



Rules
and
Regulations
for
Multiple
Listing
Service
(MLS)

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 forms accepted by the service and shall be delivered to the multiple listing service within 48 hours after all necessary signatures of seller(s) have been obtained: *(Amended 4/2024)*

1. Single family homes for sale or exchange
2. Vacant lots and acreage for sale or exchange
3. Two-family, three-family, and four-family residential buildings for sale or exchange

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

- May reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants
- Assure that no listing form filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

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

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

The different types of listing agreements include:

• exclusive Right-to-sell	• open	
• exclusive agency	• net	

The service may not accept **net listings** because they are deemed unethical and, in most states, illegal.

Open listings are not accepted, except where required by law, because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. *(Amended 4/92)*

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

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects 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)*

Note 2: A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The multiple listing service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

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

“MLS will accept auction properties, provided they are designated as listed properties and include the proper disclosures. Terms regarding potential sale prior to auction date must be disclosed including buyer premium, if it exists, as well as no mention made of a future auction date.”

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 4/1/20)*

These rules also apply to Exclusive Listing Agency, Delayed Listings and Coming Soon. These rules apply to Broker/REALTOR and client. It is the responsibility of the Brokerage/REALTOR to explain these rules to clients and the consequences of breach of rules. See section 7 for fines and penalties. *(Adopted 5/6/21)*

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.

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).

These rules also apply to Exclusive Listing Agency, Delayed Listings and Coming Soon. These rules apply to Broker/REALTOR® and client. It is the responsibility of the Brokerage/REALTOR® to explain these rules to clients and the consequences of the breach of rules. See section 7 for fines and penalties. *(Adopted 4/21)*

1.2.0: Accuracy of Listing Data

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

1.3 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.

Listing Status Definitions:

Active: Listings that are available for sale or lease with no accepted offers and have a valid listing contract per MLS rules. The listing is available for immediate showings and offers.

Coming Soon: Listings that are being offered for Sale, but no showings are allowed and no offers can be presented until the status is changed to Active. Coming Soon listings will be syndicated to the Internet as Coming Soon Listings. There is a maximum of 10 days that any listing can remain in this Status. After 10 days, the Status automatically changes to Active. Agents must specify the Showing Start Date in Status Remarks, and manually change the status to Active on that date. A Coming Soon rider must be placed on the property if a yard sign is installed. A copy of the Coming Soon document signed by the Seller must be sent to the E.O.

AO-Sale Pending: Listings where the seller has accepted an offer on the property. These listings have no escape clause and all contingencies have been met or released in the offer contract. Listings with this status will still be submitted to syndication and IDX sites, but the status will be displayed as Pending or Sale Pending.

AO-Contingent: Listings where the seller has accepted an offer with contingencies - the listing will show on listing syndication sites and IDX websites as Contingent. Listing agents should disclose the details of the contingencies (subject to their fiduciary and confidentiality duties to the seller) in the MLS so that all MLS participants can decide if their clients want to view the property or submit backup offers.

AO-Escape: Listings where the seller has accepted an offer, but the offer has an "escape clause"; - These listings will show on listing syndication sites and IDX websites as Contingent. Listing agents should disclose the details of the escape clause (subject to their fiduciary and confidentiality duties to the seller) in the MLS so that all MLS participants can decide if their clients want to view the property or submit backup offers.

Expired: The MLS requires the listing agent to enter the Expiration date for each listing. Expiration dates are confidential while the listing is Active, Contingent, Pending, or Withdrawn and can only be seen by agents who have permission to edit the listing. If an Active listing is not renewed, it is automatically Expired in the MLS when it reaches the Expiration Date. Pending listings do not expire.

Off Market Temporary: Listings that are being taken "Off Market" - but the seller is still under contract with the listing office. The status of Withdrawn listings is automatically changed to Expired in the MLS when the property reaches the expiration date. If the seller accepts an offer, they still owe a commission to the listing agent.

Off Market Permanent: Listings where the Seller is being released from the listing contract (or the listing contract was Canceled). The seller is free to sell or re-list without paying a commission.

Sold/Closed: Listings that have closed escrow. The listing agent is responsible to report all sold listings in a timely manner and give proper credit to the buyer office and buyer agent. If you are the buyer agent and the listing agent is not a member of the MLS, you can enter the listing as a pre-sold comp once it closes and select "Other-Non MLS" as the listing agent.

Rented/Leased: Listings that have been rented or leased and are no longer available.

Deleted: The only valid reason to delete a listing is if it was accidentally duplicated. Please contact the MLS or the MLS Provider if you have a valid reason to delete a listing. When listings are deleted, they are purged to the archive database and will still be searchable under the status of "Deleted".

Exempt Listing (Exclusive Agency Listing)

If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller on MLS Required form that he does not desire the listing to be disseminated by the service.

Note 2: MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation.

COMING SOON

1. Listings with a Coming Soon status must have a "Showing Start Date" entered into MLS less than or equal to ten (10) calendar days from the date of entry to the MLS.
2. The listing must become Active on the Showing Start Date. If the property is not ready on the Showing Start Date, the property must be withdrawn from the MLS until it is ready for showings and cannot be entered as a Coming Soon again.
3. The Showing Start Date, once entered, cannot be changed. Showing start date shall be listed in the private remarks section and also in the general description in **BOLD** and **CAPS** so as to prominently display the start date of the listing to all agents on the MLS.
4. A property address may only be allowed in the Coming Soon status one time with the same owner unless the property has been off-market (Expired or canceled) for at least sixty (60) calendar days.
5. Coming Soon Authorization form will be submitted to the Executive Officer and listing shall be added to the MLS as a coming soon within 48 hours of signing listing documentation
6. Coming Soon can only be used solely, not in conjunction with or connected to any Exclusive listing agreements. If property had formerly been an exclusive listing, the property if deemed by the seller to become an active MLS listing, shall not be permitted to be also a coming soon listing.
7. Physical yard signs shall also carry the "COMING SOON" rider to alert the public and agents that this home isn't currently being shown.

Coming Soon Authorization form to contain the following language:

The real estate listing brokerage and/or agent named below has explained to me the advantages of the Multiple Listing Service (MLS). Only a property that is active on the market in the MLS is included with the other real estate listings that are displayed in broker IDX sites and on Realtor.com (and other syndication). Listings that are active on the MLS are expected to be available for showings within a reasonable time with proper advanced notice. However, for reasons identified in the Owner's Remarks below, the owner requests that the listing be added to the Multiple Listing Service in an active status with a delayed start date for showings. This will mean that the property may not be shown until the date specified on the MLS required form.

DELAYED LISTING

The "Delayed Listing" policy carries with it the following guidelines:

1. There may be no showings of any kind until such time as the date established as the "PUBLIC SHOWING START DATE" has been met. For the purpose of the Public Showing Start Date Policy, the following would qualify as showings: actual showings, open houses, realty tours, agent preview, virtual showings.
2. The "Public Showing Start Date" may be moved to an earlier date, but it must be entered into the MLS within 12 hours of that change.
3. The "Public Showing Start Date" is limited to a date no more than 60 days in the future, including extensions.
4. The "Public Showing Start Date" can be extended in writing no shorter than 24 hours prior to activation, BUT not to exceed 60 days total.
5. No offers on the property shall be reviewed (or submitted) before the "Public Showing Start Date."
6. Any showing of a property before the "Public Showing Start Date" has been met will be a violation of MLS policy, Clear Cooperation Policy, and NAR REALTOR Code of Ethics. Policy violations may result in fines to Listing Agent and Broker.
7. Delayed listing form must be submitted to the acting Executive Officer.

Delayed listing form to contain language as such:

For reasons identified in the Owner's Remarks, the owner requests that the listing **NOT** be added to the Multiple Listing Service within the 48-hour activation period. Instead, it will have a **DELAYED** start date for showings and MLS activation. This will mean that the property may not be shown, or marketed (including but not limited to signage, and social media) and no offers will be presented or accepted until the public showing start date specified on the required MLS form. *(Adopted 4/21)*

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.

1.5 Withdrawal of Listing Prior to Expiration

Listing 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)*

1.6 Contingencies Applicable to Listings

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

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)*

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.

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 the 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)*

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.

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)

Note: Associations must choose whether the service will accept listings from beyond its service area into the MLS compilation. (Amended 11/17)

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 listing from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients.

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 Principal Brokers 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. *Listings shall switch to Principal Brokers name.* 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 listing in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant *and Principal Broker* should be advised, in writing, of the intended removal so that the expelled participant may advise his clients. (Amended 3/25/20)

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.

2. Selling Procedures

2.0 Showing 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 cooperative broker specific authority to show and/or negotiate direct, 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)*

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)*

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)*

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)*

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. *(Adopted 11/19)*

2.4 Right of Listing Broker in Presentation of Counter-offer

The listing broker or his representative has the right to participate in the presentation of any counter- offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee give written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchasers of lessee's written instructions. *(Adopted 11/93)*

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 72 hours after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 48 hours after occurrence and the listing broker shall report them to the MLS within 48 hours after receiving notice from the cooperating broker. *(Amended 11/11)*

Note 1: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. (Amended 11/01)

Note 2: As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. (Adopted 11/11)

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 canceled.

2.7 Advertising of Listing filed with the Service

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

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.

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 an offer 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).

2.10 Availability of Listed Property

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

3. Refusal to Sell

3.0 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.

4. Prohibitions

4.0 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.

4.1 For Sale Signs

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

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)

4.3 Solicitation of Listing Filed with the Service

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

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

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

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

5. Division of Commissions

5.0 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 listings 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 the 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*)

Note: MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concession (as defined by the MLS unless otherwise defined by state law or regulation). (*Adopted 5/08*)

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

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

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

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

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

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

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

(Adopted 11/05)

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

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)*

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 in the Public Remarks and with a Rider or Signage at the property. *(Amended 3/25/20)*

Section 5.2 Participant as Purchaser

If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant wish to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing broker no later than the time an offer to purchase is submitted to the listing broker. *(Adopted 2/92)*

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)*

6. Service Charges

6.0 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 for each user to ACBoR and separate fees to MLS provider. Note: It is a breach of our terms for multiple users to use the same account. Each user in an office must pay separate fees.

Note: The initial participation fee shall approximate the cost of bringing the service to the individual participant.

Brokers must join as participants before individual agents may be allowed to join.

Full account, with access to list and sell only that members personal listings and not the listings of other agents within Brokerage. This includes team members and Co-Listings. All Team and Co-Listing members must have a separate paying account. See fee schedule for current fees.

Recurring Participation Fee:

The annual participation fee of each participant shall be an amount equal to \$185 times each 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 of the multiple listing service. Fees shall be prorated on a monthly basis.

Note 1: A multiple listing service may elect to have such fees payable on a quarterly or even on a monthly basis. However, added administrative services are necessitated by increased frequency of such payments.

Note 2: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, amend Section 6, recurring participation fee and subscription fees, as necessary to include such individuals in the computation of MLS fees and charges. (Amended 11/17)

The MLS provides 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])

6.1 MLS of Choice Waiver Violation

Fine with No Warning \$500, \$1000, \$2000, Suspension (Plus) Association members who have elected to not be MLS subscribers but are found to be using the MLS by utilizing an active subscriber's login information will be responsible for the full annual fees connected with MLS access. In addition, they will be assessed a fine for use of the MLS while not subscribed. The initial fine will be \$500 and will escalate to \$1000 on the second occurrence and then \$2000 on the third occurrence. If there is a fourth occurrence, then the person found in violation will be subject to another Administrative action of at least a seven-day suspension of MLS access with other possible penalties based on what is allowed by Section 7 and Section 9 of the MLS Rules & Regulations. There will be no reset period for the penalties connected with this policy violation. This also applies to MLS Users who have opted in and have placed listings with other non subscribers' names as contact or who have given other names as contact to subscribing members or who have misled the public about who to contact. (Adopted 4/21)

7. Compliance with Rules

7.0 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:

1. Letter of warning
2. Letter of reprimand
3. 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
4. Appropriate, reasonable fine not to exceed \$15,000.00
5. Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
6. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Adopted 11/07)*

Note 1: A participant can be placed on probation. Probation is not a form of discipline. When a participant is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance *(Revised 05/14)*

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. *(Adopted 11/20)*

7.1 OFFENSES and CORRESPONDING PENALTIES AND FINES

Automatic Penalties (No Notice May Be Given)

Fines to be paid within 30 days – if unpaid, balance is forwarded to the agent's broker (unless offense is with broker) to be paid upon receipt. If left unpaid, within 48 hours of Broker's receipt, agent's access to the MLS will be removed until fines are paid in full.

Late Entry of Listing, (current guidelines of 48 hrs from signing)		\$ 100.00
Late in Sending Opt Out/Exempted)		
Late entry of listing within service area		\$ 100.00
Delayed Listing or Coming Soon documentation to EO		\$ 100.00
Incorrect Status (i.e. A/O or Pending, but not correctly marked)		\$ 100.00
Sharing password and login information		\$1,000.00
Showing Listing in Coming Soon Status	^{1st} offense	\$1,000.00
	^{2nd} offense	\$2,000.00
MLS of Choice Waiver Violation	^{1st} offense	\$ 500.00

See section 6.

2nd offense \$1000.00
3RD offense \$2000.00
Suspension

Courtesy Call Penalties

(violation notice given by MLS to correct within 48 hrs all documentation must be provided to the E.O.)

Falsifying designation of property type, features of property, Details or descriptions of property & after a courtesy call	\$ 100.00
Failure to provide requested documentation within 48 hours & after a courtesy call	\$ 100.00
Failure to make correction to listing- within 48 hours & after a courtesy call	\$ 100.00
Primary Photo not uploaded within 48 hours & after a courtesy call	\$ 100.00
Violation notices—for wording in Public Remarks, Commission, etc. Within 48 hours & after a courtesy call	\$ 25.00
Violation of Clear Cooperation Rules	\$1,000.00

(Adopted 4/1/2020 for new listings, compliance required by 5/1/2020 for pre-existing listings) (Amended 3/25/2020, Amended 4/21)

8. Meetings

8.0 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.

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.

8.2 Conduct of the Meeting

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.

9. Enforcement of Rules or Disputes

9.0 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. *(Amended ~~2/98~~ 5/18)*

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**

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 change of alleged

unethical conduct or request for arbitration, it may be administratively considered and determined by the multiple listing service committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the committee's decision. *(Amended 11/96)*

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

9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the committee to the Professional Standards Administrator of the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. *(Amended 11/88)*

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)*

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)*

10. Confidentiality of MLS Information

10.0 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)*

10.1 MLS Not Responsible for Accuracy of Information

This 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.

10.2 Password Violation. In the event the computer consultant determines a password violation has occurred, they will notify the Board immediately. The Board will then impose the following. *(Amended 3/25/20)*

First Time Violation:	\$1000.00 Penalty
Second Time Violation:	90 days' loss of computer access and all related MLS Services

10.3 Dues Delinquency Notification

Beginning in 2003, those members who have not paid their yearly dues to the board as either Primary, Secondary Members or MLS Participants by January 31 will be given notice that if dues payment is not received within (10) days, or by February 10, that their access to the MLS Service will automatically be terminated. *(Amended 3/25/20, Amended 02/21/23)*

11. 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 another format whatsoever.

11.0 Authorization

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*)

In order to enter a new listing on the MLS, the property type (required field) must be entered. Trailers with no real estate to be added to the Property Type under "Multi-Family". The "additional photos" link located in the comment section of the MLS tear sheet must only connect to photos and information for that particular property, appearing on the listing company's website.

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*)

11.1 SELF PROMOTION/CALL TO ACTION

No company emblem, logo, or company / agent / seller self-promotion (which includes "For Sale / Lease / etc." or Company / Agent / Seller signage) may be shown on or imbedded in any MLS listing, which includes primary or multiple images, virtual tours, or videos in any MLS publication.

No form of agent, broker or seller promotion or any phrases such as:

Call Listing Agent (Seller, Listing Office, Builder, etc)

Call Today (or variation)

Call Now (or variation)

(ACCEPTABLE TERM: Call Your Agent) may appear in any free form input field (e.g., directions, marketing remarks, special financing, etc.) unless the field is specially designed for such input (e.g., agent remarks).

No agent or agency email addresses, web addresses, or phone numbers are permitted to be shared in the MLS Public Description.

Agent owned property shall carry the "AGENT OWNED" rider while listed within and posted on the MLS. (*Amended 3/25/20*)

11.2 MLS Lease

Each participant shall be entitled to lease from the Athens County Board of REALTORS® Incorporated 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 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.

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

12. Use of Copyrighted MLS

12.0 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)*

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.

12.2 Reproduction

Option #1: Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable** number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchaser 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 5/14)*

13. Use of MLS Information

13.0 Limitation on Use of MLS Information

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

However, any print nor 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 association of REALTORS® (alternatively, for the Athens County MLS) for the period (date) through (date). *(Amended 11/93)*

14. Changes in Rules and Regulations

14.0 Changes in Rules and Regulations

Amendments to the rules and regulations of the service shall be by a 2/3 vote of the members of the multiple listing service committee, subject to approval by the board of directors of the association of REALTORS®.

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

15. Arbitration of Disputes

15.0 Athens County Board of REALTORS® is not open to non member participants.

16. Standards of Conduct for MLS Participants

16.0 Athens County Board of REALTORS® is not open to non member participants.

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 eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. *(Amended 11/04)*

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)*

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 listings. *(Amended 5/17)*

18.1 Authorization

Participants' consent for display of their listings by other participants pursuant to these rules and regulations must be established in writing. If a participant withholds consent on a blanket basis to permit the display of that participant's listings, that participant may not download, frame, or display the aggregated MLS data of other participants.*

*Even where participants have given blanket authority to other participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display or other electronic forms of display or distribution. *(Amended 5/17)*

18.2 Participation

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listing by other participants. *(Amended 11/09)*

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)*.

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)*

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)*

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, 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 11/21) M*

18.2.5

Participants must refresh all MLS downloads and displays automatically fed by those downloads no less frequently

than every twelve (12) hours. *(Amended 11/14)*

18.2.6

Except as provided in the IDX policy and these rules, an IDX in 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 5/12)*

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 the purpose of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. *(Amended 5/12)*

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

18.2.8

Any IDX site controlled by a participant or subscriber that

1. 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
2. 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' website. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. *(Adopted 5/12)*

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. *(Adopted 5/12)*

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)*

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)*

18.2.12

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.* *(Amended 5/17)*

*Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. *(Amended 5/17)*

19. Virtual Office Websites (VOWs)

Note: Adoption of Sections 19.0 through 19.13 is mandatory.

19.1 VOW Defined

1. A "Virtual Office Website" (VOW) is participant's Internet website, or a feature of a participant is capable of providing real estate brokerage service to 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.
2. 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.
3. "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.

NOTE: 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.

19.2

1. 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.

2. 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).
3. 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.

19.3

1. Before permitting any consumer to search for or retrieve any MLS listings 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 to the address provided by Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection, 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 username and password. The participant must also assure that any e-mail address is associated with only one username and password.
2. The participant must assure that each Registrant's password expires on a certain date, 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.
3. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
4. 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 the validity of the MLS' copyright in the MLS database
5. The terms of use agreement may not impose a financial obligation of 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.

6. 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.

19.4

A participant's VOW must prominently display an email 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 knowledgeable to inquiries from Registrants about properties within the market area served by that participant and displayed on the VOW.

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.

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.

19.6

1. 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.
2. A participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

Seller Opt-out Form

1. 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

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.

19.7

1. 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.

2. 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.

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, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

19.9

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

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.

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.

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, type of property, cooperative compensation offered by the listing broker, and whether the listing broker is a REALTOR®.

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 to any other applicable MLS rules or policies.

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.

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) instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

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 19.15e. must be omitted.

19.16

Not accepted by the Athens County Board of REALTORS®

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ACBOR SERVICE AREA

1.13 Exhibit A.

