Definition of MLS Participant

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1. **Definition of MLS Participant**

Any REALTOR® Member of this or any other Board who is a principal, partner, 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 offer or accept compensation and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. **Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey “participation” or “membership” or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. (Amended 11/08)**

A nonmember applicant for MLS participation who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to the Membership Committee that he/she has no record of recent or pending bankruptcy; has no record of official sanctions involving unprofessional conduct; agrees to complete a course of instruction (if any) covering the MLS rules and regulations and computer training related to MLS information entry and retrieval, and shall pass such reasonable and non-discriminatory written examination thereon as may be required by the MLS; and shall agree that if elected as a Participant, he/she will abide by such rules and regulations and pay the MLS fees and dues, including the nonmember differential (if any), as from time to time established. Under no circumstances is any individual or firm entitled to MLS participation or membership unless they hold a current, valid real estate broker's license and offer or accept compensation and from other Participants, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by 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 offers or accepts cooperation and compensation means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. “Actively” means on a continual and ongoing basis during the operation of the participant’s real estate business. The “actively” requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law. (Adopted 11/08)

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

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. (Amended 5/19)

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.

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, located within the territorial jurisdiction of the Association of Realtors® taken by Participants shall be entered into the Multiple Listing Service within 48 hours after all necessary signatures of seller(s) have been obtained: (Amended 11/91)

- (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 offer
compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents, or
both. (Amended 11/96)

The listing agreement must include the seller’s written authorization to submit the agreement to the Multiple
Listing Service. (Amended 11/96)

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

Current owner name must be listed in the MLS.

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 is such
as to usually not include the authority to cooperate and compensate other brokers and inherently provides a
disincentive for cooperation. (Amended 4/92)

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

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

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.

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*

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 Confidential Information Section that includes the date, time, and location of the auction and whether or not there is a reserve; (3) There must be an offer of compensation to cooperating Brokers, and if the sale of the property occurs at Auction, those different offers must clearly be stated in the appropriate fields; and (4) Entries in the Property Information Section stating that the property is an Auction Property is permitted; however, details regarding the Auction are prohibited from being entered into the MLS Database.

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

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.

New construction properties must specify 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.

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).

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 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: In the event that multiple Brokers join to have a mutual single agreement with one Seller to promote the sale of a property, one of the Brokers shall enter the listing into the MLS and that same Broker will be responsible for the terms regarding compensation. 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 1.1.1a. 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. Furthermore, no field that prints out on any client report selectable on the reports page shall contain anything pertaining to agent’s compensation. 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, contact information of any kind are allowed in the public remarks or any client report selectable field in the Multiple Listing Service.

Section 1.1.1b. It will be mandatory for all new members to attend MLS Orientation (3 Hours) offered by this Multiple Listing Service within 60 days in person, or within 30 days online of their joined date.

Section 1.1.1c. No Programming Code in Listings: There shall be no programming code, e.g. HTML, JavaScript, Active X, etc., in any of the listing information (text, images, or other) entered into the MLS Database.

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. 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)

Section 1.2b. 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).

Section 1.2c. Highest and Best verbiage must go into Property Remarks and must have an ending date for the Highest & Best period. Verbiage must be removed from Property Remarks after the Highest and Best time period has lapsed.
Section 1.2d. All fields shall be used as intended. Willful misuse of any field will be fineable.

Section 1.2e. Listing entry must be submitted in English. The translated document can be added to the MLS through the vendor as an attachment. All foreign translations must be accurate.

Section 1.2f. Any additional fees the seller requires the buyer to pay above and beyond the list price, (such as short sale negotiating fees, transaction fees) must be disclosed in the public remarks. (Adopted 10/11)

Section 1.2.1. Procedures for Limited Service Listings:

Limited Service Listings will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers’ clients, prior to initiating efforts to show or sell the property. (Adopted 5/01)

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).

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

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 method upon request by any member of MLS wishing to cooperate with the listing Broker.

a. Signage on the property with Seller contact information

b. Contact Seller for showing

c. Listing Broker will be available on contract presentation

d. Listing Broker will perform post contract services.

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 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. 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 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)

Section 1.3b. 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 3 days to comply, or be fined $500 per listing. 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 1.4. Change of Status of Listing: Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be entered into the MLS Database replaced with the Service within forty-eight (48) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker.

Section 1.5. Withdrawal of Listing Prior to Expiration: Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement provided there is a written agreement between the seller and the listing broker which authorizes the withdrawal. NOTE: The listing will expire on its expiration date; the listing does not remain in a withdrawn status.

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

Listings not saleable must be withdrawn until property is saleable. The statement “no showings until further notice” is not acceptable. Listings which 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 (Adopted 11/96)

Section 1.5.a. Termination of Listing prior to 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 Dates entered into the MLS system reflect the date on contract not the date that pending status was entered into the system.

Section 1.6b. Pending Status Listings that are in any Pending Status should not count toward the calculation of DOM/CDOM.

Section 1.6d Any Pending Status shall not expire in the MLS

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.

Section1.8. 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.

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.

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 is applicable 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 not appear in MLS compilations. Adopted 5/10)
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: Further, 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 prior to that date the MLS receives notice that the listing has been extended or renewed.

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.

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 Board of REALTORS® are required to be submitted to the Service. Property Listings located outside of the Board’s service area, will be accepted if submitted voluntarily by a Participant but cannot be required by the Service. (Amended 11/17)

Section 1.13. Listings of Suspended Participants: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant’s option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the 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 MLS Service is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

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. Prior to any removal of an expelled Participant’s listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.
Section 1.15. Listings of Resigned Participants:  When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his clients.

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 actually 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.

Section 2. Selling Procedures

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

(a) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or

(b) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (Amended 4/92)

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 2.1. Presentation of Offers:  The listing broker must make arrangements to present the offer as soon as possible, but no later than 24 hours, or give the cooperating broker a satisfactory reason for not doing so. (Amended 4/92)

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 prior to acceptance of the subsequent offer. (Approved 11/87)

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

Section 2.2.a. If there are Seller Concessions involved in a Transaction, the Listing Agent must record the amount of the concession in the appropriate field.

Section 2.3. Right of Cooperating Broker in Presentation of Offer:  The cooperating broker or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He/She does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 4/92)

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Adopted 11/19)
Section 2.4. Right of Listing Broker in Presentation of Counter-Offer: The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessee. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93)

Section 2.5. Reporting Sales to the Service: The definition of "Closed Sale" is when the transaction has been funded. 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 occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker. (Amended 11/08)

The status of a Short Sale listing, requiring third party approval, is to be changed from "Active" to "Pending with Contingency", Contingency Type "Third Party Approval" within twenty-four (24) hours of the time the contract was signed by the Buyer or the Seller, whichever was later. This applies to all property types.

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

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

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

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

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

Section 2.6. Reporting Resolutions of Contingencies: The listing broker shall report to the Multiple Listing Service within twenty-four (24) hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement canceled.

Section 2.7. Advertising of Listing Filed with the Service: A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

Section 2.8. Reporting Cancellation of Pending Sale: The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale, and the listing shall be reinstated immediately.
Section 2.9. Disclosing the Existence of Offers
Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller’s approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.
(Amended 11/08)

Section 2.10. Availability of Listed Property
Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

Section 3. Refusal to Sell
If the seller of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

Section 4. Prohibitions

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, however, MLS shall make no rule prohibiting the Seller from placing a sign on the property. (Amended 11/89)

Section 4.2. "Sold" Signs: Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/96)

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.

Section 4.4. Use of the Terms MLS and Multiple Listing Service
No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. (Adopted 11/07)

Note 1: This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with the Service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

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

This Section 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.

Division of Commissions

Section 5. Compensation Specified on Each Listing
The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker’s performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker’s obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 11/98)

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

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

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

**Note 1:** The Association Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the Association Multiple Listing Service shall not publish the total negotiated commission, on a listing, which has been submitted to the MLS by a Participant. The Association Multiple Listing Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

*The compensation specified on listings filed with the Multiple Listing Service shall be expressed as a percentage of the gross sales price or as a definite dollar amount. Multiple listing services may, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation). The essential and appropriate requirement by an Association Multiple Listing Service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount (Amended 5/10)

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

**Note 3:** The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.
Note 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Amended 5/10)

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

Note 6: As a matter of local discretion, Multiple Listing Services may require participants to disclose if a listed property is a foreclosure, bank-owned, or real estate owned

Note 7: Multiple Listing Services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers; where the sale price is insufficient to pay the total of all liens and costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple Listing Services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. Where participants are permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, multiple listing services may, as a matter of local discretion, require listing participants to disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 48 hours of receipt of notification from the lender. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers. (Amended 5/10)

Section 5.0.1. 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)

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. (Adopted 05/09)

Section 5.1. Participant as Principal: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest 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 5.2. Participant as Purchaser: If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker no later than the time an offer to purchase is submitted to the listing broker. (Adopted 2/92)

Section 5.3. Dual or Variable Rate Commission Arrangements: The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a
Section 6. Service Fees and Charges

Service Fees and Charges: A separate fee schedule shall be kept up to date and available to all Participants. Participation fees and Charges may be changed from time to time at the discretion of the Board of Directors.

Service 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 in accordance with 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 on a monthly basis.

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, require waiver recipients and their licensees to sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.

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

Note 2: Multiple Listing Services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (The amount charged is according to the current fee schedule) (Amended 11/17) R

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 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 service will be terminated.

Section 7. Compliance with Rules Authority to Impose Discipline

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

a. letter of warning
b. letter of reprimand
c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonable attend taking into consideration cost, location, and duration
Section 7.1. The following action may be taken for noncompliance with the rules:

(a) For failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the Service shall be suspended until service charges or fees are paid in full.

(b) MLS Staff can correct infractions of the MLS Rules and Regulations and charge the Broker. The Broker will be notified of the infraction and given 48 hours to correct the problem. If the problem is not corrected in the time frame given, the Broker will be billed a fine. If the fine is not paid within the time allotted for bills due the Association, MLS services will be interrupted. Please see the fine schedule under Section 8.

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

Section 8 Table of Fines

<table>
<thead>
<tr>
<th>Violation</th>
<th>Fine Period</th>
<th>Notifications</th>
<th>Grace Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>A requirement of an MLS rule has not been met. Each individual act or omission is a separate Violation.</td>
<td>The prior 12 months.</td>
<td>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.</td>
<td>If the Subscriber/Participant corrects the Violation in 3 business days of the written notification there will be no fine. The first business day starts the day after the date of the written notification (via email) to the Subscriber/Participant.</td>
</tr>
</tbody>
</table>

Agent/Subscriber and Broker/Participant | May be called Subscriber/Participant when both are being referred to.
## Fines

1. Violation not corrected in allotted timeframe; and/or
2. Repeat Violation of the same MLS rule

### Fining Schedule:

<table>
<thead>
<tr>
<th>Violation Level</th>
<th>Description</th>
<th>Fine Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Violation</td>
<td>Corrected within 3 days</td>
<td>$0</td>
</tr>
<tr>
<td>2nd Violation</td>
<td>$25</td>
<td></td>
</tr>
<tr>
<td>3rd Violation</td>
<td>$100</td>
<td></td>
</tr>
<tr>
<td>4th Violation</td>
<td>$200</td>
<td></td>
</tr>
</tbody>
</table>

Note: If a violation is the result of not correcting a previous violation, the fine will be immediate and then a 3-day grace period is given to correct it prior to violation progression for the same instance.

## Referral to MLS BOD

Per NAR recommendation, subsequent violations will be referred to the MLS Board of Directors for assessment of an increased fine/penalty not to exceed $15,000 but at the discretion of the Board.

## Payment of All Fines

If an Agent/Subscriber fails to make payment in 30 days (Payment Due Date), the Broker/Participant will be held responsible for the payment to be made within 3 days after payment due date.

## Additional Consequences

- If a Subscriber/Participant does not pay fines by the Payment Due Date the MLS Board of Directors may suspend access to the MLS Database and the use of the lockbox service until fines are paid in full.
- At any time, the MLS Board of Directors reserves the right to review ALL violations committed by any Subscriber/Participant and reserves the right to suspend access to the MLS Database and the use of the lockbox service.
- A courtesy phone call will be made to the affected parties, no less than 3 days prior to suspending MLS service or lockbox service.

A member can pay two (2) fines. For the third occurrence the member must attend the next scheduled MLS 1 class or pay the current fine, established by the governing Board of Directors. MLS Staff can correct infractions of the MLS Rules and Regulations and charge the Broker a fine established by the governing Board of Directors is imposed for infractions of the MLS Rules and Regulations. In the event a participant or Subscriber wishes to challenge the fine, the procedures in Section 9 will be followed.

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### Section 9. Enforcement of Rules or Disputes

The Committee (Board of Directors) 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).

#### 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 Royal Palm Coast REALTOR® Association, Inc. within twenty (20) days following receipt of the directors’ decision. (Amended 11/96)

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the Board of Directors of the MLS within twenty (20) days of the tribunal’s decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the Royal Palm Coast REALTOR® Association, Inc. 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 Royal Palm Coast REALTOR® Association, Inc. (Amended 2/98)

Section 9.2 Complaints of Unethical Conduct: All other complaints of unethical conduct shall be referred to the Professional Standards Administrator for appropriate action in accordance with the Professional Standards procedures established in the Royal Palm Coast REALTOR® Association, Inc. Bylaws. (Amended 11/88)

Section 10. Confidentiality of MLS Information
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. MLS is not responsible for accuracy of information: The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides. 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 or customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential does not authorize inclusion of such information in advertisements, including IDX display, of other participants’ listings. (Adopted 5/10)

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 inclusion of such information in advertisements, including IDX display, of other participants’ listings as a matter of local option. (Adopted 5/10)

Section 11. Ownership of MLS Compilations and Copyrights
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 listed property. (Amended 5/06)

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.

If a 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 an authorized use. 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 be aware of facts or circumstances from which complained-of infringing activity is apparent.
(6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more information see 17 U.S.C. §512.

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

Section 11.1. All right, title, and interest 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. Each participant shall be entitled to lease a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association.

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

Section 12. Use of Copyrighted MLS Compilations

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 pursuant to the governing documents of the MLS. Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended
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 in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on a particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. 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 13. Use of MLS Information

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

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Board or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:
Based on information from the Florida Gulf Coast Multiple Listing Service, Inc. for the period (date) through (date). (Amended 11/93)

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®.

Section 15. Arbitration of Disputes
By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants subject to the following qualifications. (Amended 11/97)

(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 pursuant to the procedures of that Association of Realtors®.

(b) If the disputants are members of different Associations of Realtors® or if their principal place of business is located within the territorial jurisdiction of different Associations of Realtors®, they remain obligated to arbitrate in accordance with the procedures of the Florida Realtors®.

Interboard Arbitration Procedures: Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the National Association of Realtors®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Association of Realtors®. (Amended 11/98)

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)

Section 16. 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 1/2004)

Section 16.2. Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

Section 16.2.1. 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 08/2008)

Section 16.3. MLS Participants acting as subagents or as buyer/tenant representatives or brokers, shall not attempt to extend a listing broker’s offer of cooperation and/ or compensation to other brokers without the consent of the listing broker. (Amended 1/2004)

Section 16.4. 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 other form of contractual agreement between the listing broker and the client) the MLS Participant may contact the owner to secure such information and may discuss the terms upon which the MLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

Section 16.5. MLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS Participant, the broker refuses to
disclose the expiration date of the exclusive buyer/tenant agreement, the MLS Participant may contact the
buyer/tenant to secure such information and may discuss the terms upon which the MLS Participant might
enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to
become effective upon the expiration of any existing exclusive buyer/tenant agreement. (Amended 1/98)

Section 16.6. MLS Participants shall not use information obtained from listing brokers through offers to
cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers’
clients to other brokers or to create buyer/tenant relationships with listing brokers’ clients, unless such use is
authorized by the listing brokers.

Section 16.7. The fact that an agreement has been entered into with an MLS Participant shall not preclude or
inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior
agreement. (Amended 1/98)

Section 16.8. The fact that a prospect has retained a 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 16.9. MLS Participants are free to enter into contractual relationships or to negotiate with
sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not
knowingly obligate them to pay more than one commission except with their informed consent. (Amended
1/98)

Section 16.10. When MLS Participants are contacted by the client of another MLS Participant regarding the
creation of an exclusive relationship to provide the same type of service, and MLS Participants have not
directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a
future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of
any existing exclusive agreement. (Amended 1/98)

Section 16.11. In cooperative transactions, MLS Participants shall compensate cooperating MLS Participants
(principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales
licensees employed by or affiliated with other MLS participants without the prior express knowledge and
consent of the cooperating broker.

Section 16.12. MLS Participants are not precluded from making general announcements to prospects
descriving their services and the terms of their availability even though some recipients may have entered into
agency agreements or other exclusive relationships with another MLS Participant. A general telephone
canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given
profession, business, club, or organization, or other classification or group is deemed “general” for purposes
of this 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 other information service as having exclusively listed their property with another MLS
Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed
with another MLS Participant when such solicitations are not part of a general mailing but are directed
specifically to property owners identified through compilations of current listings, “for sale” or “for rent” signs,
or other sources of information intended to foster cooperation with MLS Participants.

Section 16.13. MLS Participants, prior to entering into a representation agreement, have an affirmative
obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid
exclusive agreement to provide the same type of real estate service. (Amended 2004)

Section 16.14. 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
confirmation of that disclosure to the seller/landlord’s representative or broker not later than execution of a
purchase agreement or lease. (Amended 2004)
Section 16.15. On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

MLS Participants shall make any request for anticipated compensation from the seller/landlord at first contact. (Amended 2004)

Section 16.16. MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 2004)

Section 16.17. MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made. (Amended 2004)

Section 16.18. MLS Participants acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer tenant representatives or brokers nor make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation. (Amended 2004)

Section 16.19. All dealings concerning property exclusively listed, or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client.

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 2004)

Section 16.20. Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements. (Adopted 1/98, Amended 01/10)

Section 16.21. These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS Participants involving commission, fees, compensation, or other forms of payment or expenses.

Section 16.22. MLS Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

Section 16.23. MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

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

Section 16.24. 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 without permission; or

Section 16.25. Participants shall not deliberately mislead property owners/buyers as to the market value of
the property.

The services which MLS participants provide to their clients and customers shall conform to the standards of
practice and competence which are reasonable 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 16.26 & Meetings

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

Section 17. Orientation

It will be mandatory for all new members to attend MLS orientation (3 Hours) offered by this Multiple Listing
Service within 60 days in person or 30 days online of their joined date.

Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who has access to and
use of MLS-generated information shall complete an orientation program devoted to the MLS rules and
regulations and/or computer training related to MLS information entry and retrieval and the operation of the
MLS. Classes are offered online and in person. (Amended 11/18)

Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who has access to and
use of MLS-generated information shall complete a MLS Basic Class within 90 days of joining or their MLS
access will be suspended. (Amended 03/08)

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

Participants and subscribers must be given the opportunity to complete any mandated additional training
remotely. (Amended 02/10)

Internet Data Exchange (“IDX”)
The IDX policy gives MLS participants the ability to authorize limited electronic display of their listings by other
participants. (Adopted 05/12)

Associations of Realtors® and their multiple listing services must enable MLS participants to display
aggregated MLS listing information by specified electronic means in accordance with this policy. Requests for
IDX feeds/downloads must be acted on by the MLS within five (5) business days from receipt, barring
extenuating circumstances related to an individual’s qualification for MLS Participation, and review of the
participant’s and vendor’s use of the IDX information consistent with the MLS rules, in which case an
estimated time of approval or denial must be issued. Electronic display subject to this policy means displays
on participants’ public websites and displays using applications for mobile devices that participants control.
For purposes of this policy “control” means participants must have the ability to add, delete, modify and
update information as required by this policy. All displays of IDX listings must also be under the actual and
apparent control of the participant, and must be presented to the public as being the participant’s display. Actual control requires that the participant has developed the display, or caused the display to be developed for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the participant’s display will understand the display is the participant’s, and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear identification of the name of the brokerage firm under which the participant operates in a readily visible color and typeface, except as otherwise provided for in this policy (e.g., displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules. (Amended 05/15)

To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, a minimum of three (3) years sold* listing data, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules and may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a participant has withheld consent, or listings for which the seller has prohibited Internet display. Associations and MLSs can also offer alternative display options including framing of board, MLS, or other publicly-accessible sites displaying participants’ listings (with permission of the framed site). For purposes of this policy, “downloading” means electronic transmission of data from MLS servers to participants’ servers on a persistent or transient basis, at the discretion of the MLS. The MLS’s IDX download must be refreshed to accurately reflect all updates and status changes no less frequently than every twelve (12) hours. Data transmitted must exclude the listing or property address, respectively, of any seller who affirmatively directs that the listing or the property address not appear on the Internet or other electronic forms of display or distribution. (Amended 11/15)

*Note: If “sold” information is not publicly accessible, sold listings can be removed from the MLSs’ IDX feeds/downloads. “Publicly accessible” sold information as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs must provide for its Participants’ IDX displays publicly accessible sold information maintained by the MLS for at least the last three (3) years. (Amended 05/15)

MLSs that allow persistent downloading of the MLS database by participants for display or distribution on the Internet or by other electronic means may require that participants’ websites (1) utilize appropriate security protection, such as firewalls, provided that any security obligations imposed on participants may not be greater than those employed concurrently by the MLS, and/or (2) maintain an audit trail of consumer activity on participants’ websites and make that information available to the MLS if the MLS has reason to believe that a participant’s IDX website has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. This policy does not require associations or MLSs to establish publicly accessible sites displaying participants’ listings. (Amended 05/12)

Unless state law requires prior written consent from listing brokers, listing brokers’ consent for IDX display may be presumed unless a listing broker affirmatively notifies the MLS that the listing broker 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 IDX display of that participant’s listings, then that participant may not display the aggregated MLS data of other participants on an IDX site. Alternatively, MLSs may require that participants’ consent for IDX display of their listings by other participants be affirmatively established in writing. Even where participants have given blanket authority for other participants’ IDX display of their listings, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. (Amended 05/12)

Access to MLS databases, or any part of such databases, may not be provided to any person or entity not expressly authorized such access under the MLS rules. (Amended 11/09)

Participants’ Internet websites and other authorized display mechanisms may also provide other features, information, or services in addition to IDX information (including Virtual Office Website [“VOW”] functions) which are not subject to this policy. (Amended 05/12)

Policies Applicable to Participants’ IDX Websites and Displays
1. Participants must notify the MLS of their intention to display IDX information and give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12)

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

3. Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly accessible websites or VOWs) shall not be accessible via IDX display (Amended 05/12)

4. Participants may select the IDX listings they choose to display based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property (e.g. condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g. exclusive right-to-sell or exclusive agency), or the level of service provided by the listing firm. Selection of IDX listings to be displayed must be independently made by each participant. (Amended 05/12)

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

6. Except as provided elsewhere in this policy or elsewhere in an MLS’s rules and regulations, an IDX display or participant engaging in IDX display may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 05/12)

7. When displaying listing content, a participant’s or user’s IDX display must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. This policy acknowledges that certain required disclosures may not be possible in displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of 200 characters or less). Such displays are exempt from the disclosure requirements established in this policy but only when linked directly to a display that includes all required disclosures. (Amended 05/12)

8. With respect to any participant’s IDX display 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 with respect to the seller’s listing 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 by all participants. Except for the foregoing and subject to paragraph 9, a participant’s IDX display may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying customers that a particular feature has been disabled at the request of the seller. (Amended 05/12)

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. The participant 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 that property explaining why the data or information is false. However, the participant 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)

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

Section 18. IDX Defined
IDX affords MLS Participants the ability to authorize limited electronic display 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. M (Amended 5/17). (Amended 05/17)

Section 18.1. Participants’ consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant’s listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. M (Amended 05/17)

Section 18.2. Participation in IDX is available to all MLS participants who consent to 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 a seller has 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 11/17)

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, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell, or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX sites must be independently made by each Participant. (Amended 11/17)

Section 18.2.5. Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads not less frequently than every 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 are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

Section 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.

Section 18.2.12
All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.* (Amended 05/17)

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

Section 18.3. Display of listing information pursuant to IDX is subject to the following rules:

Section 18.3.1. Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, 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 18.3.2. NAR Deletion 11/15

Section 18.3.3.
Section 18.3.4. All listings displayed pursuant to IDX shall identify the listing agent.

Section 18.3.5. Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation.

Section 18.3.6 – Deleted by NAR in 2006

Section 18.3.7 – Optional – Not adopted

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 use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (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 (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. (Amended 11/09)

Section 18.3.10. The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS.IDX Policy amended by NAR

Section 18.3.11 of the Internet Data Exchange (“IDX”) Rules be amended (all types)

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

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

Section 18.3.12. Display of expired, withdrawn, 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)

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

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
Section 18.3.16. Advertising (including co-branding) on pages displaying IDX-provided listings are 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. Electronic Display of Other Participant’s Listings, was added as follows:

MLSs may but are not required to give participants the ability to authorize electronic display of their listings by other participants outside the context of the Internet Data Exchange ("IDX") policy and rules and the Virtual Office Website ("VOW") policy and rules.

Participants may not be required to consent to display or distribution of their listings through non-IDX and non-VOW channels as a condition of participation in MLS or as a condition of participation in IDX. Electronic display and distribution pursuant to this policy contemplates, but is not limited to, Short Message Services ("SMS")/texting technologies, and interactive "social media". All electronic displays and/or distribution of other participants’ listings conducted pursuant to this policy must comply with state law and regulations and applicable rules.

Displays addressed by this policy may be subject to technological limitations on disabling/discontinuing third-party comments/reviews, disabling/discontinuing automated displays of market value, “refreshing” displays on a periodic basis, and possibly other issues which should be taken into consideration when developing rules and policies governing such displays. (Adopted 11/12)

Section 18.6. MLS Policy Statement 7.90, Real Estate Transaction Standards (RETS) NAR Policy Handbook

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. (Amended 11/09/14)

Section 19. Model Virtual Office Website (VOW) Rules

Section 19.1.

(a) A Virtual Office Website ("VOW") is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

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

(c) “Affiliated VOW Partner” ("AVP") refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more 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.
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 in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

Section 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 user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

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

(c) If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

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

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

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

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

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

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

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

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

Section 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.)

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

Section 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 the ways in which 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, cooperative compensation offered by listing broker, 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 to 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 own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 19.15  
A participant’s VOW may not make available for search by or display to Registrants any of the following information:

a. expired and withdrawn listings
**Note:** Due to the 2015 changes in IDX policy and the requirement that participants 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 of a participant’s VOW.

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

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

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. Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS. (NAR section 19.24)

Section 19.19. Where a seller affirmatively directs their listing broker to withhold either the seller’s listing or the address of the seller’s listing from display on the Internet, a copy of the seller’s affirmative direction shall be provided to the MLS within 48 hours. (NAR Section 19.25)

Section 20. (Policy Statement 7.31) **NAR Policy Handbook Lock Box Security Requirements**

Eligibility for coverage under NAR’s blanket errors and omissions insurance program is contingent on compliance with the following security measures whether the system is operated by the association, its MLS, or on behalf of an association by a recognized lock box vendor:

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

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

3. Any lock box system shall be designated as either an activity of an association of REALTORS® or an association-owned and operated MLS. The Florida Gulf Coast MLS, Inc. operates the Lockbox Service.

If the lock box system is an activity of an association of REALTORS®, then every REALTOR® and REALTOR-ASSOCIATE® and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a REALTOR®, shall be eligible to hold a key subject to their execution of a lease agreement with the association. (Amended 11/96)
1825 If the lock box system is an activity of an association-owned and operated multiple listing service, then
1826 every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser
1827 who is affiliated with an MLS participant and who is legally eligible for MLS access shall be eligible to hold
1828 a key subject to their execution of a lease agreement with the MLS.
1829
1830 Associations and multiple listing services may require, as a matter of local determination, that key lease
1831 agreements executed by non-principal brokers, sales licensees, and licensed or certified appraisers will be
1832 cosigned by the designated REALTOR® or the office's broker of record. Lease agreements shall spell out the
1833 responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other
1834 governing provisions of the association or MLS that relate to the operation of the lock box system. The
1835 lease agreement shall also provide that keys may not be used under any circumstances by anyone other
1836 than the keyholder except as provided elsewhere in this statement of policy. (Amended 2/98)
1837
1838 Associations and multiple listing services may, at their discretion, authorize unlicensed personal
1839 assistants, administrative and clerical staff, and individuals seeking licensure as real estate appraisers,
1840 who are under the direct supervision of a designated REALTOR®, or MLS participant, or their licensed
1841 designee, to hold a lock box key on the same terms and conditions as non-principal brokers and sales
1842 licensees. (Adopted 11/93)
1843
1844 Associations and multiple listing services may refuse to sell or lease lock box keys, may terminate existing
1845 key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a
1846 felony or misdemeanor if the crime, in the determination of the association or MLS, relates to the real
1847 estate business or puts clients, customers, or other real estate professionals at risk.
1848 Associations or multiple listing services may suspend the right of lock box keyholders to use lock box keys
1849 following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination
1850 of the association or MLS, relates to the real estate business or which puts clients, customers, or other real
1851 estate professionals at risk.
1852
1853 Factors that can be considered in making such determinations include, but are not limited to:
1854     the nature and seriousness of the crime
1855     the relationship of the crime to the purposes for limiting lock box access
1856     the extent to which access (or continued access) might afford opportunities to engage in similar
1857     criminal activity
1858     the extent and nature of past criminal activity
1859     time since criminal activity was engaged in
1860     evidence of rehabilitation while incarcerated or following release and
1861     evidence of present fitness (Adopted 11/99)
1862
1863 Administration of a lock box system as an activity of an association of REALTORS® may, at the discretion of
1864 the association, be delegated to its multiple listing service.
1865
1866 No one shall be required to lease a key from the association except on a voluntary basis.
1867
1868 Associations and multiple listing services may, at their discretion, lease keys to affiliate members of
1869 associations who are actively engaged in a recognized field of real estate practice or in related fields. In
1870 such instances, the lease agreement shall be signed by the keyholder and by a principal, partner, or
1871 corporate officer of the key holder's firm. (Amended 11/97)
1872
1873 Key lease agreements may contain a liquidated damages provision to offset some or all of the costs in
1874 reestablishing the security of the system if it is determined that the security has been compromised through
1875 the negligence or fault of the key holder. (Amended 11/97)
1876
1877 MLSs may, as a matter of local option, require placement of an MLS approved lock box on listed properties
1878 if any device giving access to real estate professionals and/or service providers is authorized by the seller
1879 and occupant and is placed on the property. The purpose of this requirement, if adopted by an MLS, is to
1880 ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a
1881 lock box or other access device be "MLS-approved" does not limit the devices that satisfy the requirement
1882 to lock boxes leased or sold by an association or MLS. The MLS may require that the devices be submitted
in advance for approval, and the access device may be any lock box or other access device that provides reasonable, timely access to listed property. The MLS also may revoke the approval and/or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement.

4. Associations shall maintain current records as to all keys issued and in inventory. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or, alternatively, by receipt of a statement signed by the keyholder and the designated REALTOR®, broker of record, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder’s firm, attesting that the key is currently in possession of the keyholder. This audit requirement does not apply to electronic lock box programmers or keypads which are sold or leased provided such devices may be deactivated within thirty (30) days. (Amended 5/99)

5. Associations shall require a substantial deposit from each key holder in an amount that will establish an awareness of personal liability for such key. The initial deposit shall not be less than $25 nor more than $300. Deposits for a first replacement key lost or stolen shall be not less than two (2) times nor more than three (3) times the amount of the initial deposit and not less than three (3) times nor more than four (4) times the amount of the initial deposit for second or additional replacement keys. Deposits for keys shall be kept in a special account for refund upon return of the key unless forfeited upon loss of the key. Notwithstanding the foregoing, deposits charged affiliate members may be no more than twice the amounts established above.

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

Deposits for electronic programmers or electronic keycards which are leased but which can be deactivated within thirty (30) days may be required as a matter of local determination. (Adopted 11/95)

6. Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose.

7. Associations shall charge key holders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the association. Upon receipt of notice, the association shall take any steps deemed necessary to re-secure the system.

8. Associations shall adopt written, reasonable, and appropriate rules and procedures for administration of lock box systems, which may include appropriate fines, not to exceed $15,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the association and set forth in the rules and procedures. All keyholders, whether association members or not, shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lock box system.

9. Notwithstanding the foregoing, associations and multiple listing services may sell electronic lock box programmers or keypads to MLS participants and others eligible to hold lock box keys pursuant to these requirements provided that such devices may be deactivated, if necessary, within a reasonable period not to exceed thirty (30) days and that the participant has authorized the sale in writing. In the event electronic lock box programmers or keypads are sold or leased, a designated REALTOR® principal or an office’s broker of record may purchase or lease additional programmers or keypads to be issued on a temporary basis to other key holders in the same office in the event their programmer or keypad becomes non-functional outside normal business hours or under circumstances where a replacement programmer or keypad is not reasonably available from the issuing association or MLS. When a programmer or keypad is issued on a temporary basis, it shall be the responsibility of the REALTOR® principal or the broker of record to advise the association or MLS in writing that the programmer or keypad has been issued, to whom, and the date and time of issuance within forty-eight (48) hours. It shall also be the responsibility of the REALTOR® principal or the broker of record to advise the association or MLS in writing within forty-eight (48) hours after possession of the previously issued programmer or keypad has been reassumed. (Adopted 4/95)
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 in 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 in 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 prior to 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 SupraKey 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 entrance. 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 key.

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.