITA SPRINGS-ESTERO REALTORS® BYLAW PROVISIONS)

DEFINITIONS

1. "**Agent**" means the same as "Subscriber" or "MLS User" and refers to non-Participant Brokers, non-principal Brokers, sales associates, and licensed and certified appraisers affiliated with Participants.
2. "**BER**" means the Bonita Springs-Estero Realtors®.
3. "**Broker**" means the MLS Participant; however, for the purposes of the MLS Fine Program if the Broker is acting in the capacity of an Agent when allegedly committing a Violation of an MLS rule, the Broker may be fined as an Agent if the Broker is found to have committed a Violation. In addition, the Broker may be fined in his capacity of MLS Participant if the Broker's Violation of an MLS rules warrants treating the Broker as an MLS Participant.
4. "**Business Days**" means all days, excluding Saturdays and Sundays and Federal legal holidays (New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day). In counting Business Days in these Rules, the first Business Day shall begin at 12:01 a.m. on the Business Day after the Business Day that something occurred or was to have occurred, and the last Business Day shall end at midnight of the Business Day that something has or was to have been completed.
5. "**Days**" means calendar days. In counting Days in these Rules, the first Day shall begin at 12:01 a.m. on the Day after the Day that something occurred or was to have occurred, and the last Day shall end at midnight of the Day that something has or was to have been completed.
6. "**Fine Period**" means the prior 12 months from the most recent Violation.
7. "**Listing Content**" or "**Listing Data**" or "**Listing Information**" means the text, data, and digital images that Participants have collected, compiled, and entered, or caused to be entered, into the MLS Database, and 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. (Note: These terms have the same meaning whether capitalized or not capitalized.)
8. "**MLS Database**" means the computerized database and database compilation containing the Listing Data of the Members, Public Records, and any data or content supplied by the Participants.

9. "**Multiple Listing Service**" or "**MLS**" or "**Service**" herein refers to BER's Multiple Listing Service.
10. "**Notice**" means the formal notification from MLS to an Agent or Broker having to do with these Rules and Regulation. Article 17 shall govern Notice requirements and procedures. If the Notice is sent to the Agent, the Agent's Broker will be copied.
11. "**Participant**" or "**Broker**" or "**MLS Participating Office**" is used herein for simplification purposes to include licensees (including registered, licensed, and certified appraisers) within an MLS Participating Office in the context where such use is clear that the licensees are included. "**Listing Office**" means the MLS Participating Office that entered the listing into the MLS Database.
12. "**Profile Sheet**" is the form, electronic or hard copy, used to enter listing information into the MLS Database.
13. "**Southwest Florida MLS**" AKA SWFLAMLS means the consortium of MLSs that presently include the Bonita Springs-Estero REALTORS®, Inc., Naples Area Board of REALTORS, Royal Palm Coast Realtor Association and any other real estate association or MLS that later joins the consortium according to the terms of the Southwest Florida Multiple Listing Cooperative Agreement for Computerized Access to Listing Data effective as of March 1, 2013.
14. "**Subscriber**" or "**MLS User**" or "**Agent**" as used herein are synonymous terms and refer to non-Participant Brokers, non-principal Brokers, sales associates, and licensed and certified appraisers affiliated with Participants.
15. "**Violation**" means a requirement of an MLS rule has not been met.

GENERAL INFORMATION ABOUT MLS:

1. Prior to entering into a listing agreement with a Seller that is legally enforceable in the State of Florida, the Listing Broker shall disclose to the Seller that (1) Bonita Springs-Estero REALTORS®'s MLS is a voluntary MLS, and (2) that, unless specifically directed by the Seller in writing to enter the listing into the MLS Database, it is the independent decision of the Listing Broker whether to enter the listing into the MLS Database.
2. LISTING BROKER OWNS THE LISTING AGREEMENT. The Listing Broker owns the listing agreement. Prior to submitting a listing to the MLS, the Listing Broker shall own, or have the authority to cause all listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to be published in the MLS compilation of listing information. Use of listings and listing information by MLS for purposes other than the defined purposes of MLS requires the Listing Broker's consent. Such consent cannot be required as a condition of obtaining or maintaining MLS participatory rights. MLSs may presume that Listing Brokers have given such consent to a use of MLS listing information provided that Listing Brokers are given adequate prior notice of any intended use unrelated to the defined purpose of MLS, and given the opportunity to affirmatively withhold consent for that use. Listing Brokers cannot be required to transfer any rights (including intellectual property rights) in their listings or listing content to MLS to obtain or maintain participatory rights. However, MLS may require Listing Brokers to consent to the storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. MLS may also require Listing Brokers to warrant that they have the rights in submitted information necessary to grant these rights to the MLS.
3. Participation in the MLS is by firm. However, in these Rules and Regulations the term "Participant" or "Broker," for simplification purposes, may be used to signify the member of a firm who is the contracting REALTOR® (Principal) or the contracting Non-member Broker (Principal), who is not a REALTOR®. (See Bonita Springs-Estero REALTORS® Bylaws, which precedes these Rules and Regulations, Article XVIII, Section 3 Participation, for an explanation of Participant and contracting Non-member Broker.)
4. It is the responsibility of the MLS Participant (the Broker who contracts for the Multiple Listing Service) to ensure that all MLS Subscribers and employees in his/her MLS Participating Office comply with the MLS Rules and Regulations.

5. The multiple listing service function is supervised by a committee of the Bonita Springs-Estero REALTORS®.
6. The MLS is not a party to any listing agreement or to any documentation derived therefrom.
7. The maintenance of the listing agreement and all related documentation is the responsibility of the MLS Participating Office and not of MLS.
8. MLS is not responsible for determining or maintaining the legality of any contractual arrangements between the Listing Broker and the Seller or the Listing Broker and other MLS Participating Offices. Such contractual arrangements are the responsibility of the Listing Broker.
9. To "enter" listing information into the MLS is to input the listing information into the MLS's Database. Terms in these rules and regulations that indicate document "submission" or "filing" or "reporting" of listing information to the MLS are understood to mean entry of data into the MLS Database either by the MLS Participating Office or by MLS.

Rules and Regulations for an MLS Operated as a Committee of an Association of REALTORS®

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 service area of the multiple listing service, and are taken by participants on a listing form acceptable to the Service shall be delivered to the multiple listing service within 72 hours (excepting weekends, holidays and postal holidays) after all necessary signatures of seller(s) have been obtained: (Amended 11/17)

- 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

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement, making it possible for the listing broker to offer compensation to the other participants of the multiple listing service acting as subagents, buyer agents, or both. (Amended 11/96)

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

The different types of listing agreements include:

- exclusive right-to-sell
- open – **NOT ACCEPTED**
- exclusive agency
- net – **NOT ACCEPTED**

The service does 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 compensate other brokers. (Amended 4/92)

The **exclusive agency** listing also authorizes the listing broker, as an 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 exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt 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 exempt. 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)

Section 1.01 Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19) **M**

Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.

Section 1.1: Types of Properties

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

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

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

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

Section 1.2.0: Accuracy of Listing Data

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. **M**

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
- e) participate on the seller's(s') behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the

listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.2.2: MLS Entry-Only Listings

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

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

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

Section 1.3: Exempt Listings

Section 1.3 is not required if the service does not require all listings to be submitted by a participant to the service.

Section 1.4: Change of Status of Listing

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within twenty-four (24) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker. **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, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his or her exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller. (Adopted 11/96) **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 stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction. (Amended 11/92) **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 nonparticipants. **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(s) and

filed with the service.
(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: Service Area

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a participant, but cannot be required by the service. (Amended 11/17)

Section 1.13: Listing of Suspended Participants

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

be advised, in writing, of the intended removal so that the suspended participant may advise his clients. **M**

Section 1.14: Listing of Expelled Participants

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

Section 1.15: Listing of Resigned Participants

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

Section 1.16: Property Addresses

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number is unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location (Amended 1/22). **M**

RESTRICTIONS ON PROPERTY AND CONFIDENTIAL INFORMATION SECTIONS, ON STILL AND MOVING IMAGES (VIRTUAL TOURS), AND DRIVING DIRECTIONS

Listings entered into the MLS Database may be used to provide information pertinent to the listed property only and may not be used to advertise an MLS Participating Office, its services, its Broker, or its Agents to other MLS Participating Offices or to the public through direct or indirect advertising or "branding" of the listing information, by any means that would identify the MLS Participating Office, its services, its Broker, or its Agents, including, but not limited to, photographs, whether still or "moving" images, e.g., "virtual tours."

If the MLS becomes aware that a violation of Section 1.13 A, 1.13 B, or 1.13 C has occurred, the Listing Agent will be fined subject to Article 7. MLS Staff will notify the Listing Agent of the violation and remove the cause of the violation.

SECTION 1.13: A: IMAGES/VIDEO/AUDIO

Unless prohibited by the Seller, each listing entered into the MLS Database shall contain at a minimum one (1) property specific photograph which shall be entered within **5 business days that the initial Listing Information** is entered into the MLS Database. If only one (1) photo is entered into the MLS for that property, it must be the front elevation of the home or an aerial view of the exterior. If a listing is entered into the MLS Database without at least one property specific photograph, the Listing Agent, whose responsibility it is to enter the Listing Information into the MLS Database (see Section 1.1: Detail on Listing Entered into the MLS Database), will be fined subject to Article 7 and, MLS Staff will remove the listing from the MLS Database.

MLS reserves the right to accept or decline all images entered into the MLS Database, whether still or "moving," whether of the listed property or not, and may in its own discretion remove any image from the MLS Database for reasons that it deems appropriate. Inappropriate images may include, but are not limited to, images of the Brokerage, the Broker, Agent, or Seller, or images that would identify the Brokerage, the Broker, Agent, or Seller, or that contain Brokerage, Broker, Agent, or Seller contact information, including any "For Sale" sign or another sign or notice indicating that the Seller is soliciting direct contact from buyers, email addresses, website URLs, obscene or profane material.

The property photo(s), whether still or "moving" images, e.g., "virtual tours," of the listed property should only provide a photographic and/or auditory representation of the property and its amenities.

SECTION 1.13: B: PROPERTY INFORMATION SECTION

The Property Information Section should only be used to describe the property, its location (unless prohibited by the Seller), **its quality** (e.g., "Builder's own home," but not contact information for the builder), **and its amenities, Seller incentive to buyers, and no other information**, including any contact information whatsoever, is allowed. Examples of prohibited information, include, but are not limited to, Listing Office/Agent and owner contact information, Seller contact information, website URLs, compensation, showing instructions and contact information, alarm or security codes, images, or that the Agent/Broker is the owner of the property. Any other additional remarks, including contact information and compensation information, shall be placed in the Confidential Information Section only. If a foreign language is used in the Property Information Section, an accurate English translation should immediately precede the foreign language.

SECTION 1.13: C: CONFIDENTIAL INFORMATION SECTION

The Confidential Information Section should only include information the Listing Office intends for the use of other MLS Participating offices, and not for the public, the purpose of which is to procure the sale of the property by other MLS Participating Offices. Examples of permitted information are: special showing instructions, Refusal to Sell (Article 3), Listing Office/Agent contact information, that the Agent/Broker is the owner of the property, special compensation information, including

compensation offered to subagents, excluded prospects, and whether the Seller can sell the property without payment of compensation or at a reduced rate of compensation. Examples of prohibited information that should not be disseminated to other MLS Participating Offices are: all codes for accessing the property, e.g., gate codes, alarm codes, security codes, and elevator codes.

Selling Procedures

Section 2: Showings and Negotiations

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

- a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (Amended 4/92) **M**
- c) Listings entered into the MLS under ACTIVE status must be available for showings within **48 hours**. Sellers may restrict showing times to normal business hours (9am-5pm)

Exceptions to the rule include:

- If the listing is tenant occupied, then showings may be restricted pursuant the terms of the lease between the parties, including but not limited to the requirement of 24 hrs notice for showings. These shall be mentioned in confidential remarks.

- Properties with significant health & safety issues are exempt from this requirement and shall be noted in confidential remarks.

Section 2.1: Presentation of Offers

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

Section 2.2: Submission of Written Offers

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

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

Section 2.3: Right of Cooperating Broker in Presentation of Offer

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

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Amended 11/19) **M**

Section 2.4: Right of Listing Broker in Presentation of Counter-offer

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counteroffer 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 2.5: 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 24 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 24 hours after the occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker. (Amended 11/11)

Section 2.6: Reporting Resolutions of Contingencies

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

Section 2.7: Advertising of Listings Filed With the Service

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

Section 2.8: Reporting Cancellation of Pending Sale

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

Section 2.9: Disclosing the Existence of Offers

Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, 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). ○

Section 2.10: Availability of Listed Property

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

Section 3: Refusal to Sell

If the seller of any listed property filed with the multiple listing service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the service and to all participants. R

Prohibitions

Section 4: Information for Participants Only

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

Section 4.1: For Sale Signs

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

Section 4.2: Sold Signs

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

Section 4.3: Solicitation of Listing Filed With the Service

Participants shall not solicit a listing on property filed with the service unless such solicitation is consistent with Article 16 of the REALTORS®' Code of Ethics, its Standards of Practice, and its Case Interpretations.

Section 4.4: Use of the Terms MLS and Multiple Listing Service

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

Section 4.5: Services Advertised as "Free"

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (Amended 1/22) **M**

Division of Commissions

Section 5: Compensation Specified on Each Listing

The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate 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 two forms. The essential and appropriate requirement by an association multiple listing service is that the information to be published shall clearly inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of 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)*

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 nonagency 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)

Section 5.0.1: Disclosing Potential Short Sales

Multiple listing services that require participants to disclose potential short sales should adopt the following rule.

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)

When disclosed, participants may, at their discretion, advise other participants whether and 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. (Adopted 5/09)

Where participants 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 the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 72 hours of receipt of notification from the lender. (Adopted 5/10)

Section 5.1: Participant as Principal

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

Section 5.2: Participant as Purchaser

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

Section 5.3: Dual or Variable Rate Commission Arrangements

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

a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/01) **M**

Section 5.4: Display of Listing Broker's Offer of Compensation

Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

*The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed (Amended 1/22). **M***

Service Charges

Section 6: Service Fees and Charges

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

Initial Participation Fee: An applicant for participation in the service shall pay an application fee of \$20 with such fee to accompany the application.

Recurring Participation Fee: The annual participation fee of each participant shall be \$240 per salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first

day of the fiscal year (July 1) of the multiple listing service. Fees shall be prorated on a monthly basis. No refunds are given for MLS services.

MLS Waiver Policy: BER MLS will provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.* (Amended 5/18 and 8/18 [Leadership Team]) **M**

Listing Fee (Reciprocals): A participant shall pay a one-time listing fee in an amount of \$200 per listing filed with the service.

Compliance With Rules

Section 7: Compliance With Rules - Authority to Impose Discipline

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

- a) letter of warning
- b) letter of reprimand

c) attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration

d) appropriate, reasonable fine not to exceed \$15,000

e) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year

f) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

(Revised 11/14)

MLS FINE PROGRAM/MLS BILLING PAYMENT

PURPOSE: The purpose of the MLS Fine Program is to achieve timely and accurate information in the MLS Database, which is a business benefit to all MLS Participating Offices. The fines are intended to encourage corrective action so that future errors of the same kind are avoided. Further, the fine program is meant to be simple to understand and easy to administer, while still preserving the Brokers' and Agents' rights.

WHO MAY BE FINED: Agents or Brokers, depending on who violated the MLS rule, will be fined.

ADMINISTRATION OF FINES: The MLS Staff is authorized to confirm Violations of these Rules and Regulations and to impose fines as specified in these Rules and Regulations.

REFERRAL TO MLS COMMITTEE: If MLS Staff is reasonably certain that a Violation has occurred but either cannot confirm that a Violation has occurred or is unable to bring the administration of the Violation to a successful conclusion, then MLS Staff will refer the matter to the MLS Committee for its determination and action.

ARTICLE 2: FINES AND PROCEDURES FOR ADMINISTERING FINES

SECTION 0.1: A: FINES/PROCEDURES IN WHICH THE RULE REFERS TO ARTICLE 7

SUMMARY. This table is a summary of the fining process in a Fine Period. Please read the entire Article 7 for a complete understanding of the MLS Fine Program.	
Violation	A requirement of an MLS rule has not been met; or failure to correct an infraction of the MLS rule in the time allotted for the correction. Each individual act or omission is a separate violation; provided however, that a single act or omission that affects more than one listing shall be treated as a single violation without regard to the number of listings affected.
Fine Period	The prior 12 months.
No Fines	First Violation of different MLS rules. An Agent can violate one, two, or three different MLS rules (First Violation of each rule), and not be fined if the Agent corrects the infraction in 3 Business Days each time.
Fines	An Agent is fined when the same MLS rule is violated again or an infraction of a previously violated rule has not been corrected in 3 Business Days Second Violation: \$100 Fine. Third Violation: \$250 Fine. Fourth Violation: \$500 Fine. When four Violations have been committed.
Referral to MLS Committee	Fifth Violation: When five Violations have been committed, this is referred to MLS Committee, and the MLS Committee may assess a fine not to exceed \$15,000.00.
Payment of All Fines	The Agent or Broker, whoever is assessed the fine, is responsible for paying all fines assessed for Violations.

EXPLANATION OF THE FINE PROCESS: The following is a detailed explanation of the fine process.

THE BASIC STEPS IN THE PROCESS:

1. Violation. An Agent commits a Violation.

ARTICLE 3: Notification. When an Agent commits a Violation, MLS Staff will send a notice to the Agent with the information appropriate to the Violation, including, as applicable, the corrective action for the Agent to take, the timeframe to correct the Violation, whether there is a fine and its amount if there is one, and the number of Violations the Agent has committed in the current Fine Period. The Agent's Broker will be copied on all notifications to the Agent.

ARTICLE 4: Action. The Agent should take the appropriate action to correct the Violation.

ARTICLE 5: Further Notification/Consequences. MLS Staff notifies the Agent if the Violation has not been corrected, and if it has not, informs the Agent of the consequences of not correcting the Violation.

DESCRIPTION OF VIOLATIONS AND THE FINING PROCESS:

First Violation of an MLS Rule in a Fine Period—No Fine: For the First Violation of an MLS rule in a Fine Period, MLS will notify the Agent of the Violation. If the Violation is corrected in 3 Business Days, there will be no fine. The Agent must correct this First Violation in 3 Business Days, or it will be deemed another Violation of the same MLS rule and escalates to a Second Violation.

Second Violation of an MLS Rule in a Fine Period—\$100.00 Fine: For the Second. Violation of the same MLS rule in a Fine Period, MLS will notify the Agent of the Violation and the Agent will be fined \$100.00. The Agent must correct the Violation in 3 Business Days or it will be deemed another Violation of the same MLS rule and escalates to a Third Violation.

Third Violation of an MLS Rule in a Fine Period—\$250.00 Fine: For the Third Violation of the same MLS rule in a Fine Period, MLS will notify the Agent of the Violation and the Agent will be fined \$250.00. The Agent must correct the Violation in 3 Business Days or it will be deemed another Violation of the same MLS rule and escalates to a Fourth Violation.

Fourth Violation in a Fine Period: When the Agent has committed a total of Four Violations of the same or different MLS Rule in a Fine Period; the Agent will be fined \$500.00. The Agent must correct the Violation in 3 Business Days or it will be deemed another Violation and escalates to a Fifth Violation.

Fifth Violation in a Fine Period: When the Agent has committed a total of Five Violations in a Fine Period, the Agent will be requested to appear before the MLS Committee, and the MLS Committee may fine the Agent an amount not to exceed \$15,000.00. (See Article 9 for the full range of penalties that the MLS Committee may impose.)

MLS Committee's Right to Review Fine History: At any time during any Fine Period the MLS Committee reserves the right to review the Agent's history of MLS rule Violations.

Previous Fine Added to Current Fine: The fine amount for a previous offense, if not paid, is added to the fine amount of the current offense.

Suspending Computer Access and Lockbox Service: If an Agent does not pay a fine within ten (10) Days from the "Invoice Date" of the fine, which is the "Payment Due Date," the Agent's computer access to the MLS Database and the Agent's use of the lockbox service, if the Subscriber is a Keyholder, will be suspended until fines are paid in full.

SECTION 0.1: B: AUTOMATIC FINES WITH NO WARNING

The following fines are assessed with no warning and no time period for corrective action. If the Broker or Agent, or a Broker's or Agent's unlicensed personal assistant or unlicensed clerical staff, allows anyone not authorized to use his/her access codes to gain access to the MLS Database, a fine will be assessed upon confirmation by MLS Staff. In the event that the MLS Staff cannot confirm a violation based upon available information, the matter will be referred to the MLS Committee for its determination.

For the first offense; Five hundred Dollar (\$500.00) fine and a thirty (30) day suspension of access to the MLS Database;

For the second offense: One Thousand Dollar (\$1,000.00) fine and a sixty (60) day suspension of access to the MLS Database.

ARTICLE 6: STEPS IN REPORTING VIOLATIONS AND ASSESSING FINES.

1. A violation is discovered by, or reported to, MLS. The reporting may be oral or in writing. The reporting individual's name will remain confidential unless the individual is willing to have his/her name revealed to the person about whom he/she is submitting the complaint and/or to the MLS Committee.

ARTICLE 7: In the event that the individual reporting the violation does not want his/her name revealed to the MLS Committee and the violation has been referred to the MLS Committee and the MLS Committee cannot make a determination whether a violation has occurred, the matter will be closed without further action.

ARTICLE 8: If MLS Staff cannot determine whether a violation has occurred without certain documentation, MLS Staff is authorized to request confirming documents, which are to be supplied within 5 Business Days of the request. Such requested documents are considered confidential information.

When all requested documents are provided within 5 Business Days of the request and MLS Staff determines that a violation has occurred, MLS Staff will process the violation in accordance with Article 9, Section 9.1 Violations of Rules and Regulations as pertains to this Section 7.2.

ARTICLE 9: RESPONSIBILITY FOR PAYMENT OF FINES

Whoever, Agent or Broker, is fined for a Violation will be responsible for paying the fine. The Broker will be copied on any correspondence sent to an Agent affiliated with the Broker regarding Violations, and if a fine is to be assessed for the Violation, the Broker will be informed of the fine. If the Agent is fined, payment of the fine will be the Agent's responsibility and not the Broker's. The Agent cannot avoid payment of a fine by

changing MLS Participating Offices. If the Agent moves from one MLS Participating Office to another MLS Participating Office, the fine follows the Agent. If the Agent leaves the MLS, the fine will be the Agent's responsibility if he/she returns to MLS.

ARTICLE 10: REFERRAL TO MLS COMMITTEE

If the MLS Staff cannot determine or confirm that a Violation of a rule has occurred, then the matter will be referred to the MLS Committee for its determination and action. If the MLS Staff is unable to administratively bring the Violation of a rule to a successful conclusion, then MLS Staff will refer the matter to the MLS Committee for its determination and action.

ARTICLE 11: PAYMENT OF FINES

All fines to the Agent are due and payable ten (10) Days from the "Invoice Date" of the fine which is the "Payment Due Date." If the Agent is fined, payment of the fine will be the Agent's responsibility and not the Broker's.

ARTICLE 12: BROKER/AGENT CONTESTS FINE BY MLS STAFF

If a Broker or Agent feels that a fine, levied by MLS Staff, is unwarranted, the Broker or Agent may write the MLS Committee explaining the reason. The MLS Committee will decide, based on the written information, whether the fine levied by MLS Staff is warranted and so inform the Broker or Agent. If the Broker or Agent appeals the MLS Committee's decision, final determination will be made using the appropriate process described in Article 9 of the MLS Rules and Regulations, latest edition. However, the fines must be paid when due. If the Broker's or Agent's appeal is successful, the amount of the fine authorized by the appropriate entity will be refunded.

ARTICLE 13: SUSPENSION/TERMINATION OF SERVICE FOR NONPAYMENT OF FINES

SECTION 7.7: A:AGENTS: If an Agent does not pay a fine within ten (10) Days from the "Invoice Date" of the fine, the "Payment Due Date," the Agent's computer access to the MLS Database and the Agent's use of the lockbox service will be suspended until fines are paid in full.

SECTION 7.7: B:BROKERS: A Broker's fine will be added to the Broker's bill for MLS services and be subject to the procedures for payment associated with such billing. The Broker, on a case by case basis, may elect to pay an Agent's fine, in which case the Broker must notify MLS of that decision prior to the Agent's "Payment Due Date," and the Agent's fine will be added to the Broker's bill for MLS services and be subject to the procedures for payment associated with such billing.

ARTICLE 14: SUSPENSION/TERMINATION OF SERVICE FOR NONPAYMENT OF MLS BILL

A: DEFINITIONS

1. BILLING DATE/INVOICE DATE: The Billing Date is the Invoice Date that is stated on the MLS bill. "Bill" and "Invoice" are synonymous.

ARTICLE 15: PAYMENT DUE DATE/PAST DUE DATE:

- (a) Offices. The Payment Due Date for MLS Participating Offices is stated on the bill. The Past Due Date for offices will not be less than the last day of the month in which the Payment Due Date is the first day of the month, and it will be stated on the bill or provided by separate notice.

ARTICLE 16: Agents. Agents will be billed if an electronic billing/payment method is used, and the Payment Due Date for Agents affiliated with a Participant will be the first day of the month for which payment is due, and it will be stated on the bill, which is the notification of the Payment Due Date. If the Agent has not paid his/her bill in full by the Past Due Date, which will not be less than the last day of the month in which the Payment Due Date is the first day of the month, and it will be stated on the bill or provided by separate notice, the Agent's unpaid bill for the prior billing period, plus any late fees, will be added to the office's bill, and the Participant will be responsible for paying the Agent's overdue bill pursuant to the Participant's ultimate responsibility for the Agent's bill. Notwithstanding the above, an Agent's fine(s) are the sole responsibility of the Agent and will not be billed to the Broker.

(Administrative Note: See Section 7.7. B. if the Broker elects to pay the Agent's fine.)

3. NOTICE: Written notice regarding Billing Dates, Due Dates, and Suspension of Computer Access to Offices and Suspension of Computer Access/Lockbox Service to Agents may be incorporated in the invoice itself or in a notice about the bill, whether physical or electronic. Suspension of MLS Services and Termination of MLS Services require a separate written notice as described herein.

ARTICLE 17: SUSPENSION OF COMPUTER ACCESS/LOCKBOX SERVICE TO AGENTS: Suspension of computer access and lockbox service means that an Agent's computer access to the MLS Database and the Agent's use of the lockbox service has been suspended.

ARTICLE 18: SUSPENSION OF COMPUTER ACCESS TO OFFICES: Suspension of computer access to offices means denial of computer access to the MLS Database to the office and to all of its MLS Agents.

ARTICLE 19: SUSPENSION OF MLS SERVICES: Suspension of MLS services shall mean the suspension of all MLS services. During the period of suspension of MLS services, the MLS Participating Office may reinstate the Multiple Listing Service by paying all fees, fines, except fines assessed to its Agents, which are the responsibility of the Agents, and charges due to the date of the reinstatement. (Administrative Note: See Section 7.7. B. if the Broker elects to pay the Agent's fine.)

ARTICLE 20: TERMINATION OF MLS SERVICES: Termination of MLS services shall mean that the providing of MLS services by MLS has ended, including removing all the Office's listings from the MLS, and that reinstating MLS services requires following such procedures as prescribed in Section 6.1 Reinstating the Multiple Listing Service.

ARTICLE 21: ELECTRONIC BILLING/PAYMENT/NOTIFICATION: Billing, payment, invoicing, notification, and anything related may be by electronic means. The notice is deemed to be given on the date sent or mailed.

ARTICLE 22: ENFORCEMENT PROCEDURES

1. **SUSPENSION OF COMPUTER ACCESS TO OFFICES:** Applies to offices only. For failure to pay any service charge or fee by the Past Due Date, and provided that at least ten (10) Days' written notice has been given, computer access to the MLS Database to the MLS Participating Office and all its Subscribers will be suspended until service charges, fees, and fines, except fines assessed to its Agents, which are the responsibility of the Agents, are paid in full.

2.

ARTICLE 23: SUSPENSION OF COMPUTER ACCESS TO AGENTS: Applies to Agents if an electronic billing/payment method is used. For failure to pay the MLS bill by the Past Due Date, the Agent's computer access to the MLS and the Agent's use of the Supra lockbox service, if the Agent is a Keyholder, will be suspended until payment is made in full, including any late fees.

ARTICLE 24: SUSPENSION OF MLS SERVICES TO OFFICES: Applies to offices only. For failure to pay any service charge, fee, or fine, except fines assessed to its Agents, which are the responsibility of the Agents (Administrative Note: See Section 7.7. B. if the Broker elects to pay the Agent's fine.), by the Past Due Date, and provided that at least 10 Days' written notice has been given, the Multiple Listing Service shall be suspended until all service charges and fees are paid in full. The earliest date of the suspension shall be at least 10 Days after the Past Due Date. The suspension will take effect no fewer than 10 Days after sending written notice by MLS to the Participant but not sooner than 10 Days after the Past Due Date. The notice will include the date the suspension is to take effect, the fact that the MLS Participating Office's listings will be purged from the MLS, and the action to take to avoid suspension.

ARTICLE 25: TERMINATION OF MLS SERVICES TO OFFICES: Applies to offices only. Provided that the MLS Participating Office has not satisfied the terms of the Suspension, Termination of MLS Services will occur the last calendar day of the second month

after the Payment Due Date. The notice of Termination of MLS Services may be included in the notice of Suspension of MLS Services, or it may be a separate notice. If it is a separate notice, it must be sent to the MLS Participating Office at least 10 Days prior to the effective date of the Termination. The notice will include the date the Termination is to take effect, the action to take to avoid Termination, and the method of reinstating MLS Services. To reinstate MLS Services the provisions of Section 6.1 "Reinstating the Multiple Listing Service" shall apply.

Section 7.1: Compliance With Rules

The following action may be taken for non-compliance 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

Section 7.2: Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to the 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

disciplines. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. (Adopted 4/92)

Meetings

Section 8: Meetings of MLS Committee

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

Section 8.1: Meetings of MLS Participants

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

Section 8.2: Conduct of the Meetings

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

Enforcement of Rules or Disputes

Section 9: Consideration of Alleged Violations

The committee shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors). (Amended 5/18) **M**

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. (Amended 11/20) **M**

Section 9.1: Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the MLS committee and if a violation is determined, the MLS committee may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the professional standards committee of the association in accordance with the bylaws of the association of REALTORS®. (Amended 2/98)

If, rather than conducting an administrative review, the MLS committee has a procedure established to conduct hearings, the decision of the hearing tribunal may be appealed to the board of directors of the association of REALTORS®. Alleged violations of Section 16 of the rules and regulations shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association, except that if the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association. (Amended 2/98) **M**

Section 9.2: Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the committee to the secretary of the association of REALTORS® for

appropriate action in accordance with the professional standards procedures established in the association's bylaws. (Amended 11/88) **M**

Section 9.3: Complaints of Unauthorized Use of Listing Content

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS rules.

Upon receiving a notice, the committee (Board of Directors) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Directors), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the Committee's (Board of Director's) determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law.

(Adopted 5/18) **M**

Section 9.4: MLS Rules Violation

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules. (Adopted 5/18) **M**

Confidentiality of MLS Information

Section 10: Confidentiality of MLS Information

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

(Amended 4/92) **M**

Section 10.1 MLS Not Responsible for Accuracy of Information

The information published and disseminated by the service is communicated verbatim, without change by the service, as filed with the service by the participant. The service does not verify such information provided and disclaims any responsibility for its accuracy. Each participant agrees to hold the service harmless against any

liability arising from any inaccuracy or inadequacy of the information such participant provides. **R**

Ownership of MLS Compilation* and Copyright

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

Section 11

By the act of submitting any property listing content to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

(Amended 5/18) **M**

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. (Adopted 5/18) **M**

Section 11.1

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the Bonita Springs-Estero REALTORS® and in the copyrights therein, shall at all times remain vested in the Bonita Springs-Estero REALTORS®. **R**

Section 11.2: Display

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

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

Use of Copyrighted MLS Compilation

Section 12: Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the

foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law. (Amended 4/92) **R**

Section 12.1: Display

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

THE FOLLOWING FIELDS OF INFORMATION FROM THE MLS DATABASE CAN NOT BE DISPLAYED TO CONSUMERS OR TO NON-MLS PARTICIPATING BROKERS OR AGENTS

FIELDS NOT TO DISPLAY	PROPERTY TYPES
Appointment not Required	RES, COMM, LOT, RES INC, RES RENTAL
Appointment Phone Number	RES, COMM, LOT, RES INC, RES RENTAL
AVM	RES, COMM, LOT, RES INC, RES RENTAL
Blogging	RES, COMM, LOT, RES INC, RES RENTAL
Bonus Amount	RES, COMM, LOT, RES INC, RES RENTAL
Business Name	COMM
Buyer Agent Compensation	RES, COMM, LOT, RES INC, RES RENTAL
Confidential Comments	RES, COMM, LOT, RES INC, RES RENTAL
Driving Directions	RES, COMM, LOT, RES INC, RES RENTAL
Expiration Date	RES, COMM, LOT, RES INC, RES RENTAL
Joint Agency Listing	RES, COMM, LOT, RES INC, RES RENTAL
Lease End	COMM
Limited Services Y/N	RES, COMM, LOT, RES INC, RES RENTAL

Listing Type	RES, COMM, LOT, RES INC, RES RENTAL
Non-Representative Compensation	RES, COMM, LOT, RES INC, RES RENTAL
Owner Name	RES, COMM, LOT, RES INC, RES RENTAL
Photo Instructions	RES, COMM, LOT, RES INC, RES RENTAL
Property Address on Internet	RES, COMM, LOT, RES INC, RES RENTAL
Property on Internet	RES, COMM, LOT, RES INC, RES RENTAL
Short Sale Compensation	RES, COMM, LOT, RES INC, RES RENTAL
Showing Instructions	RES, COMM, LOT, RES INC, RES RENTAL
Is there a sign on the property with Seller contact information? Contact Seller for showing? Listing Broker will be available on contract presentation and negotiations? Listing Broker will perform post contract services: (Follows-up contract to closing)?	RES, COMM, LOT, RES INC, RES RENTAL
Sub Agent Compensation	RES, COMM, LOT, RES INC, RES RENTAL
Target Marketing	RES, COMM, LOT, RES INC, RES RENTAL
Tenant Name	COMM
Transaction Broker Compensation	RES, COMM, LOT, RES INC, RES RENTAL
Variable Rate Commission	RES, COMM, LOT, RES INC, RES RENTAL

Section 12.2: Reproduction

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

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable* number (500) 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 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 05/14)*

Use of MLS Information

Section 13: Limitations on Use of MLS Information

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

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

Based on information from the Bonita Springs-Estero REALTORS® (alternatively, from SWFLAMLS) for the period (date) through (date). (Adopted 11/97)

Changes in Rules and Regulations

Section 14: Changes in Rules and Regulations

Amendments to the rules and regulations of the service shall be by a majority vote of the members of the multiple listing service committee, subject to approval by the board of directors of the association of REALTORS®.

Arbitration of Disputes*

Section 15 Arbitration of Disputes

By becoming and remaining a participant, each participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS participants in different firms arising out of their relationships as MLS participants subject to the following qualifications:

- a) If all disputants are members of the same association of REALTORS® or have their principal place of business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that association of REALTORS®.

- b) If the disputants are members of different associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Florida REALTORS®. (Amended 11/97)

Interboard Arbitration Procedures: Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the interboard arbitration procedures in the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall preclude participants from agreeing to arbitrate the dispute before a particular association of REALTORS®. (Amended 11/98) **M**

Awards: The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or

trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the participant to disciplinary action at the sole discretion of the MLS. (Adopted 11/15) ○

Standards of Conduct for MLS Participants*

(Section 16)

Standard 16.1

MLS participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS participants have with clients. (Amended 1/04) ○

Standard 16.2

Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord. ○

Standard 16.3

MLS participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker. (Amended 1/04) ○

Standard 16.4

MLS participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right-to-sell, an exclusive agency, open listing, or other form of contractual agreement between the listing

broker and the client) the MLS participant may contact the owner to secure such information and may discuss the terms upon which the MLS participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing. ○

Standard 16.5

MLS participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. (Amended 1/98) ○

Standard 16.6

MLS participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. (Amended 11/01) ○

Standard 16.7

The fact that an agreement has been entered into with an MLS participant shall not preclude or inhibit any other MLS participant from entering into a similar agreement after the expiration of the prior agreement. (Amended 1/98) ○

Standard 16.8

The fact that a prospect has retained an MLS participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS participants from seeking such prospect's future business. (Amended 1/04) ○

Standard 16.9

MLS participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/98) ○

Standard 16.10

When MLS participants are contacted by the client of another MLS participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. (Amended 1/98) ○

Standard 16.11

In cooperative transactions, MLS participants shall compensate cooperating MLS participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the

sales licensees employed by or affiliated with other MLS participants without the prior express knowledge and consent of the cooperating broker. ○

Standard 16.12

MLS participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed general for purposes of this rule. (Amended 1/04)

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, for sale or for rent signs, or other sources of information intended to foster cooperation with MLS participants. (Amended 1/04) ○

Standard 16.13

MLS participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine

whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. (Amended 1/04) ○

Standard 16.14

MLS participants, acting as buyers or tenants representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. (Amended 1/04) ○

Standard 16.15

On unlisted property, MLS participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. (Amended 1/04)

MLS participants shall make any request for anticipated compensation from the seller/ landlord at first contact. ○

Standard 16.16

MLS participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 1/04) ○

Standard 16.17

MLS participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a multiple listing service or any other offer of cooperation may not be used to target clients of other MLS participants to whom such offers to provide services may be made.

(Amended 1/04) ○

Standard 16.18

MLS participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

(Amended 1/04) ○

Standard 16.19

All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. (Amended 1/04)

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS participants shall ask prospects

whether they are a party to any exclusive representation agreement. MLS participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. (Adopted 1/03, Amended 1/04) ○

Standard 16.20

Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude participants from establishing agreements with their associated licensees governing assignability of exclusive agreements. (Adopted 1/98, Amended 1/10) ○

Standard 16.21

These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS participants involving commission, fees, compensation, or other forms of payment or expenses. ○

Standard 16.22

MLS participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. (Amended 01/12) ○

Standard 16.23

MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. (Adopted 11/07) ○

Standard 16.24

MLS participants shall present a true picture in their advertising and representations to the public, including Internet content, images, and the URLs and domain names they use, and participants may not:

- a) engage in deceptive or unauthorized framing of real estate brokerage websites;
- b) manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- c) deceptively use metatags, keywords, or other devices/methods to direct, drive, or divert Internet traffic;
- d) present content developed by others without either attribution or without permission; or
- e. otherwise mislead consumers, including use of misleading images. (Amended 1/18) ○

Standard 16.25

The services which MLS participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate

brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (Adopted 11/09) ○

Orientation

Section 17: Orientation

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than three (3) classroom hours devoted to the MLS rules and regulations and/or computer training with test related to MLS information entry and retrieval and the operation of the MLS within ninety (90) days after access has been provided. (Amended 11/04) **M** Participants will not have the ability to input a listing until training is completed. Failure to complete training within the 90 day timeframe will result in suspension of access to the MLS until training is completed.

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 enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to

complete any mandated orientation and additional training remotely.
(Amended 11/17)

Internet Data Exchange (IDX)

Section 18: IDX Defined

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. (Amended 5/17) **M**

Section 18.1: Authorization

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants.*

Section 18.2: Participation

Participation in IDX is available to all MLS participants engaged in real estate brokerage who consent to display of their listings by other participants. (Amended 11/09)

Section 18.2.1

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 05/12). **M**

Section 18.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12) **M**

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 05/17) **M**

Section 18.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency. Selection of listings displayed through IDX must be independently made by each participant (Amended 1/22). **M**

Section 18.2.5

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

Section 18.2.6

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

(Amended 05/12) **M**

Section 18.2.7

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 05/12). **M**

Section 18.2.8

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 discontinued 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 05/12) **M**

Section 18.2.9

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. (Amended 05/12) **M**

Section 18.2.10

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) **M**

Section 18.2.11

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.

(Adopted 05/15) **M**

Section 18.2.12

All listing displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant 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

* (Amended 1/22) **M**

Section 18.3: 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 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information) may not be displayed. (Amended 1/22) ○

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 05/12) ○

Section 18.3.2

Deleted May 2015.

Section 18.3.3

Deleted May 2017; moved to 18.2.12 May 2017.

Section 18.3.4

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

Section 18.3.5

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. ○

Section 18.3.6

Deleted November 2006.

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. (Amended 05/17) ○

Section 18.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, noncommercial 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.* (Amended 05/17) ○

Section 18.3.9

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 five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/17) ○

Section 18.3.10

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. ○

Section 18.3.11

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.* (Amended 05/17) ○

Section 18.3.12

Display of expired, and withdrawn, and sold listings ** is prohibited. (Amended 1/22) ○

Section 18.3.13

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited. ○

Section 18.3.14

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 05/12) ○

Section 18.3.15

Not adopted

Section 18.3.16

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these

rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party.

(Adopted 11/09) ○

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Adopted 11/01, Amended 5/05) ○

Section 19: Virtual Office Websites (VOWs)

Section 19.1 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**

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 19.2

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 19.3

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, username, 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 19.4

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 19.5

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 19.6

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**

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

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**

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

Section 19.7

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 19.8

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 19.9

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

Section 19.10

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 19.11

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 19.12. 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, or type of property. (Amended 1/22) **M**

Section 19.13

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 19.14

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 19.15

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 be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending (“under contract”) listings on VOW sites.

- 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) Sales price if sold information is not publicly accessible in the jurisdiction of the MLS (Amended 3/22) ○
- f) sales price if sold information is not publicly accessible in the jurisdiction of the MLS (Amended 05/21) ○

Note: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15 e must be omitted. (Revised 11/15) **M**

Section 19.16

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 the listings or fewer than all of the authorized information fields. ○

Section 19.17

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. ○

Section 19.18

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of the listing data.. (Amended 1/22) ○

Section 19.19

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry. ○

Section 19.20

Participants may, at their option, require Registrants to reconfirm or change passwords more frequently than 90 days. M

Section 19.21

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

Section 19.22

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing. ○

Section 19.23

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS. ○

Section 19.24

Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS. ○

Section 19.25

Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours.

(Adopted 11/08) ○

LOCKBOX SECURITY REQUIREMENTS

The following are the minimum lockbox requirements required by the National Association of REALTORS® for the operation of a common lockbox system by BER. Lockboxes are a service of Bonita Springs-Estero REALTORS® (BER) and are available to any REALTOR® (principal) who is a REALTOR® member of SWFLAMLS on behalf of their office.

LOCKBOX SECURITY REQUIREMENTS OF THE NATIONAL ASSOCIATION OF REALTORS®

(NOTE: BER sells and leases Keys and sells Keyboxes to eligible individuals subject to the following policies and procedures. "Keybox" and "lockbox" are identical terms.)

Eligibility for coverage under N.A.R.'s blanket errors and omissions insurance program is contingent on compliance with the following security measures.

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

Keys must be obtained from the original manufacturer, from a recognized vendor of lockbox systems or from any other legitimate source. Prior to utilizing previously used keys, lids or boxes, information shall be obtained from the original manufacturer to determine whether the key's pattern, code

or configuration is already in use by other Associations, Boards, MLSs or other users in the vicinity. Surrounding Associations, Boards and MLSs shall also be contacted to determine whether the key's pattern, code or configuration is currently in use.

Every Participant and every non-principal Broker, sales licensee and registered, licensed, or certified appraiser who is affiliated with an MLS Participating Office and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a Keyholder agreement with the MLS.

Keyholder agreements shall set forth the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the BEA MLS that relate to the operation of the lockbox system. The Keyholder agreement shall also provide that keys may not be used under any circumstances by anyone other than the keyholder except as provided elsewhere in this statement of policy.

The lease or purchase of a key from BER is on a voluntary basis.

BER Keyholder agreements may, at the option of BER, contain a liquidated damages provision to offset some or all of BEAR's costs in re-establishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the key holder.

BER shall maintain current records as to all keys issued and in inventory.

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

Keyholders shall immediately report lost, stolen or otherwise unaccountable keys to BER. Upon receipt of notice the BER shall take any steps deemed necessary to re-secure the system.

BER has adopted written, reasonable and appropriate rules and procedures for administration of its lockbox system which includes appropriate fines, not to exceed \$15,000.00. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of BER as set forth in the Keyholder agreement. All keyholders, whether Participants or individuals affiliated with Participants, shall agree, as a condition of the Keyholder agreement, to be bound by the rules and procedures governing the operation of the BER lockbox system.

BER may sell or lease electronic lockbox programmers or keypads to Participants and those affiliated with Participants eligible to hold lockbox keys pursuant to these requirements provided that such devices may be deactivated, if necessary, within a reasonable period not to exceed thirty (30) days.

The BER will refuse to sell or lease electronic lockbox programmers or keypads, will terminate existing Keyholder agreements, and will refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in BER'S determination, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

The BER will suspend the right of lockbox Keyholders to use lockbox keys following their arrest and prior to their conviction for any felony or misdemeanor which, in BER'S determination, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

Factors BER shall consider when making such determinations include, but are not limited to:

- (a) The nature and seriousness of the crime.

The relationship of the crime to the purposes for limiting lockbox access.

The extent to which access (or continued access) might afford opportunities or 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.

LOCKBOX SYSTEM RULES

1. A lockbox is a container affixed to a property containing a device to gain access to the property being marketed by a Participant in the MLS. Lockboxes are not security devices, but are a device by which showing of properties is facilitated.

Cooperating Brokers and affiliated licensees must contact the Listing Office to disclose their agency or other status and to arrange appointments to show or enter listed property, even if the property has a lockbox affixed to it unless the Listing Office has given specific permission (through information published in the MLS or otherwise) to show the property without first contacting the Listing Office.

BREACH OF SECURITY/FINES

GENERAL: The following rules and fines are designed to impress upon the Keyholder how important it is to maintain the confidentiality of PIN numbers and the security of the lockbox system. This is for the ultimate protection of the Sellers and to minimize the liability to the Keyholder.

POSSESSION OF KEY: Each KEYHOLDER may possess only one Key at a time. If a Key is lost or requires replacement for any reason, the replacement cost for the Key shall be the replacement price set forth in the Keyholder Agreement.

CURRENT UPDATE CODE: The Key has an update code that expires daily to prohibit further use of the Key until a new current update code is obtained from the lockbox system vendor, or the MLS and entered into the Key. Update codes shall be issued only to Keyholders in good standing with BER.

SECURITY OF EQUIPMENT: it is necessary to maintain the security of each Key and the Personal Identification Number ("PIN") of each Key to prevent the use of the Key by unauthorized persons. These rules are meant to protect the Seller and limit the liability of the Keyholder. Please abide by them for your and the Seller's protection. A Keyholder in possession of a Key, whether such Key is being actively used or not, shall abide by the following conditions:

- (b) To keep the Key in Keyholder's possession or in a safe place at all times;

Not allow the PIN for the Key to be attached to the Key for any purpose whatsoever or to be disclosed to anyone, including, but not limited to, Broker, spouse, significant other, team member, personal assistant. This is a policy requirement of the National Association of REALTORS®;

Not lend or otherwise transfer the Key to any other person or entity, or permit any other person or entity to use the Key for any purpose whatsoever, whether or not such other person or entity is a real estate Broker or sales associate;

Not leave the Key in a Keybox;

Return the property key to the Keybox;

Not duplicate the Key or the property key or allow any other person to do so;

Not assign, transfer or pledge the Key;

Not destroy, alter, modify, disassemble or tamper with the Key or knowingly or unknowingly allow anyone else to do so;

Notify BER immediately in writing, and in any event within 48 hours, of a loss or theft of the Key or any Keyboxes, and of all circumstances surrounding such loss or theft;

Report lost or stolen keys to the appropriate law enforcement agency (police or Sheriff) prior to being issued a replacement key. A copy of the police or Sheriff's report must be provided to BER as soon as possible.

Complete and deliver to the MLS a stolen Key affidavit (provided upon request by MLS) prior to and as a condition of the issuance of a replacement Key;

Follow all additional security procedures as specified by the MLS; and

Safeguard the code for each Keybox from all other individuals and entities, whether or not they are authorized users of the Lockbox System licensed by BEAR from a third party vendor.

4. PROCEDURES FOR VIOLATIONS OF MLS RULES GOVERNING LOCKBOX SERVICE:

Any misuse of the Key or the lockbox service will be considered a violation of the MLS rules governing the lockbox service.

- (c) The MLS Committee will consider written notice of violations or may initiate action if a possible violation comes to its attention and the following actions will apply:

Notice will be given to the Keyholder of the apparent misuse, with the opportunity for the Keyholder to appear before the MLS Committee to show cause why his/her key privileges should not be suspended or terminated and a fine levied.

The following penalties may be applied:

First offense: Fine up to \$1,000 and Keyholder's key service may be turned off for a period of up to six months,

Second offense: Fine up to \$1,000 and Keyholders key service to be terminated for up to three years.

CHANGES IN RULES AND REGULATIONS

Changes in Rules and Regulations of the MLS may be made by a majority vote of the Members of the BER MLS Committee or by any work group appointed by the BER Board of Directors, subject to final approval by the BER Board of Directors