



FLORIDA GULF COAST MULTIPLE LISTING SERVICE, INC. RULES AND REGULATIONS

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Any matter not specifically addressed in these Rules and Regulations shall be governed by the policies and procedures set forth by the National Association of REALTORS® as from time to time amended as well as the Policies and Procedures established by Florida Gulf Coast MLS.

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Part One: Key Definitions

Section 1 Multiple Listing Service (MLS) Defined

A multiple listing service is:

- a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public
- a means of enhancing cooperation among Participants
- a means 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
- a means by which Participants engaging in real estate appraisal contribute to common databases (*Revised 8/24 Part 1 Section 1*)**M**

Section 2 Definition of MLS Participant

Where the term REALTOR® is used in this explanation of policy in connection with the word member or the word Participant, it shall be construed to mean the REALTOR® principal or principals, of this or any other association, or a firm comprised of REALTOR® principals participating in a multiple listing service owned and operated by the board. Participatory rights shall be held by an individual principal broker unless determined by the association or MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are REALTOR® members of this or any other association, or who are legally entitled to participate without association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and cooperate or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. 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.

Any REALTOR® Member of this or any other Board who is a principal, partner, or corporate officer, or branch manager acting on behalf of the principal, without further qualification, except as otherwise stipulated in these governing documents, shall be eligible to participate in the Florida Gulf Coast Multiple Listing Service, Inc. upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.

*However under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate broker's license and cooperate, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. ** Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. (Amended 11/08)

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 Director 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 cooperate or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by an Association Multiple Listing Service is strictly

limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by a 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 cooperates 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, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients, and to cooperate. "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 cooperates with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). 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 cooperate. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business cooperate 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.

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. Additionally, the foregoing does not prohibit association multiple listing services, at their discretion, from categorizing non-principal brokers, sales licensees, licensed and certified appraisers and others affiliated with the MLS members or participants as users or subscribers and, holding such individuals personally subject to the rules and regulations and any other governing provisions of the MLS and to discipline for violations thereof. MLSs may, as a matter of local determination, limit participatory rights to individual principal brokers, or to their firms, and to licensed or certified appraisers, who maintain an office or Internet presence from which they are available to represent real estate sellers, buyers, lessors or lessees or from which they provide appraisal services.

Where the terms subscriber or user are used in connection with a multiple listing service owned or operated by an association of REALTORS®, they refer to non-principal brokers, sales licensees, and licensed and certified real estate appraisers affiliated with an MLS participant and may, as a matter of local option, also include a participant's affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under the direct supervision of an MLS participant or the participant's licensed designee. If such access is available to unlicensed or uncertified individuals, their access is subject to the rules and regulations, the payment of applicable fees and charges (if any), and the limitations and restrictions of state law. None of the foregoing shall diminish the participant's ultimate responsibility for ensuring compliance with the rules and regulations of the MLS by all individuals affiliated with the participant.

Under the Board of Choice policy, MLS participatory rights shall be available to any REALTOR® (principal) or any firm comprised of REALTORS® (principals) irrespective of where they hold primary membership subject only to their agreement to abide by any MLS rules or regulations; agreement to arbitrate disputes with other participants; and payment of any MLS dues, fees, and charges. Participatory rights granted under Board of Choice do not confer voting privileges or eligibility for office as an MLS committee member, officer, or director, except as granted at the discretion of the local board and/or MLS.

The universal access to services component of Board of Choice is to be interpreted as requiring that MLS participatory rights be available to REALTOR® principals, or to firms comprised of REALTOR® principals, irrespective of where primary or secondary membership is held.

The MLS may charge participants and subscribers not holding primary or secondary membership in a Realtor® association that owns the MLS a different amount than charged to members of the association, provided that such charge is reasonably related to the actual costs of serving those members.

None of the foregoing shall be construed as requiring an association to grant MLS participatory rights, under Board of Choice, where such rights have been previously terminated by action of that association's Board of Directors. (*Amended 8/24 Part 1 Section 3*)**M**

Section 2.1 MLS Participation by Brokers Acting as Agents of Potential Purchasers (Policy Statement 7.40)

No association or association MLS may make or maintain a rule which would preclude an individual or firm, otherwise qualified, from participating in an association MLS solely on the basis that the individual or firm functions, to any degree, as the agent of potential purchasers under a contract between the individual (or firm) and the prospective purchaser (client). However, in instances where the Participant is representing the potential purchaser as an agent, the Participant cannot function simultaneously as the subagent of the listing broker without buyer and seller consent or as provided by state law; and must make their true position clearly known to all interested parties at first contact. (*Amended 8/24 Part 2E Section 4*)**M**

Section 2.2 MLS Indoctrination Requirements Relating to Individuals Entitled to Participation without Association Membership (Policy Statement 7.38)

In processing the application of an individual entitled by law to MLS participation without REALTOR® membership, the listing information and services shall be promptly provided upon completion of the following:

1. confirmation applicant has a valid, current, real estate license or certificate
2. applicant's written application and agreement to abide by the MLS rules and regulations
3. applicant's completion of any required MLS orientation on MLS bylaws, MLS rules and regulations, other MLS related policies or procedures, and computer training related to MLS information entry and retrieval within a reasonable time not to exceed thirty (30) days, and
4. payment of all required initial MLS fees or charges

If any examination on the MLS orientation is given, it shall be an open-book, no-pass, no-fail examination for programmed learning purposes only. (*Amended 11/04*)**M**

Section 2.2a Thompson Broker

The Florida Gulf Coast Multiple Listing Service (FGC MLS) operates in compliance with the policies established by the National Association of REALTORS® (NAR) and adheres to the specific Rules & Regulations of the Florida Gulf Coast MLS. All participants are required to follow these Rules and Regulations.

For non-member MLS Participants, also referred to as "Thompson Brokers," the Florida Gulf Coast MLS extends limited participatory rights within its MLS. Non-member MLS Participants may join and obtain limited access to the MLS online system. However, this access does not include voting rights, nor does it confer eligibility to serve on committees, as officers, or as directors within the Florida Gulf Coast MLS or the Royal Palm Coast Realtor Association.

Specific MLS System Limited Access

Non-member MLS Participants have limited access to the on-line Florida Gulf Coast MLS with no access to any function that requires membership in the Royal Palm Coast REALTOR® Association, Florida REALTORS®, or the National Association of REALTORS, including but not limited to:

- Form Simplicity
- MLS Advantage
- Florida REALTORS® members-only website
- Legal Helpline
- Tech Helpline
- REALTORS® Property Resource
- All education at Royal Palm Coast Realtor® Association will be at member pricing

The Royal Palm Coast REALTOR® Association and Florida Gulf Coast MLS reserves the right to amend this list at its sole discretion. (*Adopted 12/24*)

Section 3 Listing Content Defined

“Listing content” as used in the National Association’s multiple listing policies, including the model MLS rules and regulations, 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. (Adopted 5/06 Part 1 Section 4)M

Section 4 Purpose

A multiple listing service is a means 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.

Section 5 Multiple Listing Service Reciprocal Agreements Between Associations, Contract Service for Multiple Listing Service, or Other Association Agreements Concerning the Association Multiple Listing Service (Policy Statement 7.19)

If an agreement is in effect or being considered between associations of REALTORS® or between MLSs for establishment of an MLS cooperative venture of any type, the agreement should be in writing including, but not limited to, the following items:

1. purpose of the agreement
2. geographic territory to be served
3. rights and responsibilities of each association and its members
4. form of governing body
5. method of appointment or election of such governing body
6. responsibilities and accountability of the governing body to the respective associations party to the agreement
7. roles and responsibilities of each association for enforcement of the Code of Ethics and for dispute resolution between MLS participants
8. intent of the multiple listing service(s) to operate in compliance with the multiple listing policies of the National Association
9. terms and procedures for resolving controversies between associations or between the association and the MLS. The agreement should also specify the terms under which the agreement may be terminated
10. rights and responsibilities of recipients of data related to relicensing of data (Amended 11/04 Part 2B Section 3)M

Section 6 MLS Service Areas

The service area of multiple listing services owned and operated by associations of REALTORS® is not limited to the jurisdiction of the parent association(s) of REALTORS®. Rather, associations are encouraged to establish multiple listing services that encompass natural market areas and to periodically reexamine such boundaries to ensure that they encompass the relevant market area. While associations are encouraged to work cooperatively to establish market area multiple listing services, the absence of such an agreement shall not preclude any association from establishing and maintaining a multiple listing service whose service area exceeds that of the parent association(s) jurisdiction. MLSs may not require other offices of a firm to participate in the MLS if any office of that firm participates in that MLS. (Revised 11/17 Part 2B Section 6)M

Part Two: Policies

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 Association of Realtors® taken by Participants shall be entered into the Multiple Listing Service within 5 days after all necessary signatures of the seller(s) have been obtained: (Amended 11/17)

- (a) Single-family home for sale or exchange.

- (b) Vacant lots and acreage for sale or exchange.
- (c) Multiple-family residential buildings for sale or exchange.
- (d) Condominiums for sale or exchange.
- (e) Manufactured Homes and/or Mobile Homes for sale or exchange.
- (f) Commercial and/or business property for sale or exchange.

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

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

The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to Cooperate with 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)*

A listing agreement must be signed by the legal owner of record.

Verbiage is required if this is "Assignment of Contract" This is an Assignment of Contract, which must close on _____(insert date) at _____(insert Closing/ Agent Company).

The different types of listing agreements include:

- (a) Exclusive right to sell
- (b) Exclusive right to sell with Exclusions
- (c) Exclusive Agency
- (d) Exclusive Agency with Exclusions
- (e) Limited Services
- (f) Limited Services with Exclusions

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 Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

The exclusive right to sell listing is the form of listing where the seller exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property.

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

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)

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)

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)

1. Single Family Residential
2. Manufactured Homes
3. Condominium
4. Co-op
5. Villa
6. Townhouse
7. Residential Income
8. Residential Land
9. Boat Dock
10. Commercial/Business/Agricultural Land
11. Residential Rental (incl. Duplex, Triplex, Quadraplex)
12. Improved Commercial/Industrial
13. Business Opportunity
14. Auction Properties*

Section 1.1.a Auction Properties

Auction Properties that may be entered into the MLS database are those properties that meet the following four requirements: (1) the property must be available for sale prior to the Auction at the full gross listing price entered into the MLS Database in the Listing Price Field, which must be the same full gross listing price at which the Seller has agreed to sell the property prior to the Auction and which is stated in the exclusive right to sell or exclusive agency listing contract for which the property is offered for sale prior to the Auction; (2) An entry must be made to the Property Information Section that includes the date, time, and location of the auction whether or not there is a reserve, and buyer premiums; (3) All cooperative broker terms must be listed in the Confidential Remarks.

The Auction properties must state in the first line of the Property Information "This is an Auction."

Section 1.1.b Additional Listing Procedures

A listing cannot be added into the Multiple Listing Service if other ownership requirements or additional purchases are mandated unless fully disclosed and also reflected in the list price. (i.e. boat docks).

Only properties located in the State of Florida can be entered into the Multiple Listing Service. All properties listed in the MLS must be listed through a member Broker.

The listing agreement must include the deeded owner's signature to submit the agreement to the Multiple Listing Service.

The current owner's name must be listed in the MLS.

New construction properties must specify the status of construction. There are three (3) status types available in the MLS:

1. Pre – permit pulled no dirt moved
2. Under – dirt moved no Certificate of Occupancy
3. New – Certificate of Occupancy has been issued – never occupied.

Resale Property is defined as: the deeded owner, not the builder.

To input a listing in the MLS, the property must have a strap number and legal description. If the property is a new construction PUD, or condo consisting of units up to 20 or more, then there is a possibility that the strap has not been assigned and the listing can be entered with disclosure detailing strap to be determined.

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).

Section 1.1.1a Entry of Listings into the MLS Database

Listings to be entered into the MLS Database must comply with the following:

The listing agreement must be in writing and legally enforceable in the State of Florida, which includes the signatures of all parties and a Commencement Date (Effective Date) and a Termination Date (Expiration Date).

The listing cannot be entered into the MLS Database before the Commencement Date (Effective Date) of the listing agreement.

Note 1: The Listing Commencement Date is the Commencement Date (Effective Date) of the listing agreement and may be different from the date the parties sign the listing agreement or the date that the Listing Broker receives the listing agreement. The Listing Commencement Date is determined by the parties to the listing agreement and is the date the contract takes effect.

Note 2: The System Entry Date is the date the listing is entered into the MLS Database, which may be the same as, or later than, the Listing Commencement Date.

If the listing has been previously entered into the MLS Database by another MLS Participating Office, the MLS Participating Office that is currently entering the listing into the MLS Database shall not use Listing Data that is copyrightable (e.g., agent composed remarks, photos, or other images) from the previously entered listing as the source of its Listing Data unless permission is obtained in writing from previous Listing Agent/Broker.

Co-Agency Listings: All co-agency relationships are to be disclosed by entering data from the appropriate item on the Profile Sheet or, if the Profile Sheet has no appropriate item, by entering it into the appropriate remarks section of the MLS Database. One of the Brokers must be an MLS Participant.

Section 1.1.1b Advertising in Remarks

The same rules that govern written information or information in our MLS shall pertain to electronic information. No field that prints out on any client report selectable on the reports page, excluding the auto-populated, LISTING BROKER field, shall identify the listing office, broker, or agent, nor shall any such field contain any listing agent contact information including owner agent. Such fields include but are not limited to, photographs and virtual tours. Companies displaying virtual tours cannot link back or refer to the listing agent. No virtual tour may link back or advertise the company providing the service however, copyright information can be displayed on our site. No Websites, names, phone numbers, the contact information of any kind are allowed in the public remarks or any client report selectable field in the Multiple Listing Service.

When inputting a listing into the Service any verbiage added to the PROPERTY INFORMATION section of the listing should not be agent-sensitive data. (i.e. agent's name or phone number)

The inclusion of a builder's name in the Property Information field of a listing is permitted only if the listing is classified as a resale property, meaning the legal owner on record is not the builder and the property has been previously owned or occupied.

Section 1.1.1c Highest and Best

Highest and Best offer verbiage must go into Property Remarks and must have an ending date for the Highest & Best period. Verbiage must be removed within 24 hours from the Property Remarks after the Highest and Best time has lapsed.

Section 1.1.1d Programming Codes

No Programming Code in Listings: There shall be no programming code, e.g. HTML, Java Script, Active X, etc., in any of the listing information (text, images, or other) entered into the MLS Database.

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.

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.

Section 1.2a Willful misuse

All fields shall be used as intended. Willful misuse of any field will be fineable.

Section 1.2b Language requirements for listings

Listing entry must be submitted in English.

Section 1.2c Disclosure of Additional fees

Any additional fees the seller requires the buyer to pay above and beyond the list price, (such as short sale negotiating fees, transaction fees, auction fees) must be disclosed in the public remarks. *(Adopted 10/11)*

Any additional fees the seller requires the cooperating broker to pay must be disclosed in the Confidential Remarks.

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. assists 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, before initiating efforts to show or sell the property. *(Adopted 5/01)*

Section 1.2.1a Limited-Service codes in MLS

Limited Service Listings must be designated in the MLS by using the code LS under listing type preceded by the type of listing being taken (Exclusive Right or Exclusive Agency) (ER/LS) or (EA/LS).

Section 1.2.1b Broker Disclosure requirements

All listings submitted to MLS must have a Broker Disclosure available to cooperating Brokers containing the following items as a minimum requirement. Said disclosure will be delivered by fax, e-mail, or other hard copy methods upon request by any member of MLS wishing to cooperate with the listing Broker.

- a) Signage on the property with Seller contact Information y/n
- b) Contact Seller for showing y/n
- c) Listing broker will be available on contract presentation y/n
- d) Listing Broker will perform post-contract services y/n

Multiple Listing Services may, as a matter of local discretion, require submission of all legally-required seller disclosure information except where sellers expressly direct that such disclosure documents not be disseminated through MLS. *(Adopted 5/10)*

Section 1.3 Exempted Listings

If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing ("office exclusive") and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing shall be accompanied by a certification signed by the seller 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

Section 1.3a Non Participation

No Member of the Service may advertise any property for sale or lease that is not listed in the MLS in any print or electronic medium, unless they have first provided the Service with a Non-Participation Agreement, signed by the Owner of the property, stating Owner does not wish their property be listed in the MLS. When a property cannot be found in the MLS and is being advertised in other venues (sign, written, or electronic advertisement) the MLS service must be notified in writing. The notification must include the property address and brokerage information along with the date of the inquiry. The MLS reserves the right to request a copy of the listing agreement and any other marketing agreement with the seller to verify whether it's an office exclusive or non-participation listing. *(Amended 08/15)*

All listings must be in the MLS, or brokers must provide documentation via the non-participation agreement that the seller does not wish to have their listing in the MLS. They have one day to comply or be fined per Section 9 Table of Fines. If the fines are not paid Section 7.1(a) applies. A notification will be sent to brokers who are not entering listings in the MLS telling them that they must abide by the MLS rules. *(Amended 06/12)*.

Section 1.3b Office Exclusive Listings (Policy Statement 7.63)

If a seller withholds consent for a listing to be published in an MLS compilation of current listings, such listings shall be filed with the MLS but not disseminated to other participants. As a matter of local discretion, certification may be required from the seller or from the listing broker that the listing is being withheld from the MLS at the direction of the seller. *(Adopted 11/04 Part 2D Section 5)M*

Section 1.4 Change of Status of Listing

Any change in the listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be entered into the MLS Database replaced with the Service within (48) hours.

Section 1.4a Price Change Information

MLSs are not required to track or report price change information other than the most recent increase or decrease in the price of current listings. If such information (either with respect to a current listing or to prior listings of that property) is tracked by an MLS and made available to participants and subscribers, neither it nor any information from which it may be determined shall be classified as confidential nor may participants be prohibited from making such information available to clients and customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other participants' listings as a matter of local option. *(Amended 5/11 Part 2C Section 16)M*

Section 1.4b Days/Time on Market Information (Policy Statement 7.96)

MLSs are not required to track or report days/time on market information (i.e., the length of time a property has been listed for sale pursuant to a current listing agreement or prior listing agreements, whether with the same or different listing brokers or firms). If such information is tracked by an MLS and made available to participants and subscribers, neither it nor any information from which it may be determined (such as the current list date, or prior list and expiration dates) shall be classified as confidential, nor may participants be prohibited from making such information available to clients or customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other participants' listings as a matter of local option. *(Amended 5/11 Part 2C Section 17)M*

Section 1.5 Withdrawal of Listing Before 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 there is a written 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 their 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)*

Section 1.5a Listings that cannot be Shown

Listings not saleable must be withdrawn until the property is saleable. The statement "no showings until further notice" is not acceptable. Listings that cannot be shown must be withdrawn unless the listing can be shown with an accepted contract which must be disclosed in confidential comments. When the listing has limited showing access, restrictions must be disclosed in confidential comments.

Section 1.5b Availability of Listing Property

Listings entered into the MLS under Active status shall be available for showings for the first 48 hours of the listing with the following conditions:

1. Seller may restrict showing times to normal business hours (9 am to 5 pm);
2. If the Listing is tenant-occupied, then showings may be restricted according to the terms of the lease agreement between the parties, including but not limited to the requirement of 24 hours' notice for showings. Any tenant showing restrictions shall be placed in the Confidential Remarks section, and
3. properties with significant health and safety issues are exempt from this requirement and shall be noted in the Confidential Remarks section. Examples of health and safety issues include but are not limited to toxic mold, unsafe conditions due to construction or remediation, condemned properties, and illness of occupants.

If a Property cannot be shown for more than three (3) consecutive days following the initial listing showing period, the Property must be placed into Withdrawn status unless it falls under the exemption under paragraph 2 or 3.

Section 1.5.c Termination of Listing Before Expiration

Listings of property may be terminated from the MLS by the Listing Broker before the expiration date of the listing agreement provided there is a written agreement between the Seller and the Listing Broker which authorizes the termination.

Sellers do not have the unilateral right to require that their listing be terminated in the MLS Database without the Listing Broker's concurrence. However, when the Seller(s) can document that his/her exclusive relationship with the Listing Broker has been terminated, MLS may terminate the listing in the MLS Database and notify the Listing Agent and the Listing Broker of such action.

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.

Section 1.6a Pending Status

Pending Dates entered into the MLS system reflect the date on the contract, not the date that pending status was entered into the system.

Pending Status Listings that are in any Pending Status should not count toward the calculation of DOM/CDOM.

Any Pending Status shall not expire in the MLS.

Section 1.6b Reporting Resolutions of Contingencies

MLS participants shall report that any contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled within twenty-four (24) hours. *(Adopted 11/04 Part 2D Section 14)M*

Section 1.6c Reporting Cancellation of Pending Sales

MLS participants shall promptly report to MLS within 24 hours that a pending sale has been cancelled and the listing, if still in effect, will be reinstated in the MLS compilation. *(Adopted 11/04 Part 2D Section 14)M*

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)*

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.

Section 1.8a Photos

Property identification fields or photos cannot be altered on any listings that are going off-market. Listings shall not be active in the MLS until there is a photo uploaded. One of the photos displayed on an MLS listing must portray the front elevation photo of the listing. This rule applies to all residential improved properties.

Multiple Listing Services may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property do not appear in MLS compilations. *(Adopted 5/10)*

Section 1.8b Disclosure of Virtual Staging

Any virtual staging or digital enhancements on a photo must be disclosed in the public remarks.

Section 1.8.1 Same Listing filed in the MLS Database more than once

When the same listing is in the MLS Database two (2) or more times, whether the status is Active, Pending with Contingencies, Pending, or Withdrawn, MLS will only delete duplicate listings upon receiving written authorization from the Participant or his/her authorized representative to delete the Participant's listing, unless the property is for rent and for sale, in which case it may be listed once in the Residential Rental property class and once in the Residential property class. When the Listing Agent informs MLS which listing should be deleted from the MLS Database, the non-complying listing will be deleted by MLS.

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

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

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 dates specified in the agreement unless before 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)*

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.

Section 1.12 Service Area

Only listings of the designated types of property located within the Service area of the Royal Palm Coast REALTOR® Association are required to be submitted to the Service. Listings of property located outside of the Board's service area, will not be accepted if submitted voluntarily by a participant, but cannot be required by the service. *(Amended 11/17)M*

Section 1.13 Listings of Suspended Participants

When an MLS Participant 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 duties 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. Such listings 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 an Association of Realtors (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to removal of a suspended Participant's listings from the MLS, the suspended Participant shall be advised, in writing, of the intended removal so that the suspended Participant's clients can be advised. *(Adopted 11/04 Part 2D section 10)M*

Section 1.14 Listings of Expelled Participants

When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws Membership Article IV, MLS Bylaws, MLS Rules, and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Before 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's clients can be advised. (Adopted 11/04 Part 2D section 11)M

Section 1.15 Listings of Resigned Participants

When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Before 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's clients can be advised. (Adopted 11/04 Part 2D section 11)M

Section 1.16 Listing Agent

All listings entered into the MLS must be entered showing the name of the agent who took the listing. The Multiple Listing Service prohibits the practice of entering any listings in an office under the Broker/Manager's name unless that person is the listing agent who obtained the listing(s). Non-participants may not enter their listings into the MLS under a participating agent's name. Failure to comply with this Section may result in loss of MLS privileges and/or fines.

Section 1.17 Property Addresses

Residential listings filed with the MLS must include a property address where one exists at the time the listing is filed. If a property address is unavailable, then the parcel identification number must be submitted at the time the listing is filed. If no address or parcel identification number is available at the time the listing is filed, the listing must, at a minimum, contain a legal description of the property sufficient to describe the location of the property. This information shall be available to participants and subscribers at the time of filing. (Adopted 5/21 Part 2D Section 20)M

Section 1.18 Links in Confidential Comments

A participant or subscriber may include a URL in the Confidential Comments. The URL itself cannot include words that indicate compensation, commission or payment of services, or in any way violate the NAR lawsuit settlement. The embedded URL cannot with a single click on the MLS listing, would immediately display an offer of compensation.

MLS may allow links or other information that allows brokers to contact each other. However, this may not be used to circumvent the prohibitions of (a) making offers of compensation on an MLS to cooperating brokers or other buyer representatives (either directly or through buyers) or (b) disclosing on an MLS broker compensation or total brokerage compensation (i.e., the combined compensation to both listing brokers and cooperating brokers) or any website that is for recruiting. For example, an MLS may not allow MLS listings to have an embedded link to a website which, with a single click on the MLS listing, would immediately display an offer of compensation.

Section 1.19 Protection Clauses in Association MLS Standard Listing Contracts

Any broker protection clause which is contained in a standard listing form established and recommended by a multiple listing service for the use of MLS participants shall not contain any specific time period therein, but shall contain a blank space to indicate that the time period of such protection period is negotiable between the property owner and the listing broker. (Part 2D Section 17)M

Section 1.20 Open Houses

Any facility offered by the multiple listing service for the physical viewing of properties listed and filed with the multiple listing service, including MLS caravans and MLS open houses, must be made available to all participants in the multiple listing service. Nothing herein shall require an owner to use any particular facility for the viewing of his property, including but not limited to caravans and open houses. (Part 2E Section 14)M

Section 1.21 Ownership of Listing and Listing Content

The listing broker owns the listing agreement. Prior to submitting a listing to the MLS, the listing broker should own, or

have the authority to license 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. (Amended 5/16) Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants' consent. Such consent cannot be required as a condition of obtaining or maintaining MLS participatory rights. MLSs may presume such consent 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. Participants 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 except that MLSs may require participants to grant the licenses necessary for storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. MLSs may also require participants to warrant that they have the rights in submitted information necessary to grant these rights to MLS. (Amended 5/16 Part 2E Section 15)**M**

To transfer a listing to another broker within the Florida Gulf Coast Multiple Listing Service, the "Listing Transfer Request Form" must be completed and signed by the original listing office broker, the new listing office broker, and the seller(s). (2/25)

Section 1.22 Delayed Marketing

Delayed Marketing is an exempt listing where the seller has directed the listing broker in writing to delay the public marketing of that listing through IDX and syndication for 7 days as allowed by the local MLS in its sole discretion. A delayed marketing listing shall be filed with the MLS and does not preclude the listing firm from marketing the listing in a manner consistent with their seller's choice.

Selling Procedures

Section 2 Showings and Negotiations

As established in Official Interpretation No. 10 of the National Association's Bylaws, rules giving cooperating brokers the right to negotiate directly with an exclusively-represented seller are an inequitable limitation on REALTORS®. Appointments for showings and negotiations with the sellers for the purchase of listed property filed with the Multiple Listing Service compilations shall be conducted through the listing broker, except:

- a) Where the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- b) After reasonable effort, a cooperating broker cannot contact the listing broker or the listing broker's representative; however, listing brokers, at their discretion, may preclude any direct contact or negotiations by cooperating brokers. (Amended 11/04 Part 2E Section 8))**M**

Section 2.1 Presentation of Offers

Consistent with Standard of Practice 1-6, MLSs may require that listing brokers make arrangements for prompt presentation of offers and, where offers cannot be presented promptly, that listing brokers explain to cooperating brokers why offers they procured could not be presented. (Adopted 11/04 Part 2E Section 7)**M**

Section 2.2 Submission of Written Offers and Counter 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 before acceptance of the subsequent offer.

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

Section 2.2.a Seller Concessions

If there are Seller Concessions involved in a Transaction, the Listing Agent must record the amount of the concession in the appropriate fields.

Section 2.3 Right of Cooperating Broker in Presentation of Offer

The cooperating participants or their representative have the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. They do 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 a seller or lessor gives written instructions to a listing broker that cooperating brokers may not present when offers they produce are presented, the cooperating broker have the right to a copy of those instructions. This policy is not intended to affect listing broker's right to control the establishment of appointments for such presentations of offers.

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, 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 Part 2E Section 9)M

Section 2.4 Right of Listing Broker in Presentation of Counter-Offer

The listing participants or their representative have the right to participate in the presentation of any counter-offer made by the seller or lessor. They do not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker may not present when a counter-offer is presented, the listing broker has the right to a copy of those instructions. (Adopted 11/04 Part 2E Section 10)M

Section 2.5 Reporting Sales to the Service

Status changes including final closing of sales and sale prices shall be reported to the Multiple Listing Service by the listing broker within 3 Business Days 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 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.

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 before the 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: Florida is currently a disclosure state. In disclosure states, if the sale price of listed property is recorded, the reporting of the sale price may be required by the MLS.

Categorizes sale price information as confidential and limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below. MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/11 Part 2E Section 1)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 within 24 hours to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately. M

Refusal to Sell

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 all Participants.

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 written consent of the listing broker.

Section 4.1 "For Sale" Signs

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

Section 4.2 "Sold" Signs

Before 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)*

Section 4.3 Solicitation of Listing Filed with the Service

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

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, before the expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

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

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

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

Section 4.4 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 can 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)*

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 11/21)*

No Compensation Offers In The MLS

Section 5.1 Compensation Notice

1. A broker's compensation and fees for services are not set by law and are fully negotiable.
2. A broker's compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.
3. The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker.

MLS Participants and Subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. (Adopted 8/24 Part 2D Section 21)**M**

MLS Participants and Subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to clients, unless the Participant or Subscriber will receive no financial compensation from any source for those services.

The MLS must not accept listings containing an offer of compensation in the MLS to other MLS Participants and Subscribers. Further, the MLS may not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator's website for such purpose) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data and data feeds.

The multiple listing service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in the listing contract, and the multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

Section 5.2 Disclosure of Compensation: MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay.

Section 5.3 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.

Section 5.4 No Compensation Specified on MLS Listings

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data and data feeds.

Note 1: The Association Multiple Listing Service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in the listing contract, and the Multiple Listing Service shall not publish the total negotiated commission, on a listing, which has been submitted to the MLS by a Participant. The Multiple Listing Service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

Note 2: The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

Note 3: (See Section 1 Listing Procedures) Multiple listing services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local

discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale.

Section 5.5 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 05/09)*

Section 5.6 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 in the Confidential Comments Section and/or the Special Info Section when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

Section 5.7 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 no later than the time an offer to purchase is submitted to the listing broker. *(Adopted 2/92)*

Service Charges

Section 6 Service Fees and Charges

The following services 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 following the current fee schedule to accompany the application. (Participation Applicant is the designated Broker)
(The amount charged is according to the current fee schedule)

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

Recurring Participation Fee: The annual participation fee of each participant shall be a recurring participation fee 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 every month.

However, MLSs must 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, 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 Finance Section 1)M*

Participation fees shall be payable annually in advance on or before December 31 for the following year. Participation Fees received after the stated due date will be assessed a late fee according to the current fee schedule. Failure to pay the late fee is considered a non-payment of financial obligations.

Notice will be given to the Broker of action taken. If the Participant does not pay the outstanding invoice, the Broker must collect and pay the fee to the MLS or the service will be terminated.

Section 6.1 Assessment of MLS Fees, Dues, and Charges (Policy Statement 7.45)

All MLS fees, dues, and charges, including, but not limited to, initial participation fees, recurring participation fees, listing origination fees, subscription fees, etc., may be assessed to MLS participants or to individual users or subscribers. This does not preclude an MLS participant from being reimbursed by affiliated licensees for fees or charges incurred on their behalf pursuant to any in-house agreement that may exist. If direct billing of subscribers is utilized, the ultimate responsibility for delinquent dues, fees, and charges is that of the participant, unless an MLS, by adoption of appropriate rules or bylaws, makes subscribers exclusively responsible for such financial obligations. *(Amended 2/95 Finance Section 2)M*

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 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*)

Note 1: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated 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*)

Section 7.1 Compliance of Rules

The following action may be taken for noncompliance with the rules: (see table of fines)

(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.

(b) For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

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

Section 7.2 Applicability of Rules to Users and/or Subscribers

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

Section 7.2a Sharing of Passwords and Login Credentials

The sharing of passwords or unauthorized disclosure of login credentials is strictly prohibited and subject to penalties that can include but are not limited to account suspension or levy of MLS fines for account sharing.

Section 7.3 Effective Date of Changes in Multiple Listing Policy (Policy Statement 7.51)

To ensure consistent, uniform understanding of and compliance with the multiple listing policies of the National Association, all changes incorporated into the National Association's Handbook on Multiple Listing Policy become effective January 1 of the year following their approval by the Board of Directors of the NATIONAL ASSOCIATION OF REALTORS®. Unless specifically provided otherwise by the National Association's Board of Directors, associations

and multiple listing services shall have sixty (60) days from the effective date of new or amended policies to adopt them locally. (*Amended 05/15 Part 2C Section 5*)**M**

Section 7.4 Fair Housing Policy (Policy Statement 8.1)

Multiple Listing Services are important tools for furthering fair housing because they facilitate the widespread distribution of accurate property information to all consumers. To that end, MLSs must implement a process for identifying potential violations of fair housing laws, advising participants and subscribers to remove or correct potential violations. (*Adopted 11/20 Part 2C Section 20*)**M**

Meetings

Section 8 Meetings

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.

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

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 their failure to do so, by the committee.

Enforcement of Rules or Disputes

Section 9 Consideration of Alleged Violations

The committee shall give consideration to all written complaints having to do with violations of the rules and regulations. 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). 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 unethical conduct or request for arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the directors' decision. (*Amended 11/96*)**M**

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the 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*)**M**

Section 9.2 Complaints of Unethical Conduct

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

Section 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

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 according to Section 8 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 Directors) 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)*

Section 9.4 MLS Rules Violations

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)*

Note: Notwithstanding the limitations established in the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics and Arbitration Manual or in other National Association policy, multiple listing services operated as committees of associations of REALTORS® or as separate, wholly-owned subsidiaries of one or more associations of REALTORS® are authorized to impose financial penalties on participants or subscribers as discipline for violations of MLS rules or other MLS governance provisions not greater than fifteen thousand (\$15,000) dollars. *(Adopted 11/07 Part 2F Section 4)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)*

Section 10.1 The MLS is not responsible for the accuracy of the information contained within it.

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.

Ownership of MLS Compilation and Copyright

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)*

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)

*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.

If an MLS participant submits photographs of any format to the MLS, then the MLS participant is representing that the participant has the right to authorize and is authorizing the MLS to publish the photograph anywhere the MLS data is intended to appear. With becoming a participant the broker indemnifies the MLS in the event of any litigation relating to the reproduction of the photograph by the MLS or other authorized entities. Copying photos for valuation purposes is authorized. Unauthorized copying of photos is a violation subject to fine and removal of pictures.

Note: The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or “safe harbors” from copyright infringement liability

for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of “online service provider” broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display.

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

To qualify for this safe harbor, the OSP must:

- (1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
- (2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- (3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
- (4) Have no actual knowledge of any complained-of infringing activity.
- (5) Not being aware of facts or circumstances from which complained-of infringing activity is apparent.
- (6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512. (Adopted 11/15)

Section 11.1 All rights, titles, and interests in each copy of every Multiple Listing compilation created and copyrighted by the Florida Gulf Coast Multiple Listing Service, Inc. and in the copyrights therein, shall at all times remain vested in the Florida Gulf Coast Multiple Listing Service, Inc.

Section 11.2 Display

Each participant shall be entitled to lease from the Florida Gulf Coast Multiple Listing Service Inc. several 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 of the rental fee set by the association. *

*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.

Participants shall acquire by such lease only the right to use the MLS compilation following these rules.

Use of Copyrighted MLS Compilations

Section 12 Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation 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 according 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 a Board Multiple Listing Service where access to such information is prohibited by law. *(Amended 4/92)*

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.

Section 12.2 Reproduction

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

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

Reproductions made following 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 is authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on a particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. may not used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. *(Amended 05/14)*

*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.

Section 12.3 Nature of the Standard of Multiple Listing Service Mark

The NATIONAL ASSOCIATION OF REALTORS® has approved a standard multiple listing service logo (the “Logo”) for use by authorized chartered associations of REALTORS®, members of such associations, and multiple listing services solely owned by such association(s) pursuant to the terms set forth herein, and as further described in the Membership Marks Manual. Downloadable files and additional information about the Logo may be found on nar.realtor. (Amended 11/20 Law Section 3)M

Section 12.4 Special Notes Concerning the Standard Multiple Listing Service Logo and the

National Association’s REALTOR® Trademarks

The NATIONAL ASSOCIATION OF REALTORS® does not permit any variation of the Logo design. Further, the National Association will not review and does not authorize any multiple listing service insignia to be used with the Logo other than the multiple listing service’s own logo. Further, the National Association’s REALTOR® trademarks may not, in any instance, be used in connection with any multiple listing service not owned and/or controlled solely by an association(s) of REALTORS®. (Amended 11/20)M

Section 12.5 Use of the Standard Multiple Listing Service Logo by Nonmember Participants (Policy Statement 7.13)

The Logo may not be used by non-association members of an MLS, including in any state where law requires that brokers (principals) who are not REALTORS® be admitted to the multiple listing service of an association of REALTORS® or in any association which has voluntarily opened its MLS to nonmember brokers and/or appraisers. Such use would be a misrepresentation and would violate the registration rights in the REALTOR® trademarks of the NATIONAL ASSOCIATION OF REALTORS®, the lawful owner of said collective marks. Where such nonassociation member advertises that they are a member of the multiple listing service of an association of REALTORS®, the multiple listing service may properly require that such participant of the service include in such advertisement that they are not a member of the association of REALTORS®. (Amended 11/20)M

Use of MLS Information

Section 13 Use of MLS Information

Section 13.1 Limitations on Use of MLS Information

Use of information from MLS compilation of current listing information, from the Association’s statistical report, or 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 or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Board or its MLS must clearly demonstrate the time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from the Florida Gulf Coast Multiple Listing Service, Inc. for the period (date) through (date). (Amended 11/93)

Section 13.2 Inclusion of Expired or Withdrawn Listings in an Association’s Comparable Report or Other Report of Statistical Information

Any information concerning expired or withdrawn listings included in an association’s comparable report or other report of statistical information shall be clearly indicated as expired or withdrawn so that the users of such information will be aware of the actual status of such listings. (Part 2E Section 3)M

Section 13.3 Factual Data Submitted by Appraisers

Association multiple listing services should encourage appraiser-participants to contribute factual data related to properties sold and closed which are not otherwise reported through MLS when the submission of such data is not in violation of the appraiser/client relationship. (Adopted 2/91 Part 2C Section 6)M

Section 13.4 Section 2 Use of MLS Information in Advertising and Other Public Representations

Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable reports may be used by MLS participants as the basis for aggregated demonstrations of market share or for comparisons of firms in public mass-media advertising and other public representations. MLSs may, as a matter of local determination, prohibit advertising or representations about specific properties which are listed with other

participants or which were sold by other participants (as either listing or cooperating broker). Any print or non-print form of advertising or other public representation based in whole or in part on information supplied by the MLS must clearly disclose the source of the information and the period of time over which such claims are based. (Adopted 11/04 Part 2E Section 2)M

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 Multiple Listing Service Board of Directors of the Association of REALTORS® (shareholder). (Adopted 11/04 Part 2C Section 9)M

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 as 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 Board's territorial jurisdiction, they shall arbitrate according 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 following the procedures of the Florida Realtors®. (Amended 11/97)

Interboard Arbitration Procedures: Arbitration shall be conducted following any existing inter-board agreement or following 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)

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. (Amended 11/98)

Standards of Conduct for MLS Participants

Section 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)

Section 16.2

Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without the consent of the seller/landlord; and shall be removed from the property within 7 days of the closing on a sale or the execution of a lease.

Section 16.3

MLS Participants shall not solicit any listings 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 another form of a 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 may take a listing to become effective upon the expiration of any existing exclusive listing.

Section 16.4

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 may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. *(Amended 1/98)*

Section 16.5

MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or 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 the listing brokers. *(Amended 11/01)*

Section 16.6

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)*

Section 16.7

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 01/04)*

Section 16.8

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)*

Section 16.9

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 may enter into an agreement which becomes effective upon the expiration of any existing exclusive agreement. *(Amended 1/98)*

Section 16.10

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 a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this standard. *(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 another 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.

Section 16.11

MLS Participants, before 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 01/04)*

Section 16.12

MLS Participants, acting as buyer or tenant, representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written disclosure of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. *(Amended 01/04)*

Section 16.13

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.

Section 16.14

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.

Section 16.15

MLS Participants are not precluded from contacting the client of another broker to offer to provide or enter 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 01/04)*

Section 16.16

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 the client initiates such dealings. *(Amended 1/04)*

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to 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. *(Amended 1/04)*

Section 16.17

Participants, users, and subscribers, before 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 the assignability of exclusive agreements. *(Adopted 1/98, Amended 01/10)*

Section 16.18

MLS Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

Section 16.19

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)*

Section 16.20

MLS participants shall present a true picture in their advertising and representations to the public, including 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 content in any way that produces a deceptive or misleading result; or
- c. deceptively uses meta tags, keywords, or other devices/methods to direct, drive, or divert Internet traffic.
- d. present content developed by others without either attribution or permission; or
- e. otherwise mislead consumers, including the use of misleading images. *(Amended 01/18)*

Section 16.21 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)

Section 16.22 Meetings

The meetings of the participants in the service or the Board of Directors of the Multiple Listing Service for the transaction of business of the service shall be held following the provisions of Article 7, Bylaws of the Service.

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 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 allowed to complete any mandated orientation and additional training remotely. (Adopted 11/17)

Section 17.1 Orientation and Other Training (Policy Statement 7.92)

Multiple listing services may, as a matter of local discretion, require applicants for MLS participation and licensees (including licensed or certified appraisers) affiliated with an MLS participant who have access to and use of MLS-generated information to complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations, computer training related to MLS information entry and retrieval, and the operation of the MLS within thirty (30) days after access has been provided. Participants and subscribers may also be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any (12) twelve 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 Part 2C Section 13)M

Section 17.2 Mandatory Orientation

It will be mandatory for all new members to attend MLS Orientation offered by this Multiple Listing Service within 60 calendar days in person or within 30 calendar days online of their joined date.

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 05/17)

Section 18.1 Authorization

Participants' consent for display of their listings by other Participants according 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 who consent to the display of their listings by other participants.

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)*

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)*

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where sellers have directed their listing brokers 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 forms of electronic display or distribution. *(Amended 5/17)*

Section 18.2.4

Participants may select the listings they chose display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price 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 sites must be independently made by each Participant. *(Amended 05/17)*

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads not less frequently than every twelve (12) hours. *(Amended 11/14)*

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)*

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)*

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 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. *(Amended 05/12)*

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)*

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 can execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.

(Adopted 11/14)

Section 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)*

Section 18.2.12

All listings 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 11/21)*

Section 18.3 Display

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

Section 18.3.1

Listings displayed according 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, property security information, etc.) may not be displayed. *(Amended 05/12)*

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 18.3.4

All listings displayed according 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 websites subject to their Participant's consent and control and the requirements of state law and/or regulation.

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, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require the 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 one hundred (500) listings or five 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 according to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS.IDX Policy amended by NAR.

Section 18.3.12

Display of expired, withdrawn, terminated, and sold listings* is prohibited. *(Amended 11/14)*

*Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. *(Adopted 11/14)*

Section 18.3.13

Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and email 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

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. *(Amended 05/12)*

Section 18.3.16

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

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 18.5 Real Estate Transaction Standards (RETS) and RESO Standards (Policy Statement 7.90)

The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provide a vendor neutral, secure approach to exchanging listing information between the broker and the MLS. In order to ensure that the goal of maintaining an orderly marketplace is maintained, and to further establish REALTOR® information as the trusted data source, MLS organizations owned and operated by associations of REALTORS® will implement the RESO Standards including: the RESO Data Dictionary by January 1, 2016; the RESO Web API by June 30, 2016 and will keep current by implementing new releases of RESO Standards within one (1) year from ratification. Compliance with this requirement can be demonstrated using the Real Estate Standards Organization (RESO) compliance Certification Process. Web API data access provided to participants and subscribers must have no less than the same data available via data access methods such as RETS or FTP systems, and MLS fields that exist in the RESO Data Dictionary must be delivered in conformance with the standard. *(Amended 11/20 Part 2C Section 12)M*

Section 18.6 One Data Source

MLSs must offer a participant a single data feed in accordance with a participant’s licensed authorized uses.

At the request of a participant, MLS must provide the single data feed for that participant’s licensed uses to that participant’s designee. The designee may use the single data feed only to facilitate that participant’s licensed uses on behalf of that participant. *(Amended 11/21 Part 2E Section 19)M*

Virtual Office Websites (VOW)

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.

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

(c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with the VOW Policy.

No AVP has independent participation rights in the MLS under its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with the 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.

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

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.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

(c) Except as otherwise provided in the VOW Policy or these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

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 email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a username 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 username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any email address is associated with only one username and password.

(b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

(c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, 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.

(d) The Participant shall require each Registrant to review, and affirmatively express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:

(i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

(ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

(iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

(iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

(v) That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating a representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW to verify compliance with MLS rules and monitor the display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 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.

Section 19.5

A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

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*)

Section 19.6.

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

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

Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

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

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

Initials of seller

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

Section 19.7

- (a) Subject to subsection (b), a Participant's VOW may allow third parties
- (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

(b) Notwithstanding the foregoing, at the request of a seller, the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller.

Section 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 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 19.9

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

Section 19.10

Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 19.11

A Participant's VOW must display the Participant's privacy policy informing Registrants of all of how information that they provide may be used.

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, type of property, and whether the listing broker is a REALTOR®.

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 all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

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 VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

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

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 of 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 and the listing broker or agent in a readily visible color, in a prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 19.19

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than five hundred current listings and not more than 50% sold listings in response to any inquiry.

Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

Broker Back Office Feed

Section 20 Broker Back Office Feed

That participants are entitled to use, and MLSs must provide to participants, the BBO Data, for BBO Use subject to the Terms below:

"BBO Data" means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing participant), and (ii) fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office Feed.

"BBO Use" means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes:

- Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant.
- Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law.
- Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant.
- Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.

BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a

participant, MLS must provide BBO Data to that participant's designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

There is no option for participants to opt-out their listings from the Brokerage Back Office Feed Use as defined.

"Terms" mean the following:

- MLSs may impose reasonable licensing provisions and fees related to participant's license to use Brokerage Back Office Feed Data. MLSs may require the participant's designee to sign the same or a separate and different license agreement from what is signed by the participant. Such provisions in a license agreement may include those typical to the MLS's data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
- Use of roster information may be limited by the MLS participation agreement and license agreements.
- Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.
- MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that "Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants' consent." (Adopted 11/21 Part 2E Section 20)M

Supra Key

Section 21. Supra Keys – Security of Equipment

It is necessary to maintain the security of each Key and Personal Identification Number (PIN) of each Key to prevent the use of the Key by unauthorized persons. Each party in possession of a Key, whether such Key is being actively used or not, shall abide by the following conditions:

- a. Keep the Supra Key in such party's possession or a safe place at all times;
- b. Not to allow the PIN for the Supra Key to be displayed on or attached to the Supra Key for any purpose whatsoever or to be disclosed to any third party;
- c. Not to lend the Supra Key to any other person or entity, or permit any other person or entity to use the Supra Key for any purpose whatsoever, whether or not such other person or entity is a real estate broker or salesperson;
- d. Not to duplicate OR remove the Key to the property or allow any other person to do so;
- e. Not to assign, transfer, or pledge the Supra Key;
- f. Not to destroy, alter, modify, disassemble or tamper with the Supra Key, or property Key or knowingly or unknowingly allow anyone else to do so;
- g. To notify the ADMINISTRATOR immediately in writing, and any event within 48 hours, of a loss or theft of the Supra Key, or any Lockboxes, and of all circumstances surrounding such theft;
- h. Complete and deliver to the ADMINISTRATOR a stolen Supra Key affidavit before and as a condition of the issuance of a replacement Supra Key;
- i. Follow all additional security procedures as specified, and;
- j. Safeguard the code for each Lockbox from all other individuals and entities, whether or not they are authorized users of the Service.
- k. A Supra Key holder may not use the Supra Key to access an Electronic Lockbox without first calling the listing office to ascertain the availability of the property, schedule a showing, and obtain specific showing instruction from the listing office unless instructed otherwise in writing by the listing broker. An appointment must be made whether the property is occupied or not. NOTE: One appointment grants you one entry. If you return to the property, you must have another appointment.
- l. A fine of up to \$15,000.00 can be imposed and/or suspension of the key.

Inclusion of Exclusive Agency Listings in MLS Compilations and Databases

Section 22 Inclusion of Exclusive Agency Listings in MLS Compilations and Databases (Policy Statement 7.41)

Multiple listing services shall not establish or maintain any rule or policy prohibiting inclusion of exclusive agency listings that would be otherwise acceptable for inclusion in the compilation of current listing information.

Explanation: This policy shall not be construed as requiring Participants to accept exclusive agency listings if they determine acceptance is not in their best interest or the best interest of clients or customers. However, this policy does preclude collective agreements between Participants affiliated with different firms or others to refuse to accept exclusive

agency listings. This policy contemplates multiple listing services will clearly distinguish between exclusive right-to-sell and exclusive agency listings in multiple listing compilations and databases to prevent confusion about the rights and obligations of brokers who cooperate in the sale of such listings. (*Amended 8/24 Part 2C Section 4*)**M**

Categorization of MLS Services, Information and Products

Section 23 Categorization of MLS Services, Information, and Products (Policy Statement 7.57)

The services, information, and products that multiple listing services provide to participants and to subscribers affiliated with participants may be categorized as core, as ancillary to the core but included in a basic package of MLS services as determined locally and provided to all MLS participants and subscribers automatically or on a discretionary basis, or as optional and available to participants and subscribers at their discretion. The following will guide MLSs in categorizing their services, information, and products.

Core: Core MLS information, services, and products are essential to the effective functioning of MLS, as defined, and include:

- active listing information
- Add/ Edit functions of the MLS
- Sold and historical data

Core services include the mechanisms (print or electronic or both) by which this information is communicated between participants and the MLS.

Where MLS participation is available to non-member brokers or their firms, either by law or by local decision, the information, services, and products available to such participants may be limited to those categorized as core.

Basic: In addition to core services, an MLS may automatically or on a discretionary basis provide additional information, services, and products substantially related to the purpose and function of MLS such as, but not limited to:

- sold and comparable information
- pending sales information
- expired listings and “off market” information
- tax records
- zoning records/information
- title/abstract information
- mortgage information
- amortization schedules
- mapping capabilities
- statistical information
- public accommodation information (e.g., schools, shopping, churches, transportation, entertainment, recreational facilities, etc.)
- MLS computer training/orientation
- access to affinity programs
- establishment, maintenance, and promotion of public-facing websites

Optional: An MLS may not require a participant to use, participate in, or pay for the following optional information, services, or products:

- lock box equipment including lock boxes (manual or electronic), combination lock boxes, mechanical keys, and electronic programmers or keycards
- advertising or access to advertising (whether print or electronic), including classified advertising, homes-type publications, and electronic compilations, including participant, subscriber, or firm homepages or websites

Notwithstanding the foregoing, where permitted by law*, an MLS may treat Optional information, services, or products as Basic provided that the MLS does not receive an economic benefit from the arrangement as demonstrated by satisfying both of the following conditions:

1. The MLS or its shareholder(s) is not the seller, lessor, or licensor of the information, service, or product (i.e., the information, service, or product is sourced from an independent third party); and
2. The MLS does not make a profit or receive a Commission or rebate based on the sale, lease, or license that exceeds the operational costs of providing the information, service, or product.

While no participant can be required to use, participate in, or pay for information, services, or products defined in this policy statement as optional, an MLS may, as a matter of local determination, bill all participants (or, where appropriate, subscribers) for optional information, services, or products provided that participants (or, where appropriate, subscribers) may decline such information, services, or products and not be charged for them. In such cases, the MLS must make all participants and subscribers aware, in advance, of their right to decline any such service, product, or information.

None of the foregoing precludes an association or MLS from utilizing association or MLS reserves, dues, or fees or special assessments (as otherwise provided for in the association or MLS governing documents) to acquire assets (including hardware and software) necessary to make optional information, services, or products available to participants and subscribers, provided any funds used to acquire assets or initiate services will be reimbursed out of the proceeds realized from the sale or lease of such information, services, or products. Associations of REALTORS® and MLSs may make nominal administrative expenditures out of reserves, dues, or fees to initiate or maintain optional services and products. (Amended 8/24 Part 2C Section 8)M

Section 23.2 Customer Service and Tech Support

The MLS must display customer service and technical support contact information on the MLS website. (Adopted 11/20 Part 2C Section 19)M

Written Buyer Agreements Required

Section 24 Written Buyer Agreements Required (Policy Statement 8.13)

Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a) a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.
- b) the amount of compensation in a manner that is objectively ascertainable and not open-ended.
- c) a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d) a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

Adopted and amended in compliance with mandatory policies established by the National Association of REALTORS® Board of Directors and coverage under the National Association's master professional liability insurance policy.

The Handbook on Multiple Listing Policy and Code of Ethics and Arbitration Manual is available on www.realtor.org the National Association of REALTORS® website.

MLS Antitrust Compliance Policy

Section 25 MLS Antitrust Compliance Policy

The purpose of multiple listing is the orderly correlation and dissemination of listing information to participants so they may better serve the buying and selling public. Boards and associations of REALTORS® and their multiple listing services shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas.

Boards and associations of REALTORS® and their MLSs shall not:

- Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services (Interpretation 14).
- Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
- Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
- Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
- Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
- Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
- Prohibit or discourage participants from taking "office exclusive" listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.

- Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants (Interpretation 10).
- Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
- Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
- Prohibit or discourage participants or subscribers from participating in political activities (Interpretation 15).
- Interfere in or restrict participants in their relationships with their affiliated licensees (Interpretations 16 and 17).

As used in this policy, “rule” includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not. “Multiple listing service” and “MLS” means multiple listing service committees of boards and associations of REALTORS® and separately-incorporated multiple listing services owned by one or more boards or associations of REALTORS®.

These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to agreements entered into by an MLS or board or association of REALTORS® and an agency of government, and to final decrees of courts or administrative agencies.

This policy does not prohibit boards or associations of REALTORS® or their MLSs from adopting rules or policies establishing the legitimate uses of MLS information, from prohibiting unauthorized uses of MLS information, or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.

It is the duty and responsibility of all boards and associations of REALTORS® and MLSs owned by or controlled by boards or associations of REALTORS® to ensure that all bylaws, rules, regulations, and other governance provisions comply with all mandatory multiple listing policies of the NATIONAL ASSOCIATION OF REALTORS®. Boards and associations of REALTORS® failing to conform with these policies will be required to show cause why their charters should not be revoked.

The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the NATIONAL ASSOCIATION OF REALTORS®. (*Amended 11/04 Part 2A*)**M**

Commercial

Section 26.1 Information Related to Listings of Commercial and Industrial Property (Policy Statement 7.33)

An association or association MLS may also publish a compilation of commercial and industrial properties listed with association or MLS members so that prospective cooperating brokers will have the opportunity to contact the listing broker to learn the terms of any cooperative relationship the listing broker wishes to establish. Such a mechanism is not a multiple listing service. If an association or association MLS provides this type of informational function (commonly referred to as a commercial information exchange or CIE) to its members, it shall not publish either the total Commission negotiated between the listing broker and the seller or any offers of compensation to cooperating brokers. If a relationship is established between the listing broker and a prospective cooperating broker, it is strongly recommended that the terms and conditions be established in writing prior to the time the cooperating broker commences any efforts to produce a prospective purchaser or lessee. None of the foregoing is intended to preclude a CIE from providing, as a matter of local determination, access to information from CIE compilations to affiliate members of associations or to others engaged in recognized fields of real estate practice or in related fields. (*Revised 11/04*)**M**

CIE fees, dues and charges: CIE participants must be given the option of a no-cost waiver for any licensee or licensed or certified appraiser who does not use the service and who can demonstrate subscription to a different CIE or MLS where their principal is a participant. CIEs may, at local discretion, require that broker participants sign a certification for nonuse of the CIE's services by their licensees, which can include penalties and termination of the waiver if violated. (*Amended 08/18 Part 2B Section 5*)**M**

Section 26.2 Section 2 Prerequisites for Participation in or Access to a Commercial/ Industrial Multiple Listing Service of an Association of REALTORS® (Policy Statement 7.26)

An association may require any applicant for commercial information exchange participation or commercial/industrial MLS participation and any licensee affiliated with the CIE or C/I MLS participant who has access to and use of CIE or C/I MLS-generated information to complete an orientation program of no more than twelve (12) classroom hours devoted to the CIE or C/I MLS rules and regulations and computer training related to the CIE or C/I MLS information entry and

retrieval. (*Amended 11/96*)

Note: Associations are not required to establish prerequisites for CIE or C/I MLS participation beyond holding REALTOR® (principal) membership in an association. However, if an association wishes to establish prerequisites for CIE or C/I MLS participation or access to CIE or C/I MLS-generated information, the requirement of attendance at an orientation program is the most rigorous prerequisite that may be required. (*Amended 11/96 Part 2C Section 2*)**M**

Appendix 1

MLS Schedule of Fines for Administrative Sanctions

MLS RULES AND REGULATIONS SECTION	FINE
Section 1 Listing Procedures	
Submitting A listing without written authorization	\$500.00
Listing Agreement not signed by legal owner or owner(s)	\$500.00
Assignment of Contract Verbiage not in confidential remarks	\$100.00
Incorrect Status (s/b Assignment of Contract)	\$100.00
Section 1.01 Clear Cooperation	
1st Offense	\$750.00
2nd Offense	\$1,000.00
3rd Offense	\$1,500.00
Not corrected after 3rd offense - 30 day suspension	
Section 1.1.a Auction Properties	
Auction Property Rule	\$100.00
Section 1.1.b Additional Listing Procedures	
Not including additional ownership requirements in listing	\$250.00
Listing is located outside of the State of Florida	\$750.00
Listing Agreement doesn't include the deeded owner's signature	\$500.00

The current owner's name must be listed in the MLS.	\$100.00
Incorrect Status of Construction Properties	\$100.00
Listing does not include the property address, strap number or legal description from Public Records	\$250.00
Section 1.1.1a	
Copying remarks from previous listing	\$250.00
Listing without a listing agreement	\$500.00
Extending a listing without written authorization by seller	\$500.00
Entry of a listing as new after Withdrawn without a new or amended Listing Contract.	\$500.00
Section 1.1.1b Advertising in Remarks	
Branding In Photos or Remarks (Also Section 18.3.16)	\$100.00
Builders Name in Property Remarks	\$100.00
Section 1.1.1c Highest and Best	
Highest and Best Verbiage	\$100.00
Section 1.2 (1.2d)	
Detail on Listings Filed with the Service (ex: missing HOA Fees when mandatory HOA, Incorrect Address, Invalid Measurements)	\$100.00
Section 1.2a Willful misuse	
Vacant Info in Public Remarks	\$100.00
Open House in Property Remarks	\$100.00
Section 1.2b Language requirements for listings	
Submitting Listing Remarks in another language other than English	\$100.00
Section 1.2c Disclosure of Additional fees	
Not disclosing Additional Fees buyer is required to pay above and beyond the list price in public remarks.	\$750.00

Not disclosing additional fees cooperating broker is required to pay in Confidential Remarks.	\$100.00
Section 1.2.0 Accuracy of Listing Data	
Reporting Inaccurate Data	\$100.00
Refusal to report accurate information or refusal to correct inaccurate information	\$250.00
Section 1.2.1a Limited-Service codes in MLS	
Limited-Service listing not coded correctly preceded by the type of listing being taken	\$100.00
Section 1.3a Non Participation	
Not providing a Non-Participation Agreement	\$250.00
Section 1.4 Change of Status of Listing	
Untimely Status Change	\$100.00
Section 1.5 Withdrawal of Listing Before Expiration	
Submitting a listing as Withdrawn when not withdrawn by written seller authorization	\$500.00
Failure to Withdraw a listing after written permission or instruction received from seller	\$500.00
Section 1.5a Listings that cannot be Shown	
No Showings (Also Section 1.5b)	\$100.00
Section 1.6 Contingencies Applicable to Listings	
Not disclosing contingencies or conditions of any term in remarks.	\$250.00
Section 1.6a Pending Status	
Entering Incorrect Pending Date	\$100.00
Section 1.6b Reporting Resolutions of Contingencies	
Removal of contingency from MLS Listing within 24-hours the contingency has been fulfilled or renewed, or the agreement cancelled	\$100.00
Section 1.7 Listing Price Specified	
Not submitting the correct listing price as specified on the listing agreement	\$250.00
Section 1.8a Photos	

No Front Elevation Photo (residential improved properties)	\$100.00
Altering Listing that is going off market by removing remarks and or removing all photos.	\$750.00
Not using a photo that is an accurate portrayal of the front elevation of the listing property.	\$750.00
Section 1.8b Disclosure of Virtual Staging	
Not disclosing in public remarks the utilization of virtual staging or digital enhancements of the listing	\$250.00
Section 1.8.1 Same Listing filed in the MLS Database more than once	
Duplicate Listing: Entering a Listing when already entered as Active, Pending with contingencies, Pending or Withdrawn Status	\$750.00
Section 1.11 Termination Date on Listings	
Listing Agreement or Modification Agreement does not have a Termination Date	\$750.00
Section 1.17 Property Addresses	
No Property Address (If No Address, provide parcel identification number or legal description)	\$250.00
Section 1.18 Links in Confidential Comments	
URL in Confidential Remarks contains words that indicate Compensation, commission or payment of services, or in any way violation of the NAR lawsuit settlement.	\$1,000.00
An embedded URL cannot with a single click on the MLS listing, immediately display an offer of compensation	\$1,000.00
Section 2 Showings and Negotiations	
Failure to follow showing instructions	\$500.00
Section 2.2.a Seller Concessions	
Not submitting seller concessions when entering Sold Listing Data	\$500.00
Section 2.5 - Updated 5/25	
Pending More than 6 Months	\$100.00
Not Changing Status Within Time Frame	\$100.00
Section 2.8 Reporting Cancellation of Pending Sale	

Not reporting Cancellation of Pending Listing to the MLS immediately.	\$100.00
Section 4.2 "Sold" Signs	
Other than listing broker placing a Sold Sign on property before closing, unless authorized by Listing Broker.	\$250.00
Section 4.3 Solicitation of Listing Filed with the Service	
Solicitation of Listing Filed with the Service while in a Active, Pending or Withdrawn Status	\$750.00
Section 4.5 Services Advertised as "Free"	
Advertising Service as "Free" or available at "no cost" to their clients	\$750.00
Section 5.1 No Commission in MLS	
1st Offense	\$1,000.00
2nd Offense: Required broker to CEO meeting	\$2,500.00
3rd Offense: Required 60 day suspension	UP TO \$15,000
Section 5.5 Short Sales	
Not disclosing potential Short Sale in the MLS with special feature.	\$250.00
Section 5.6 Participant as Principal	
Participant as Principal not disclosed in listing Confidential Comments Section and/or the Special Info Section.	\$500.00
Section 5.7 Participant as Purchaser	
Participant as Purchaser not disclosed to listing Broker no later than the time an offer to purchase is submitted to the listing broker.	\$500.00
Section 7.2a Sharing of Passwords and Login Credentials	
Sharing of Credentials	\$750.00
Section 11	
Use of photographs of a listing without permission	\$750.00
Section 16.12	
Disclosure of Owner / Agent	\$250.00
Section 16.2	

Remove Lockbox / Sign Within Seven Days of Closing	\$100.00
Section 16.20	
Mislead consumers in the their listing public remarks, images and/or data in a manner that may produce a deceptive or misleading result.	\$750.00
Section 21	
Entering a property and utilizing a lock box without permission	\$750.00
Section 23 - No Written Buyer Agreement	
1st Offense	\$500.00
2nd Offense: Required Broker to CEO Meeting	\$1,000.00
3rd Offense: Required 60 day suspension	UP TO \$15,000

Note 1: Refusal to report accurate information and / or to correct inaccurate information will result in correction of data by provider and result in an automatic \$250 correction fee.

Note 2: The fine and fee period is considered the prior 12 months.

Note 3: All Violations will be sent to the subscriber/participant via Data Checker. All further notifications will be sent from MLS staff. All notifications, including bills, will be sent to both the agent/subscriber and broker/participant.

Note 4: If an agent/subscriber fails to make payment by payment due date, the broker/participant will be held responsible for the payment to be made withing 3 days after payment due date. Failure of broker to make said payment may result in service interruption.

Note 5: Multiple offenses of the same violation

- Second offense – two times original fine
- Third offense - three times original fine and attend online compliance class within 30 days
- Fourth Offense –14 day suspension from MLS