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**MULTIPLE LISTING SERVICE**

**RULES AND REGULATIONS**

**(Amended 5/20)**

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**IOWA CITY AREA ASSOCIATION OF REALTORS®**

**MULTIPLE LISTING SERVICE**

**RULES AND REGULATIONS**

(Amended 10/21)

The following rules and regulations shall govern the operation of the Multiple Listing Service of the Iowa City Area Association of REALTORS®.

DEFINITIONS: As used herein,

- (a) "Participant" refers to the REALTOR® principal which is a member of the Multiple Listing Service.
- (b) "Affiliated Licensee" refers to the licensees within the Participating office.
- (c) "Service" refers to the Multiple Listing Service.
- (d) "Submitted, Submission, Filed, Reported, Transmitted" in this document refer to entering listing data into the MLS computer system except those listings defined as "office exclusives."

**LISTING PROCEDURES**

**SECTION 1. LISTING PROCEDURES AND PAPERLESS GUIDELINES**

Listings of real or personal properties of the following types taken by Participants on Exclusive Right to Sell listing data shall be submitted to the Multiple Listing Service.

- (a) Single family homes for sale or exchange
- (b) Vacant lots and acreages for sale or exchange
- (c) Multiple family residential buildings for sale or exchange
- (d) Commercial buildings for sale, exchange or lease or business-only listings.
- (e) Farms

**\* Submission of Listings to the Service:** Listing data shall be submitted within 24 of the listing contract being signed.

**A. 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 if it is being publicly marketed, 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.

~~**Note 1:** If the date the listing is due to be submitted to the Service is a holiday, then the listing is due the following day.~~

**Note 1:** Until the property has been submitted to the Service there shall be no sign placed on the property and no marketing allowed including coming soon postings. Violator's shall be subjected to a fine. (adopted 3/17)

**Note 2:** 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 a type accepted by the service, although a property data form may be required as approved by the Multiple Listing Service. However, the Multiple Listing Service, through its legal counsel:

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

The Multiple Listing Service shall accept exclusive 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)

**Note 3:** Until the property has been submitted to the Multiple Listing Service the agent may not advertise or market the property on social media. Violator's shall be subjected to a fine. (*adopted 3/17*)

**Note 4:** If requested by the board staff members shall provide any needed documentation within one business day. Violator's shall be subject to fine. (*adopted 3/17*)

The different types of listing agreements include:

- exclusive right-to-sell
- office exclusive/private listing
- open
- net

**B. Exclusive right-to-sell listing** is the conventional form of listings 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)

**C. Office exclusive/private listing**

The Service will accept Exclusive Agency listings. A listing will be processed by clearly distinguishing in the Remarks Section of the listing data the letters "EA."

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

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

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

**Note 1:** Until the property has been submitted to the Service there shall be no sign placed on the property and no marketing allowed. Violators shall be subjected to a fine. (*adopted 3/17*)

**Note 2:** Until the property has been submitted to the Multiple Listing Service the agent may not advertise or market the property on social media. Violator's shall be subjected to a fine. (*adopted 3/17*)

**D. Open Listings**

**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 Service declines to accept open listings.

**E. Net Listings**

The service may not accept **net listings** because they are deemed unethical and, in most states, illegal. The Service will not accept net listings because they are prohibited in the State of Iowa.

**Note 1:** A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listings service must accept every type of listing. The multiple listing service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property.

But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

**Note 2:** A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. *(Adopted 11/92)*

### **G. Property**

All Participants must completely fill in required data for each listing. The Service assures that no listing data filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the Client (buyer or seller).

### **H. Current Listings**

Maintaining accurate listing data is a critical necessity for achieving the defined purpose of the MLS. Participants and subscribers are required to submit accurate listing data and required to correct any known errors.

Multiple listing services may not require participants to enter into listing agreements using a form other than the form a participant individually chooses to use. Multiple listing services may refuse to accept any listing which fails to adequately protect the interests of the public and other participants and will not accept any listing which establishes a contractual relationship between the MLS and a participant's client. *(Adopted 11/20)*

## **SECTION 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 signatures of the seller (s).

## **SECTION 1.2 DETAIL ON LISTINGS FILED WITH THE SERVICE**

(a) The listing and property data when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail.

(b) Listings entered into the MLS database are intended to promote the property. The MLS database is not intended for use as a personal marketing vehicle. Specifically prohibited: agent photo and/or logo, agent name, phone number, Web site and other marketing detail in the Remarks or Photo sections. Branding techniques on listings submitted to the Service are prohibited.

## **SECTION 1.3 EXEMPTED LISTINGS**

(a) If the seller refuses to permit the listing to be disseminated by the Service, the REALTOR® may take the listing ("office exclusive") but not disseminate through the MLS computer system to the Participants. The listing should be accompanied by certification signed by the seller that he/she does not desire the listing to be disseminated by the Service.

(b) Property owned by a Participant or any licensee affiliated with a Participant is not exempt from the obligations of **Section 1.3(a)**

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

## **SECTION 1.4 CHANGE OF STATUS OF LISTING**

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the brokerage within twenty-four (24) 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 notice is filed with the Service, including an agreement between the seller and the listing broker which authorizes the withdrawal.

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

(1) Withdrawal refers to withdrawal of a listing from the Multiple Listing Service.

(2) Cancellation is to be used when there is mutual consent of the designated broker and the seller to cancel a listing agreement.

**Note:** A listing agreement may not be assigned, sold or otherwise transferred to another broker without the express written consent of all parties to the original agreement.

## **SECTION 1.6 CONTINGENCIES APPLICABLE TO LISTINGS**

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

## **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 Multiple Listing Service compilation of current listings, unless the property is subject to auction.

## **SECTION 1.8 ACCURACY OF LISTING DATA**

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

## **SECTION 1.9 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 Profile Sheet. When a listed property has been sold, proper notification should be given to the Multiple Listing Service within 3 business days. Violators shall be subject to fine. (*amended 3/17*)

## **SECTION 1.10 SUBMISSION OF PHOTOGRAPHS OR OTHER GRAPHIC REPRESENTATIONS**

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 1.11 SUBMISSION OF LEGALLY REQUIRED SELLER DISCLOSURE INFORMATION**

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

## **SECTION 1.12 PRICE CHANGE INFORMATION**

MLSs are not required to track or report price change information other than the most recent increase or decrease in the price of current listings. If such information (either with respect to a current listing or to prior listings of that property) is tracked by an MLS and made available to Participants and subscribers, neither it nor any information from which it may be determined shall be classified as confidential nor may be prohibited from making such information available to clients and customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other Participants' listings. (Adopted 5/10)

### **SECTION 1.13 DAYS/TIME ON MARKET INFORMATION**

MLSs are not required to track or report days/time on market information (i.e., the length of time a property has been listed for sale pursuant to a current listing agreement or prior listing agreements, whether with the same or different listing brokers or firms). If such information is tracked by an MLS and made available to Participants and subscribers, neither it nor any information from which it may be determined (such as the current list date, or prior list and expiration dates) shall be classified as confidential, nor may Participants be prohibited from making such information available to clients or customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other Participants' listings as a matter of local option. (Adopted 5/10)

### **SECTION 1.14 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS**

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

### **SECTION 1.15 EXPIRATION, EXTENSION AND RENEWAL OF LISTINGS**

Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement unless prior to that date-the MLS receives notice that the listing has been extended or renewed. 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 1.16 TERMINATION DATE ON LISTINGS**

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

### **SECTION 1.17 JURISDICTION**

The jurisdiction of the Service shall be inclusive of, but not limited to, that geographic area serviced by all of Johnson County, Washington County, also including Cedar County east to Highway 38, south to the Cedar county line and north to Highway 30, Keokuk County east to Highway 21, Louisa County west to Highway 61, Henry County south to Highway 34, as well as those outlying areas considered to be the natural marketing territory of the Service. Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to the service. Listings of property located outside the MLS's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the service.

### **SECTION 1.18 LISTINGS OF SUSPENDED PARTICIPANTS**

When a Participant of the Service is suspended from the Multiple Listing Service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, Multiple Listing Service Rules and Regulations or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the Multiple Listing Service 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 Multiple Listing Service beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association or Multiple Listing Service (or both) for failure to pay appropriate dues, fees or charges, an Association Multiple Listing Service is not obligated to provide Multiple Listing Services, including continued inclusion of the suspended Participant's listings in the Multiple Listing Service compilation of the current listing information. Prior to any removal of a suspended Participant's listings from the Multiple Listing Service, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his/her clients.

### **SECTION 1.19 LISTINGS OF EXPELLED PARTICIPANTS**

When a Participant of the Service is expelled from the Multiple Listing Service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, Multiple Listing Service Rules & Regulations or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the Multiple Listing Service 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 Multiple Listing Service beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association (except where Multiple Listing Service participation

without Association Membership is permitted by law) or Multiple Listing Service (or both) for failure to pay appropriate dues, fees or charges, an Association Multiple Listing Service is not obligated to provide Multiple Listing Services including continued inclusion of expelled Participant's listings in the Multiple Listing Service compilation of current listing information. Prior to any removal of an expelled Participant's listings from the Multiple Listing Service, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his/her clients.

## **SECTION 1.20 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 1.21 LIMITED SERVICE LISTINGS**

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

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

## **SECTION 1.22 PROTECTION CLAUSES IN ASSOCIATION MLS STANDARD LISTING CONTRACT**

Any broker protection clause with is contained in a standard listing form established and recommended by a multiple listing service for the use of MLS participation shall not contain any specific time period therein, but shall contain a blank space to indicate that the time period of such protection period is negotiable between the property owner and the listing broker.

## **SECTION 1.23 PROPERTY ADDRESSES**

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

## **SECTION 1.24 NON-FILTERING OF LISTINGS**

MLS participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are searchable by and displayed to consumers based on the level of compensation offer to the cooperating broker or the name of the brokerage or agent. (*Adopted 5/21*)

## **SECTION 1.25 SERVICES ADVERTISED AS "FREE"**

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

## **SELLING PROCEDURES**

### **SECTION 2 SHOWINGS AND NEGOTIATIONS**

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

- (a) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly.
- (b) If after reasonable effort, the cooperating broker cannot contact the listing broker or his/her representative, then the cooperating broker, at his/her option, may call the Multiple Listing Service Committee Chairperson, Vice Chairperson or the President of the Association to contact the sellers directly. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.
- (c) Business cards are not to be left at a property showing by a REALTOR® unless specifically requested by the Seller.

## **SECTION 2.1 PRESENTATION OF OFFERS**

The listing broker must make arrangements to present the offer as soon as possible, or give cooperating broker a satisfactory reason for not doing so.

## **SECTION 2.2 SUBMISSION OF WRITTEN OFFERS**

The listing broker shall submit to the seller any and all offers until closing unless precluded by law, government rule, regulations or agreed otherwise in writing between the seller and 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.

## **SECTION 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER**

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

## **SECTION 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS**

The listing broker or his/her representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where 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 SERVICE**

Status changes, including final closing of sales and sales prices shall be reported to the Multiple Listing Service by the listing broker within twenty-four (24) hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within twenty-four (24) hours after occurrence and the listing broker shall report them to the MLS within twenty-four (24) hours after receiving notice from the cooperating broker. (Amended 11/08).

- (a) Reporting Closed Sales: the listing broker shall report a "closed" sale to the Service within three (3) business days or a \$50.00 fine will be assessed to the office.

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

**Note 2:** 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 sales 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 their-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. (Adopted 11/11)

#### **SECTION 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES**

The listing broker shall report to the Multiple Listing Service within 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 PENDING SALE**

The listing broker shall report to the Multiple Listing Service within 24 hours that a pending sale has been secured.

**Note:** A pending sale is a sale in which all contingencies have been released prior to closing.

#### **SECTION 2.9 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 2.10 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 2.11 ACCESS TO PROPERTY**

Any time a buyer is present at the property they must have licensed agent representation including, but not limited to, showings, walk-throughs, home inspections and any other appointment deemed necessary to facilitate the transaction. (*Amended 7/17*)

### **REFUSAL TO SELL**

#### **SECTION 3 REFUSAL TO SELL**

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

## **PROHIBITIONS**

### **SECTION 4 INFORMATION FOR PARTICIPANTS ONLY**

Any listing filed with the Service shall not be made available to any broker or firm not a member of the Multiple Listing Service without the prior consent of the listing broker.

#### **SECTION 4.1 "FOR SALE" SIGNS**

Only the "For Sale" signs of the listing broker may be placed on a property and are subject to local city ordinances as far as placement and timeframe allowed on property. This excludes all exclusive/private listings. *(amended 3/17)*

Residential "For Sale" signs must be removed from the property on day of closing. Buyer must give the listing approval to keep the sign posted after closing. That approval must be forward to ICAAR staff. *(amended 12/17)*

#### **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.

"Sold" signs may not be placed on the property until 72 before final closing. *(amended 12/17)*

All real estate related signs must be removed from the property within 24 hours post-closing. *(amended 5/20)*

#### **SECTION 4.3 SOLICITATION OF LISTING FILED WITH THE SERVICE**

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

#### **SECTION 4.4 USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE**

No MLS Participant, subscriber or licensee affiliated with a 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)

## **DIVISION OF COMMISSION**

### **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 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 the Multiple Listing Service 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 the Iowa City Area Association of REALTORS®, the Participant of the Service is making blanket unilateral offers of compensation to the other Multiple Listing Service Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other Multiple Listing Service Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his/her compensation shall be prior to his/her endeavor to sell.\* (Amended 11/04)

\* The compensation specified on listings filed with the Multiple Listing Service shall appear in one of two forms. The essential and appropriate requirements 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 Multiple Listing Service 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:** The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different. (Amended 11/96)

This shall not preclude the listing broker from offering any Multiple Listing Service Participant compensation other than the compensation indicated on any listing published by the Multiple Listing Service, 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)

Multiple Listing Services shall not publish listings that do not include an offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount, nor shall they include general invitations by listing brokers to other Participants to discuss terms and conditions of possible cooperative relationships. (Amended 11/96)

**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/her listing contract, and the Association Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the Multiple Listing Service by a Participant. The Association Multiple Listing Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

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

**Note 3:** The Multiple Listing Service shall make no rule on the division of commissions between Participants and nonparticipants. This should remain solely the responsibility of the listing broker.

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

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

## **SECTION 5.0.1 DISPLAY OF THE LISTING BROKER'S OFFER OF COMPENSATION**

MLSs must include the listing broker's offer of compensation for each active displayed listing on its consumer-facing website(s) and in MLS data feeds provided to participants and subscribers and must permit MLS participants or subscribers to share such information through IDX and VOW displays or through any other form or format provided to clients and consumers. The information about the offer of compensation must be accompanied by a disclaimer stating that the offer is made only to participants of the MLS where the listing is filed. *(Amended 11/21)*

## **SECTION 5.0.2 DISCLOSING POTENTIAL SHORT SALES**

Multiple Listing Services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in MLS 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 24 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 5.1 PARTICIPANT AS PRINCIPAL**

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

## **SECTION 5.2 PARTICIPANT AS PURCHASER**

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

## **SECTION 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS**

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

## **SERVICE CHARGES**

### **SECTION 6 SERVICE FEES AND CHARGES**

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

(a) Initial application fee: An applicant, for primary or secondary membership in the Iowa City Area Association of REALTORS®, shall pay an application fee as determined by the Board of Directors plus a \$100 new member IAR fee (if applicant is new to the Iowa Association of REALTORS®), with such a fee to accompany the application for primary or secondary membership in the association. An applicant shall pay a fee as determined by the Board of Directors, with such fee to accompany the application, for purchasing MLS services only from the Service (membership maintained with a REALTOR® association other than ICAAR).

Recurring participant fees are billed quarterly for the Participant's individual MLS fees and Sentrilock fees, in an amount determined by the Board of Directors. A former Participant may reactivate membership within 90 days at no cost. Reactivation of MLS services after ninety days up to one year requires a fee as determined by the Board of Directors. Reactivation after one year requires the fee charged a new applicant.

(b) Subscription Fees: One complete set of current listings shall be supplied to the Participant upon payment of the application fee and the participation fee, and each subscribers affiliated with a Participant shall be responsible for a subscription fee for each additional set of listings supplied to each individual, employed by or affiliated as an independent contractor (including licensed or certified appraisers) with the Participant who has access to and utilizes the Service. The ultimate responsibility for delinquent dues, fees and charges is that of the Participant.

**Note:** Financing from the Multiple Listing Service should be adequate but not in such amounts as to be the source of financing the Association's operation. The Multiple Listing Service should pay its own way and allow for a reasonable operating reserve, but it is merely another Service of the Association and not the principal activity or reason for the Association's existence. As long as it is able to restrict its services exclusively or primarily to Association members, the Service is not properly an Association profit center.

## **COMPLIANCE WITH RULES**

### **SECTION 7 COMPLIANCE WITH RULES/AUTHORITY TO IMPOSE DISCIPLINE**

By becoming a 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
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MLS rights, privileges, and services for not less than thirty (30) days or more than one (1) year
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years (Adopted 11/07)

#### **SECTION 7.1 COMPLIANCE WITH RULES**

The following action may be taken for noncompliance with rules:

- (a) For failure to pay any service charges or fees 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) The association office reserves the right to request and receive (within one (1) business day) copies of paperwork in regard to listings filed with the Multiple Listing Service or those listings considered to be “office exclusives.”

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

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

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

## **Section 1 Appropriate Procedures for Rules Enforcement (MLS Policy Statement 7.21)**

### **Filing Complaints**

When requested by a complainant, MLSs must provide a process for processing complaints without revealing the complainant’s identity. If the complaint is forwarded to hearing, then the MLS Committee, Grievance Committee, MLS staff or other representative must serve as the complainant when the original complainant does not consent to participating in the process or the disclosure of his or her name.

### **Administrative Sanctions**

In any instance where a participant in an Association multiple listing service is charged with violation of the MLS bylaws or rules and regulations of the service, and such charge does not include alleged violations of the Code of Ethics or the Standards of Conduct for MLS participants, or a request for arbitration, the MLS may impose administrative sanctions. Recipients of an administrative sanction may request a hearing before the professional standards committee of the Association.

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

### **Appeals**

If the participant refuses to accept any sanction or discipline proposed, the circumstances and the discipline proposed shall be appealed to the board of directors of the Association of REALTORS® which shall, if it deems the finding of violation proper and the sanction appropriate to the offense, delay the effective date of sanction until final entry by a court of competent jurisdiction in a suit filed by the Association for declaratory relief, except in those states where declaratory relief is not available, declaring that the disciplinary action and proposed sanction violates no rights of the multiple listing service participant.

If the MLS committee has a procedure established to conduct hearings, the decision of the MLS committee may be appealed to the board of directors of the Association of REALTORS®. If a separately incorporated MLS has an established procedure for the conduct of hearings, the decisions of the hearing tribunal shall be appealable to the board of directors of the MLS.

### **Complaints of Unethical Conduct**

Alleged violations of the Code of Ethics or the Standards of Conduct for MLS participants shall be referred to the Association’s grievance committee for processing in accordance with the professional standards procedures of the Association. If the charge alleges

a refusal to arbitrate, such charge shall be referred directly to the board of directors of the Association of REALTORS®. (Amended 11/20)

### **SECTION 7.3 PENALTIES**

Any Participant violating rules and regulations of the Multiple Listing Service (Iowa City Area Association of REALTORS®) shall by order of the Multiple Listing Service Committee be fined according to the schedule as herein after stated. Degrees of offense to be determined by the Multiple Listing Service Committee.

The Multiple Listing Service Committee, upon its own motion, and shall upon written complaint of a Participant, investigate the action of any Participant. If the complaint is substantiated, the Multiple Listing Service Committee shall determine the action or fine against the Participant. If the Multiple Listing Service Committee finds that a complaint is not substantiated, the Chairperson shall file a written report to that effect.

(a) If the complaint is substantiated an email shall be sent to the broker and agent with a request to correct the violation. For a first offence the agent shall have 24 hours to correct the violation before the fines listed below start.

(c) Fine Guidelines:

1<sup>st</sup> offense written warning with note on agent record.

After 24 hours a fine of \$100.00 will be applied.

\$100.00 shall be applied each 24 hours after if the violation is not corrected. Not to exceed \$300.00 (*amended 5/20*)

Once a fine has been applied to an agent record there will be no 24 hour grace period for any other violation and a fine of \$100.00 shall be applied to the agent account with another \$100.00 applied after 24 hours. Not to exceed \$300.00. (*amended 5/20*)

4<sup>th</sup> offense subject to board review along with the fine structure listed above.

\*\* The agent will be responsible for paying all fines, and both the agent and broker will be notified when a fine issued. (*amended 3/17*)

\*\*\*All fees must be paid within 30 days or access to the multiple listing service shall be terminated until payment has been made. (*amended 5/20*)

\*\*\*\*All fines reset within 1 calendar year of first offense. (*amended 5/20*)

(d) Unauthorized Access:

\$5000 for the first offense

Termination of MLS participation for a period of one (1) to three (3) years for a subsequent offense by the same subscriber.

(e) Violation of the Rules and Regulations Governing Virtual Office Websites (VOWs)

\$2500 for the first offense

\$5000 for a second offense

Termination of MLS participation for a period of one (1) to three (3) years for a third offense.

(f) Violation of the Clear Cooperation Policy:

\$1000 for the first offense

For failure to comply with any other rules, the provisions of Section 9 and 9.1 shall apply.

### **SECTION 7.4 FINANCIAL PENALTY NOT TO EXCEED \$15,000**

Notwithstanding the limitations established in the National Association of REALTORS® *Code of Ethics and Arbitration Manual* or in other National Association policy, Multiple Listing Services operated as committees of associations of REALTORS® or as separate, wholly-owned subsidiaries of one or more associations of REALTORS® are authorized to impose

financial penalties on Participants or subscribers as discipline for violations of MLS rules or other MLS governance provisions not greater than fifteen thousand (\$15,000) dollars. (Adopted 11/07)

## **SECTION 7.5 REMOVAL OF LISTINGS WHEN PARTICIPANT REFUSES/FAILS TO TIMELY REPORT STATUS CHANGES**

Notwithstanding the limitations established in the *Code of Ethics and Arbitration Manual* or in other National Association of REALTORS® policy, Multiple Listing Services operated as committees of associations of REALTORS® or as separate, wholly-owned subsidiaries of one or more associations of REALTORS® are authorized to remove any listing from the MLS compilation of current listings where the Participant has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the Participant shall be advised of the intended removal so the Participant can advise his or her client(s). (Adopted 11/07)

## **SECTION 7.4 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)

## **MEETINGS**

### **SECTION 8 MEETINGS OF THE MULTIPLE LISTING SERVICE COMMITTEE**

The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

#### **SECTION 8.1 MEETING OF MULTIPLE LISTING SERVICE PARTICIPANTS**

The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.

#### **SECTION 8.2 CONDUCT OF THE MEETINGS**

The Chairperson or Vice Chairperson shall preside at all meetings or, in his/her absence, a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon failure to do so, by the Committee.

## **ENFORCEMENT OF RULES OR DISPUTES**

### **SECTION 9 CONSIDERATION OF ALLEGED VIOLATIONS**

The Committee shall give consideration to all written complaints from Participants having to do with violations of the Rules and Regulations.

#### **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 Multiple Listing Service Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and Rules and Regulations of the of the Iowa City Area Association of REALTORS® within twenty (20) days following receipt of the committee's decision.



## **SECTION 9.2 COMPLAINTS OF UNETHICAL CONDUCT**

All other complaints of unethical conduct shall be referred by the Multiple Listing Service Committee to the Secretary of the Iowa City Area Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws.

## **SECTION 9.3 FILING COMPLAINTS**

When requested by a complainant, MLSs must provide a process for processing complaints without revealing the complainant's identity. If the complaint is forwarded to hearing, then the MLS Committee, Grievance Committee, MLS staff or other representative must serve as the complainant when the original complainant does not consent to participating in the process or the disclosure of his or her name. *(Amended 11/20)*

## **SECTION 9.4 ADMINISTRATIVE SANCTIONS**

In any instance where a participant in an association multiple listing service is charged with violation of the MLS bylaws or rules and regulations of the service, and such charge does not include alleged violations of the Code of Ethics or the Standards of Conduct for MLS participants, or a request for arbitration, the MLS may impose administrative sanctions. Recipients of an administrative sanction may request a hearing before the professional standards committee of the association. *(Amended 11/20)*

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

## **SECTION 9.5 APPEALS**

If the participant refuses to accept any sanction or discipline proposed, the circumstances and the discipline proposed shall be appealed to the board of directors of the association of REALTORS® which shall, if it deems the finding of violation proper and the sanction appropriate to the offense, delay the effective date of sanction until final entry by a court of competent jurisdiction in a suit filed by the association for declaratory relief, except in those states where declaratory relief is not available, declaring that the disciplinary action and proposed sanction violates no rights of the multiple listing service participant. *(Amended 11/20)*

If the MLS committee has a procedure established to conduct hearings, the decision of the MLS committee may be appealed to the board of directors of the association of REALTORS®. If a separately incorporated MLS has an established procedure for the conduct of hearings, the decisions of the hearing tribunal shall be appealable to the board of directors of the MLS. *(Amended 11/20)*

## **SECTION 9.6 COMPLAINTS OF UNETHICAL CONDUCT**

Alleged violations of the Code of Ethics or the Standards of Conduct for MLS participants shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. *(Amended 11/20)*

## **CONFIDENTIALITY OF MULTIPLE LISTING SERVICE INFORMATION**

### **SECTION 10 CONFIDENTIALITY OF MULTIPLE LISTING SERVICE 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.

## **SECTION 10.1 MULTIPLE LISTING SERVICE 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.

## **OWNERSHIP OF THE MULTIPLE LISTING SERVICE COMPILATIONS AND COPYRIGHTS**

### **SECTION 11**

By the act of submitting any property listing content to the Multiple Listing Service, the Participant represents that he has been authorized to grant and also thereby does grant authority for the Multiple Listing Service to include the property listing content in its copyrighted Multiple Listing 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.

### **SECTION 11.1**

All right, title and interest in each copy of every Multiple Listing Service compilation created and copyrighted by the Iowa City Area Association of REALTORS®, and in the copyrights therein, shall at all times remain vested in the Iowa City Area Association of REALTORS®.

### **SECTION 11.2**

Each Participant shall be entitled to lease from the Iowa City Area Association of REALTORS® a number of copies of each Multiple Listing Service 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 Multiple Listing Service compilation in accordance with these rules.

## **USE OF COPYRIGHTED MULTIPLE LISTING SERVICE COMPILATIONS**

### **SECTION 12 DISTRIBUTION**

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

### **SECTION 12.1 DISPLAY**

Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the Multiple Listing Service 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 Multiple Listing Service compilations.

### **SECTION 12.2 REPRODUCTION**

Participants or their affiliated licensees shall not reproduce any Multiple Listing Service compilation or any portion thereof except in the following limited circumstances.

Participants or their affiliated licensee may reproduce from the Multiple Listing Service compilation, and distribute to prospective purchasers, a reasonable number of single copies of property listing data contained in the Multiple Listing Service

compilation which relate to any properties in which prospective purchasers are or may, in judgment of the Participant or their affiliated licensees, be interested.

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables or statistical information from utilizing such information to support valuations on particular properties for a 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 reasonable estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations. (Amended 05/14)

### **SECTION 12.3 PARTICIPATION**

Where the term REALTOR<sup>®</sup> is used in this explanation of policy in connection with the word member or the word Participant, it shall be construed to mean the REALTOR<sup>®</sup> principal or principals, of this or any other association, or a firm comprised of REALTOR<sup>®</sup> principals participating in a multiple listing service owned and operated by the board. Participatory rights shall be held by an individual principal broker unless determined by the association or MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are REALTOR<sup>®</sup> members of this or any other association, or who are legally entitled to participate without association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and offer or accept cooperation and compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized users are prohibited. (Amended 11/08)

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. (Amended 5/02)

Where the terms subscriber or user are used in connection with a multiple listing service owned or operated by an association of REALTORS<sup>®</sup>, 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. (Adopted 4/92)

Under the Board of Choice policy, MLS participatory rights shall be available to any REALTOR<sup>®</sup> (principal) or any firm comprised of REALTORS<sup>®</sup> (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. (Amended 5/97)

The universal access to services component of Board of Choice is to be interpreted as requiring that MLS participatory rights be available to REALTOR<sup>®</sup> principals, or to firms comprised of REALTOR<sup>®</sup> principals, irrespective of where primary or secondary membership is held. This does not preclude an MLS from assessing REALTORS<sup>®</sup> not holding primary or secondary membership locally fees, dues, or charges that exceed those or, alternatively, that are less than those charged Participants holding such memberships locally or additional fees to offset actual expenses incurred in providing MLS services such as courier charges, long distance phone charges, etc., or for charging any Participant specific fees for optional additional services. (Amended 11/96)

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. (Adopted 11/95)

## **SECTION 12.4 ORIENTATION**

Multiple Listing Services may, as a matter of local discretion, require applicants for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided.

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.

## **SECTION 12.5 NATURE OF THE STANDARD MULTIPLE LISTING SERVICE MARK**

The NATIONAL ASSOCIATION OF REALTORS<sup>®</sup> has approved a standard multiple listing service logo (the "Logo") for use by authorized chartered association of REALTORS<sup>®</sup>, members of such associations, and multiple listing services solely owned by such association(s) pursuant to the terms set forth herein, and as further described in Membership Marks Manual.

Downloadable files and additional information about the Logo may be found on [nar.realtor](http://nar.realtor) (amended 11/20)

## **SECTION 12.6 AUTHORIZATION TO USE THE STANDARD MULTIPLE LISTING SERVICE LOGO**

Authorization to use the Logo is limited to the following authorized licensees (“Authorized Licensees”):

- a. a. Associations of REALTORS® that own or control a multiple listing service, wholly owned by REALTOR® associations, and that have certified that their governing documents comply with multiple listing policy of the National Association.
- b. b. Multiple listing services owned and/or controlled solely by an association(s) of REALTORS®, and when the governing documents of the owning or controlling association(s) of REALTORS® and/or the MLS, if a separate legal entity with separate governing documents, have certified that their governing documents comply with multiple listing policy of the National Association.
- c. c. Members of an association of REALTORS® that owns and/or controls a multiple listing service and that has certified that their governing documents comply with multiple listing policy of the National Association.
- d. Authorized Licensees use of the Logo is subject to the following limitations:
- e. The Logo may not be modified.
- f. The Logo may not be used as a lapel pin or jewelry.
- g. The Logo may be used only on stationery, printed forms, websites and within promotional materials regarding multiple listing services.
- h. Authorized Licensees acknowledge that the National Association is the exclusive owner of the Logo.
- i. The multiple listing service must cease all use of the Logo in the event it is no longer solely owned and/or controlled by an association(s) of REALTORS®.
- j. The association(s) of REALTORS® and multiple listing service must cease all use of the Logo in the event any governing documents of the association(s) of REALTORS® or the multiple listing service, if applicable, do not comply with multiple listing policy of the National Association.
- k. The National Association reserves the right to require Authorized Licensees to adhere to additional limitations on use of the Logo and to cease use of the Logo for any reason within its sole discretion. *(Amended 11/20)*

#### **SECTION 12.7 SPECIAL NOTES CONCERNING THE STANDARD MLS LOGO AND NATIONAL ASSOCIATIONS REALTOR® TRADEMARKS**

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

#### **SECTION 12.8 USE OF THE STANDARD MLS SERVICE LOGO BY NONMEMBER PARTICIPANTS**

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

#### **USE OF MULTIPLE LISTING INFORMATION**

#### **SECTION 13 LIMITATIONS ON USE OF MULTIPLE LISTING SERVICE INFORMATION**

Use of information from Multiple Listing Service compilation or current listing information, from the Association's statistical report or from any sold or comparable report of the Association or Multiple Listing Service for public mass-media advertising by a Multiple Listing Service Participant or 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 Association or its Multiple Listing Service 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 Iowa City Area Association of REALTORS® Multiple Listing Service for the period (date) through (date).

### **SECTION 13.1 REAL ESTATE TRANSACTION STANDARDS**

The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provides a vendor neutral, secure approach to exchanging listing information between 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 comply with the RETS standards by December 31, 2009, and keep current with the standard's new versions by implementing releases of RETS on at least one of the MLS's servers within one (1) year from ratification. Compliance with this requirement can be demonstrated using the RESO Compliance Certification Process. Web API data access provided to participants and subscribers must have no less than the same data available via data access methods such as RETS or FTP systems, and MLS fields that exist in the RESO Data Dictionary must be delivered in conformance with the standard. *(Amended 11/20)*

### **SECTION 13.2 CUSTOMER AND TECH SUPPORT**

The MLS must display customer service and technical support contact information on the MLS website. *(Adapted 11/20)*

### **SECTION 13.3 FAIR HOUSING POLICY**

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

## **CHANGES IN RULES AND REGULATIONS**

### **SECTION 14 CHANGES IN RULES AND REGULATIONS**

Amendments to the Rules and Regulations of the Service shall be by a 2/3 vote of the members of the Multiple Listing Service Committee, subject to approval by the Board of Directors of the Iowa City Area Association of REALTORS®.

## **INTERNET DATA EXCHANGE (IDX)**

**Note:** These model rules, originally adopted in November 2001, are updated to reflect enhancements to the IDX policy approved in November 2014.

### **SECTION 15 IDX DEFINED**

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

### **SECTION 15.1 AUTHORIZATION**

Participants' consent for display of their listings by other Participants pursuant to these rules and regulations must be established in writing. If a Participant withholds consent on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. *(Amended 5/12)*

## **SECTION 15.2 PARTICIPATION**

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

### **SECTION 15.2.1 IDX NOTIFICATION**

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

### **SECTION 15.2.2**

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 5/12)

### **SECTION 15.2.3**

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

### **SECTION 15.2.4**

Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), list price, type of property (e.g., condominiums, cooperatives, single family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency), Selection of listings displayed on any IDX site must be independently made by each Participant. (Amended 11/21)

### **SECTION 15.2.5**

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 15.2.6**

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.

### **SECTION 15.2.7**

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

### **SECTION 15.2.8**

Any IDX display controlled by a Participant or Subscriber that

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

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 15.2.9, a participant's

IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 5/12)

#### **SECTION 15.2.9**

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Adopted 5/12)

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 15.3 DISPLAY**

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

#### **SECTION 15.3.1**

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 on IDX sites.

##### **SECTION 15.3.1.1**

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

#### **SECTION 15.3.2**

Participants shall not modify or manipulate information relating to other Participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

#### **SECTION 15.3.3**

An MLS participant's IDX display must identify the listing firm and the email or phone number provided by the listing Participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. (Amended 11/21)

#### **SECTION 15.3.4**

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. "thumbnails," 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 5/12)

#### **SECTION 15.3.5**

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



### **SECTION 15.3.6**

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 15.3.7**

Deleted November 2006.

### **SECTION 15.3.8**

All listings displayed pursuant to IDX shall show the MLS as the source of information. 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 5/12)

### **SECTION 15.3.9**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability. Displays of minimal information (e.g. "thumbnails," 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 5/12)

### **SECTION 15.3.10**

The data that consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instances 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 15.3.11**

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

### **SECTION 15.3.12**

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)

### **SECTION 15.3.13**

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

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

### **SECTION 15.3.14**

Display of seller's(s') and/or occupant's(s') names(s), phone number(s), and email address(es) is prohibited.

### **SECTION 15.3.15**

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

### **SECTION 15.4**

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

## **SECTION 15.5**

A Multiple Listing Service must, upon request, promptly provide an MLS Participant (or the Participant's designee) a data feed containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all of the Participant's off-market listing content available in the MLS system. The delivery charges for the Participant's listing content shall be reasonably related to the actual costs incurred by the MLS. The data feed must be in compliance with RESO Standards as provided for in MLS Policy Statement 7.90.

**Note:** MLSs will not limit the use of the Participant's listing content by the Participant or the Participant's designee.  
(Adopted 5/20)

## **SECTION 15.6**

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

At the request of a participant, MLS must provide the single data feed for the participant's licensed uses to the participant's designee. The designee may use the single data feed only to facilitate the participant's licensed uses on behalf of that participant.  
(Amended 11/22)

## **VIRTUAL OFFICE WEBSITE RULES**

### **SECTION 16 VIRTUAL OFFICE WEBSITE RULES**

#### **Section 16.1**

(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 16 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" included 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.

(d) As used in Section 16 of these Rules, the term "MLS Listing Information" refers to active listings information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

#### **Section 16.2**

(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 16.3

(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 16.4

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 16.5

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 16.6

(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.

\_\_\_\_\_  
initials of seller

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

#### Section 16.7

(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 16.8, 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 16.8**

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 16.9**

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

#### **Section 16.10**

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 16.11**

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 16.12**

A VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price or type of property. (*Amended 11/21*)

#### **Section 16.13**

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 16.14**

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 16.15**

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

- a. Expired, withdrawn, or pending ("under contract") listings.
- 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.

#### **Section 16.16**

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 16.17**

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 16.18**

A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

#### **Section 16.19**

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 100 sold listings in response to any inquiry.

(Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule but may not be fewer than 100 listings or 5% of the listings in the MLS, whichever is less.)

#### **Section 16.20**

A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

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

#### **Section 16.21**

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

#### **Section 16.22**

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

#### **Section 16.23**

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

#### **Section 16.24**

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.

#### **Section 1 Multiple Listing Service (MLS) Defined**

A multiple listing service is:

- a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and customers and the public
- a means by which authorized participants make blanket unilateral offers of compensation to other participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law)

- a means of enhancing cooperation among participants
- a means by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers
- a means by which participants engaging in real estate appraisal contribute to common databases (Revised 11/04)

Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease). (Revised 11/94)

While offers of compensation made by listing brokers to cooperating brokers through MLS are unconditional,\* a listing broker's obligation to compensate a cooperating broker who was the procuring cause of 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. (Revised 11/98)

## **Section 2 Definition of MLS Participant (Policy Statement 7.9)**

Where the term REALTOR® is used in this explanation of policy in connection with the word member or the word participant, it shall be construed to mean the REALTOR® principal or principals, of this or any other Association, or a firm comprised of REALTOR® principals participating in a multiple listing service owned and operated by the board. Participatory rights shall be held by an individual principal broker unless determined by the Association or MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are REALTOR® members of this or any other Association, or who are legally entitled to participate without Association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and offer or accept cooperation and compensation to and from other participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an Association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification and unauthorized uses are prohibited. (Amended 11/08)

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. (Amended 5/02)

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. (Adopted 4/92)

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. (Amended 5/97)

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. (Adopted 11/95)

### **Section 3 Definitions of Various Types of Listing Agreements (Policy Statement 7.50)**

Except where state law provides otherwise, the following terms shall be defined as follows when used in rules and regulations of any multiple listing service owned or operated by one or more Associations of REALTORS®. (Amended 5/06)

**Exclusive Right-to-Sell Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker. (Amended 5/06)

**Exclusive Agency Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker. (Amended 5/06)

**Open Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker. (Amended 5/06)

**Note:** These definitions are provided to facilitate categorization of listings in MLS compilations. In any area of conflict or inconsistency, state law or regulation takes precedence. If state law permits brokers to list property, on either an exclusive or open basis, without establishing an agency relationship, listings may not be excluded from MLS compilations on the basis that the listing broker is not the seller's agent. (Adopted 11/93, Amended 5/06)

### **Section 4 Listing Content Defined (Policy Statement 7.86)**



“Listing content” as used in the National Association’s multiple listing policies, including the model MLS rules and regulations, includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (Adopted 5/06)

### **MLS Antitrust Compliance Policy**

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

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

1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services (Interpretation 14).
2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
7. Prohibit or discourage participants from taking “office exclusive” listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants (Interpretation 10).
9. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
10. Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
11. Prohibit or discourage participants or subscribers from participating in political activities (Interpretation 15).
12. Interfere in or restrict participants in their relationships with their affiliated licensees (Interpretations 16 and 17).

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

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

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

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

The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the National Association of REALTORS®. (Amended 11/04)

### **Section 3 Multiple Listing Service Reciprocal Agreements Between Associations, Contract Service for Multiple Listing Service, or Other Association Agreements Concerning the Association Multiple Listing Service (Policy Statement 7.19)**

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

1. purpose of the agreement
2. geographic territory to be served
3. rights and responsibilities of each Association and its members

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

#### **Section 4 Relationship of Association with Independent Multiple Listing Service in Association Area (Policy Statement 7.20)**

No Association may make or maintain any rule prohibiting a REALTOR® from participating in an independent multiple listing service. Associations shall take every action necessary to avoid responsibility and liability for the policies, practices, conduct and activities of any unaffiliated multiple listing service not owned and operated by it. In this connection the Association shall document by letter to such independent multiple listing service that the Association has no relationship or agreement with the service, no jurisdiction over the service, and no responsibility for it. (Amended 2/94)

This policy statement is not intended to prohibit Associations from entering into cooperative relationships with independent multiple listing services (that limit participation to appropriately licensed or certified individuals or firms), including reciprocity agreements, regionalization agreements, and other forms of cooperative venture. (Adopted 2/94)

Such agreements may limit coverage under the National Association's blanket errors and omissions insurance policy and Associations will want to ascertain the extent of insurance coverage, and the availability of coverage from other sources, prior to entering into such agreements. (Adopted 2/94)

Explanation: A primary responsibility of an Association of REALTORS® is to protect the interests of the Association and its members. With respect to an unaffiliated independent multiple listing service not owned or controlled by the Association, or that is not party to an agreement with the Association, the Association has no jurisdiction over such multiple listing service and can, therefore, assume no responsibility for it or its actions. Positive effort should, therefore, be made to establish clearly that there is no relationship between the Association of REALTORS® and the independent multiple listing service even though some or all of the multiple listing service participants may also be members of the Association, and that no direct or indirect control is exercised by the Association in connection with said independent multiple listing service. Such effort by the Association should be documented to provide a basis for extricating the Association from any litigation which may be brought against the independent multiple listing service and which may also name the Association as a party to such litigation. (Amended 2/94)

#### **Section 5 Information Related to Listings of Commercial and Industrial Property (Policy Statement 7.33)**

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

CIE fees, dues and charges: CIE participants must be given the option of a no-cost waiver for any licensee or licensed or certified appraiser who does not use the service and who can demonstrate subscription to a different CIE or MLS where their principal is a participant. CIEs may, at local discretion, require that broker participants sign a certification for nonuse of the CIE's services by their licensees, which can include penalties and termination of the waiver if violated. (Adopted 05/18 and Amended 08/18 [Leadership Team])

#### **Section 6 Service Area of Association Multiple Listing Service (Policy Statement 7.42)**

The service area of multiple listing services owned and operated by Associations of REALTORS® is not limited to the jurisdiction of the parent Association(s) of REALTORS®. Rather, Associations are encouraged to establish multiple listing services that encompass natural market areas and to periodically reexamine such boundaries to ensure that they encompass the relevant market area. While

Associations are encouraged to work cooperatively to establish market area multiple listing services, the absence of such an agreement shall not preclude any Association from establishing and maintaining a multiple listing service whose service area exceeds that of the parent Association(s) jurisdiction. MLSs may not require other offices of a firm to participate in the MLS if any office of that firm participates in that MLS. (Revised 11/17)

## **Operational Issues**

### **Section 1 Procedures to Be Followed by an Association of REALTORS® Upon Demand for Access to the Association's Multiple Listing Service without Association Membership (Policy Statement 7.25)**

In states other than California, Georgia, Alabama, and Florida, whenever an Association is confronted with a request or demand by an individual for access to the Association's multiple listing service without membership in the Association, member Associations are advised that the Association should immediately advise both the state Association and the Member Policy Department of the National Association, and the recommended procedures will be provided to the member Association with any other pertinent information or assistance. It is important that the state Association and National Association be advised immediately if such request or demand for access to the Association MLS as described is received.

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

An Association may require any applicant for commercial information exchange participation or commercial/industrial MLS participation and any licensee affiliated with the CIE or C/I MLS participant who has access to and use of CIE or C/I MLS-generated information to complete an orientation program of no more than twelve (12) classroom hours devoted to the CIE or C/I MLS rules and regulations and computer training related to the CIE or C/I MLS information entry and retrieval. (Amended 11/96)

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

### **Section 3 MLS Indoctrination Requirements Relating to Individuals Entitled to Participation without Association Membership (Policy Statement 7.38)**

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

1. confirmation applicant has a valid, current, real estate license or certificate
2. applicant's written application and agreement to abide by the MLS rules and regulations
3. applicant's completion of any required MLS orientation on MLS bylaws, MLS rules and regulations, other MLS related policies or procedures, and computer training related to MLS information entry and retrieval within a reasonable time not to exceed thirty (30) days, and
4. payment of all required initial MLS fees or charges If any examination on the MLS orientation is given, it shall be an open-book, no-pass, no-fail examination for programmed learning purposes only. (Amended 11/04)

### **Section 4 Inclusion of Exclusive Agency Listings in MLS Compilations and Databases (Policy Statement 7.41)**

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

**Explanation:** This policy shall not be construed as requiring participants to accept exclusive agency listings if they determine acceptance is not in their best interest or the best interest of clients or customers. However, this policy does preclude collective agreements between participants affiliated with different firms or others to refuse to accept exclusive agency listings or to refuse to accept offers of compensation extended through the multiple listing service or otherwise. This policy contemplates multiple listing services will clearly distinguish between exclusive right-to-sell and exclusive agency listings in multiple listing compilations and databases to prevent confusion about the rights and obligations of brokers who cooperate in the sale of such listings. (Amended 11/04)

### **Section 5 Effective Date of Changes in Multiple Listing Policy (Policy Statement 7.51)**

To ensure consistent, uniform understanding of and compliance with the multiple listing policies of the National Association, all changes incorporated into the National Association's Handbook on Multiple Listing Policy become effective January 1 of the year

following their approval by the Board of Directors of the National Association of REALTORS®. Unless specifically provided otherwise by the National Association’s Board of Directors, Associations and multiple listing services shall have sixty (60) days from the effective date of new or amended policies to adopt them locally. (Amended 05/15)

## **Section 8 Categorization of MLS Services, Information, and Products (Policy Statement 7.57)**

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

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

- active listing information
- information communicating compensation to potential cooperating brokers.

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

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

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

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

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

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

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

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

While no participant can be required to use, participate in, or pay for information, services, or products defined in this policy statement as optional, an MLS may, as a matter of local determination, bill all participants (or, where appropriate, subscribers) for optional information, services, or products provided that participants (or, where appropriate, subscribers) may decline such information,

services, or products and not be charged for them. In such cases, the MLS must make all participants and subscribers aware, in advance, of their right to decline any such service, product, or information.

None of the foregoing precludes an Association or MLS from utilizing Association or MLS reserves, dues, or fees or special assessments (as otherwise provided for in the Association or MLS governing documents) to acquire assets (including hardware and software) necessary to make optional information, services, or products available to participants and subscribers, provided any funds used to acquire assets or initiate services will be reimbursed out of the proceeds realized from the sale or lease of such information, services, or products. Associations of REALTORS® and MLSs may make nominal administrative expenditures out of reserves, dues, or fees to initiate or maintain optional services and products. (Amended 05/13)

### **Section 9 Changes in MLS Rules and Regulations (Policy Statement 7.81)**

Amendments to MLS rules and regulations are subject to approval by the board of directors of the parent Association(s) of REALTORS®. (Adopted 11/04)

### **Section 12 Real Estate Transaction Standards (RETS) and RESO Standards (Policy Statement 7.90)**

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

### **Section 13 Orientation and Other Training (Policy Statement 7.92)**

Multiple listing services may, as a matter of local discretion, require applicants for MLS participation and licensees (including licensed or certified appraisers) affiliated with an MLS participant who have access to and use of MLS-generated information to complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations, computer training related to MLS information entry and retrieval, and the operation of the MLS within thirty (30) days after access has been provided. Participants and subscribers may also be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any (12) twelve-month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/17)

### **Section 14 Submission of Photographs or Other Graphic Representations (Policy Statement 7.93)**

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 15 Submission of Legally-required Seller Disclosure Information (Policy Statement 7.94)**

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 16 Price Change Information (Policy Statement 7.95)**

MLSs are not required to track or report price change information other than the most recent increase or decrease in the price of current listings. If such information (either with respect to a current listing or to prior listings of that property) is tracked by an MLS and made available to participants and subscribers, neither it nor any information from which it may be determined shall be classified as confidential nor may participants be prohibited from making such information available to clients and customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such

information in advertisements, including IDX display, of other participants' listings as a matter of local option. (Adopted 5/10, Amended 5/11)

### **Section 17 Days/Time on Market Information (Policy Statement 7.96)**

MLSs are not required to track or report days/time on market information (i.e., the length of time a property has been listed for sale pursuant to a current listing agreement or prior listing agreements, whether with the same or different listing brokers or firms). If such information is tracked by an MLS and made available to participants and subscribers, neither it nor any information from which it may be determined (such as the current list date, or prior list and expiration dates) shall be classified as confidential, nor may participants be prohibited from making such information available to clients or customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other participants' listings as a matter of local option. (Adopted 5/10, Amended 5/11)

### **Section 19 Customer Service and Tech Support (Policy Statement 8.2)**

The MLS must display customer service and technical support contact information on the MLS website. (Adopted 11/20)

### **Section 20 Fair Housing Policy (Policy Statement 8.1)**

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

### **Section 1 Waivers of MLS Fees, Dues, and Charges (Policy Statement 7.43)**

Recurring MLS fees, dues, and charges may be based upon the total number of real estate brokers, sales licensees, and licensed or certified real estate appraisers affiliated with or employed by an MLS participant. (Amended 11/17)

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 that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. (Amended 5/18 and 8/18)

### **Section 2 Assessment of MLS Fees, Dues, and Charges (Policy Statement 7.45)**

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

### **Section 3 Nature of the Standard Multiple Listing Service Mark**

The National Association of REALTORS® has approved a standard multiple listing service logo (the "Logo") for use by authorized chartered Associations of REALTORS®, members of such Associations, and multiple listing services solely owned by such Association(s) pursuant to the terms set forth herein, and as further described in the Membership Marks Manual.

Downloadable files and additional information about the Logo may be found on nar.REALTOR. (Amended 11/20)

### **Section 11 Listings of Expelled Participants (Policy Statement 7.68)**

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

expelled participant shall be advised in writing of the intended removal so that the expelled participant's clients can be advised. (Adopted 11/04)

### **Section 13 Submission of Offers (Policy Statement 7.72)**

As required by Standard of Practice 1-7, listing brokers will continue to submit written offers to their seller-clients until closing unless precluded by law, government rule or regulation, or unless agreed otherwise in writing between the seller and the listing broker. Except where a subsequent offer is contingent upon termination of an existing contract, listing brokers shall recommend that sellers obtain the advice of legal counsel prior to accepting any subsequent offer. (Adopted 11/04)

### **Section 14 Reporting Resolutions of Contingencies (Policy Statement 7.76)**

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

### **Section 15 Reporting Cancellation of Pending Sales (Policy Statement 7.77)**

MLS participants shall promptly report to MLS that a pending sale has been cancelled and the listing, if still in effect, will be reinstated in the MLS compilation. (Adopted 11/04)

### **Section 18 Compilation of Current Listing Information (Policy Statement 7.39)**

Any compilation of current listing information shall display the following notice in a conspicuous manner:

***Notice to Association Members***

*Under the long-established policy of this association, the (state) association of REALTORS®, and the NATIONAL ASSOCIATION OF REALTORS®:*

- 1. The broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the broker and his or her client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the listing agreement.*
- 2. The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker. (Amended 4/92)*

In addition, it is recommended that all Associations publish this notice to their general membership at least annually. Every Association operating a multiple listing service is required to certify to the National Association that the notice to Association members concerning the negotiability of brokerage commissions, subagency compensation, and compensation to buyer's agents has been reproduced in their compilation of current listing information. Further, Associations that do not operate an MLS shall publish the notice to Association members in their newsletter or other vehicle for membership information dissemination and shall so certify to the National Association. (Amended 11/88)

### **Section 19 Reproduction of MLS Information (Policy Statement 7.79)**

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 participants or their affiliated licensees, be interested. Nothing contained herein shall be construed to preclude any participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the participant. Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the participant and those licensees affiliated with the participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be

available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14)

### **Section 20 Property Addresses (Policy Statement 8.9)**

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

### **Section 21 Non-filtering of Listings (Policy Statement 8.5)**

MLS participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are searchable by and displayed to consumers based on the level of compensation offered to the cooperating broker or the name of a brokerage or agent. (Adopted 11/21)

### **Section 1 Reporting Sales to the MLS (Policy Statement 7.75)**

Sales of listed property, including sales prices, shall be reported promptly to the MLS by listing brokers. If negotiations were carried on directly between a cooperating participant and the seller, the cooperating broker shall report the accepted offer and price to the listing broker, and the listing broker shall report that information to the MLS. Listing agreements should also include provisions expressly granting the listing broker the right to authorize dissemination of sales price information by the MLS to its participants.

**\*Note:** In disclosure states, if the sale price of a listed property is recorded, then reporting of the sale price may be required by the MLS.

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 regarding confidentiality:** 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. (Amended 11/11)

### **Section 2 Withdrawn Listings (Policy Statement 7.64)**

Listings may be withdrawn from a multiple listing service by participants prior to the listing’s expiration date. As a matter of local discretion, MLSs may require that a copy of the agreement authorizing withdrawal be submitted. (Adopted 11/04)

### **Section 3 Inclusion of Expired or Withdrawn Listings in an Association’s Comparable Report or Other Report of Statistical Information (Policy Statement 7.36)**

Any information concerning expired or withdrawn listings included in an Association’s comparable report or other report of statistical information shall be clearly indicated as expired or withdrawn so that the users of such information will be aware of the actual status of such listings.

### **Section 1 Statistical Reports (Policy Statement 7.3)**

MLSs may, as a matter of local determination, make statistical reports, sold information, and other informational reports derived from the MLS available to REALTORS® who do not participate in the MLS but who are engaged in real estate brokerage, management, appraising, land development, or building. Additional expenses incurred in providing such information to REALTORS® who do not participate in the MLS may be included in the price charged for such information. Any information provided may not be transmitted,



retransmitted, or provided in any manner to any individual, office, or firm, except as otherwise authorized in the MLS rules and regulations.

MLSs may, as a matter of local determination, provide statistical reports, sold information, and other informational reports derived from the MLS to government agencies. MLSs may, as a matter of local discretion, require that such agencies (or representatives of such agencies) hold an appropriate form of membership in the MLS or in the Association of REALTORS® as a condition of such access. (Amended 11/21)

## **Section 1 Internet Data Exchange (IDX) Policy (Policy Statement 7.58)**

### **Print and Electronic**

The IDX policy gives MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout this policy, "display" includes "delivery" of such listings. 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. (Amended 05/17)

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 receiving 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, conspicuous, written or verbal identification of the name of the brokerage firm under which the participant operates, 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 05/17)

To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, sold\* listing data starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address does not appear on the Internet or other electronic forms of display or distribution. 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. (Amended 5/17)

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), or type of listing (e.g., exclusive right-to-sell or exclusive 25 agency). Selection of IDX listings to be displayed must be independently made by each participant. (Amended 11/21)
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) or for audio delivery of listing content. Minimal displays are exempt from the disclosure requirements established in this policy but only when linked directly to a display that includes all required disclosures. Audio delivery of listing content is exempt from the disclosure requirements only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)
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. 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)
11. Participants shall not modify or manipulate information relating to other participants’ listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This 26 requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 05/15)
12. 12. An MLS participant’s IDX display must identify the listing firm, and the email or phone number provided by the listing Participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. (Amended 11/21))

### Policies Applicable to Multiple Listing Services

MLSs must designate compensation fields as non-confidential and make them available for display via participants’ and subscribers’ IDX and VOW displays. (Amended 11/21)

The following guidelines are recommended but not required to conform to National Association policy. MLSs may:

- a. prohibit display of expired or withdrawn listings\* (Amended 5/21)
- b. prohibit display of confidential information fields intended for cooperating brokers rather than consumers including showing instructions and property security information. (Amended 5/21)
- c. prohibit display of the type of listing agreement, e.g., exclusive right to sell, exclusive agency, etc.
- d. prohibit display of seller’s(s’) and occupant’s(s’) name(s), phone number(s), and e-mail address(es)
- e. require that the identity of listing agents be displayed
- f. require that any display of other participants’ listings indicate the source of the information being displayed
- g. require that other brokers’ listings obtained from other sources, e.g., from other MLSs, from non-participating brokers, etc., display the source from which each such listing was obtained
- h. require participants to indicate on their websites and in any other IDX display that the information being provided is for consumers’ personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. (Amended 05/12)
- i. establish reasonable limits on the amount of data/number of listings that consumers may retrieve or download in response to an inquiry. Such number shall be determined by the MLS, but in no instance may the limit be fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is less. (Amended 11/17)
- j. limit the right to display other participants’ listings to a participant’s office(s) holding participatory rights in the same MLS.
- k. require a notice on all MLS data displayed indicating that the data is deemed reliable but is not guaranteed accurate by the MLS. Participants’ IDX sites and displays may also include other disclaimers necessary to protect the participant and/or the MLS from liability. (Amended 05/12)

This policy acknowledges that the disclosures required under Subsections 5, 6, 7, 8, and 11 (above) may not be possible in displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of 200 characters or less) or for audio delivery of listing content. Minimal displays are exempt from the disclosure requirements established in this policy but only when linked directly to a display that includes all required disclosures. Audio delivery of listing content is exempt from disclosure requirements only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. (Amended 5/17)

## Additional Local Issues/Options

- a. Where MLS participatory rights are available to non-member brokers or firms as a matter of law or local determination, the right to IDX display of listing information may be limited, as a matter of local option, to participants who are REALTORS®. (Amended 05/12)
- b. MLSs may, but are not required to, limit the right to display listing information available pursuant to IDX to MLS participants licensed as real estate brokers.
- c. MLSs may, but are not required to, limit the right to display listing information pursuant to IDX to MLS participants engaged in real estate brokerage. (Amended 11/09)
- d. MLSs may, but are not required to, allow non-principal brokers and sales licensees affiliated with MLS participants to use information available through IDX to populate their own websites or to use in other IDX displays. Even if use of information through IDX is provided to non-principal brokers and sales licensees affiliated with MLS participants, such use is subject to the affiliated participants' consent and control and the requirements of state law and/or regulation, and MLS rules. (Amended 05/12)
- e. MLSs cannot prohibit participants from downloading and displaying or framing other brokers' listings obtained from other sources, e.g., other MLSs, non-participating brokers, etc., but can, as a matter of local option, require that listings obtained through IDX feeds from REALTOR® Association MLSs be searched separately from listings obtained from other sources. (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)
- f. MLSs may, as a matter of local option, charge the costs of adding or enhancing their downloading capacity to participants who will download listing information. Assessment of such costs should reasonably relate to the actual costs incurred by the MLS. (Amended 11/06)
- g. MLSs may prohibit advertising controlled by participants (including co-branding) on any pages displaying IDX-provided listings. (Amended 05/12)
- h. MLSs permitting advertising (including co-branding) on pages displaying IDX-provided listings may prohibit deceptive or misleading advertising (including co-branding).
- i. For purposes of this provision, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Amended 11/09)
- j.

### **Section 2 Use of MLS Information in Advertising and Other Public Representations (Policy Statement 7.80)**

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

Any print or non-print form of advertising or other public representation based in whole or in part on information supplied by the MLS must clearly disclose the source of the information and the period of time over which such claims are based. (Adopted 11/04)

### **Section 3 Transmittal of Participants' Listings to Aggregators (Policy Statement 7.87)**

MLSs are not required to transmit participants' listings to third-party aggregators or to operate a public website displaying listing information. If an MLS transmits participants' listings to third-party aggregators and/or operates a public website displaying listing information, all exclusive listings, regardless of type, will be included in the data feed (unless a participant withholds consent for such transmission), except that MLSs may exclude from such data feed any listing where both of the following conditions are present:

- a. the listed property's street address or a graphic display of the property's specific location will be displayed to the public; and
- b. the seller displays on the property a "for sale by owner" sign or other sign or notice indicating that the seller is soliciting direct contact from buyers. (Adopted 11/06)

#### **Section 4 Electronic Display of Other Participants' Listings (Policy Statement 7.98)**

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, except as otherwise provided for in the IDX rules. 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. (Amended 5/17) 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 1 Participation Should Be Optional**

No REALTORS® shall be required to participate. A requirement to participate in a multiple listing service in order to gain and maintain REALTOR® membership is an inequitable limitation on its membership (from Official Interpretation No. 1 of Bylaws, Article I, Section 2, adopted by the Board of Directors of the National Association, November 15, 1960). However, if a REALTOR® chooses to participate in the activity, the REALTOR® should be required to exchange information on the same basis, according to the same rules and costs imposed on all who participate.

#### **Section 4 MLS Participation by Brokers Acting as Agents of Potential Purchasers (Policy Statement 7.40)**

Since the MLS is an Association service by which the participants make a blanket unilateral offer of compensation to the other participants with respect to listings for which they are an agent, no Association or Association MLS may make or maintain a rule which would preclude an individual or firm, otherwise qualified, from participating in an Association MLS solely on the basis that the individual or firm functions, to any degree, as the agent of potential purchasers under a contract between the individual (or firm) and the prospective purchaser (client). However, in instances where the participant is representing the potential purchaser as an agent, the participant cannot function simultaneously as the subagent of the listing broker without buyer and seller consent or as provided by state law; cannot accept compensation from the listing broker without the express consent of all parties to the transaction; and must make his true position clearly known to all interested parties at first contact. (Amended 11/96)

#### **Section 6 Immediate Access to MLS by Association Members if Provided to Nonmember (Policy Statement 7.14)**

Where the multiple listing service of an Association of REALTORS® is required by law to provide access to nonmembers and immediate access is provided to such nonmembers, similar immediate access shall be provided to applicants for membership in the Association of REALTORS® subject to any required orientation in multiple listing policies and procedures. Otherwise, the application for Association membership shall be processed in the normal manner. (Amended 11/04)

Such access to MLS shall be provided to applicants for Association membership as described, waiving the provisions of Interpretations No. 9 and No. 18, Official Interpretations of Article I, Section 2, Bylaws of the National Association, and of Point 5 of the Membership Qualification Criteria of the National Association for Applicants for REALTOR® Members Who Are Sole Proprietors, Partners, Corporate Officers, or Branch Office Managers in a Real Estate Firm. (Amended 11/04)

After providing such access to MLS, the applications of such applicants for Association membership should proceed on a normal basis and all Association membership qualifications and all Official Interpretations of Article I, Section 2, Bylaws of the National Association have full force and effect. (Amended 11/04)

#### **Section 7 Presentation of Offers (Policy Statement 7.71)**

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

1. where the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or

2. after reasonable efforts a cooperating broker cannot contact the listing broker or the listing broker's representative. However, listing brokers, at their discretion, may preclude any direct contact or negotiations by cooperating brokers. (Adopted 11/04)

### **Section 9 Rights of Cooperating Brokers in Presentation of Offers (Policy Statement 7.73)**

Cooperating participants or their representatives have the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. They do not have the right to be present at any discussion or evaluation of the offer by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for presentation of offers.

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

### **Section 10 Rights of Listing Brokers in Presentation of Counter-offers (Policy Statement 7.74)**

Listing participants or their representatives have the right to participate in the presentation of any counter-offer made by a seller or a lessor. They do not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is a sub-agent). However, if a purchaser or lessee gives written instructions to the cooperating broker that the listing broker may not be present when a counter-offer is presented, the listing broker has a right to a copy of those instructions. (Adopted 11/04)

### **Section 12 Arbitration (Policy Statement 7.4)**

Arbitration facilities of an Association of REALTORS® may be invoked by a nonmember participant in the multiple listing service, who can also be compelled to arbitrate using the Association's facilities. (Amended 11/96)

### **Section 13 Lease of MLS Compilations (Policy Statement 7.78)**

MLS participants are entitled to lease print or electronic copies of MLS compilations in sufficient number to provide the participant and each authorized individual affiliated with the participant with one copy of such compilation subject to payment of applicable fees and charges. (Adopted 11/04)

### **Section 14 Caravans (Policy Statement 7.2)**

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

### **Section 15 Ownership of Listing and Listing Content (Policy Statement 7.85)**

The listing broker owns the listing agreement. Prior to submitting a listing to the MLS, the listing broker should own, or have the authority to license all listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to be published in the MLS compilation of listing information. (Amended 5/16)

Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants' consent. Such consent cannot be required as a condition of obtaining or maintaining MLS participatory rights. MLSs may presume such consent provided that listing brokers are given adequate prior notice of any intended use unrelated to the defined purpose of MLS, and given the opportunity to affirmatively withhold consent for that use.

Participants cannot be required to transfer ownership rights (including intellectual property rights) in their listings or listing content to MLS to obtain or maintain participatory rights except that MLSs may require participants to grant the licenses necessary for storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. MLSs may also require participants to warrant that they have the rights in submitted information necessary to grant these rights to MLS. (Adopted 5/05, Amended 5/16)

### **Section 18 Right of Participant to MLS Data Feed of Listing Content (Policy Statement 8.3)**

A Multiple Listing Service must, upon request, promptly provide an MLS Participant (or the Participant's designee) a data feed containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all of the Participant's off-market listing content available in the MLS system. The delivery charges for the Participant's listing content shall be reasonably related to the actual costs incurred by the MLS. The data feed must be in compliance with RESO Standards as provided for in MLS Policy Statement 7.90.

**Note:** MLSs will not limit the use of the Participant's listing content by the Participant or the Participant's designee. (Adopted 5/20)

### **Section 19 One Data Source (Policy Statement 8.6)**

MLSs must offer a participant a single data feed in accordance with a participant's licensed authorized uses. At the request of a participant, MLS must provide the single data feed for that participant's licensed uses to that participant's designee. The designee may use the single data feed only to facilitate that participant's licensed uses on behalf of that participant. (Amended 11/21)

### **Section 20 Brokerage Back Office Feed (Policy Statement 8.7)**

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

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

- Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant.
- Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law.
- Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant.
- Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution. BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant's designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.
- There is no option for participants to opt-out their listings from the Brokerage Back Office Feed Use as defined.
- "Terms" mean the following:
- MLSs may impose reasonable licensing provisions and fees related to participant's license to use Brokerage Back Office Feed Data. MLSs may require the participant's designee to sign the same or a separate and different license agreement from what is signed by the participant. Such provisions in a license agreement may include those typical to the MLS's data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
- Use of roster information may be limited by the MLS participation agreement and license agreements.
- Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.
- MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that "Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants' consent." (Adopted 11/21)

### **Section 1 Information Specifying the Compensation on Each Listing Filed with a Multiple Listing Service of an Association of REALTORS® (Policy Statement 7.23)**

In filing property with the multiple listing service, participants make 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 by the listing broker to the other MLS participants. This is necessary because cooperating participants have the right to know what their compensation will be prior to commencing their efforts to sell.\* (Revised 11/04)

The listing broker retains the right to determine the amount of compensation offered to subagents, buyer agents, or to brokers acting in other agency or nonagency capacities, which may be the same or different. (Revised 11/96)



This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on his listings as published by the MLS, provided the listing broker informs the other broker in writing in advance of their 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 05/10)

While offers of compensation made by listing brokers to cooperating brokers through MLS are unconditional (except where MLS rules create specific exceptions as specified elsewhere in this policy statement), a listing broker's obligation to compensate a cooperating broker who was the procuring cause of 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)

The 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 multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

**Note 1:** The compensation specified on listings filed with the multiple listing service by the participants of the 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 a 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 their submitting an offer to purchase. (Amended 5/10)

Multiple listing services shall not publish listings that do not include an offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount, nor shall they include general invitations by listing brokers to other participants to discuss terms and conditions of possible cooperative relationships. (Amended 11/96)

**Note 2:** 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 3:** Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in MLS rules, short sales are defined as a transaction where title transfers, where the sales 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 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, 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 the 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 \_\_\_\_\_ 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 3 Display of the Listing Broker's Offer of Compensation (Policy Statement 8.8)**

MLSs must include the listing broker's offer of compensation for each active listing displayed on its consumer-facing website(s) and in MLS data feeds provided to participants and subscribers and must permit MLS participants or subscribers to share such information through IDX and VOW displays or through any other form or format provided to clients and consumers. The information about the offer of compensation must be accompanied by a disclaimer stating that the offer is made only to participants of the MLS where the listing is filed. (Amended 11/21)

### **Section 1 Lock Box Security Requirements (MLS Policy Statement 7.31)**

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 by a recognized lock-box vendor on behalf of an Association or MLS: (Amended 5/17)

1. Types of keys. Any physical or electronic key, programmer, or other device (hereinafter referred to as key) by which a lockbox can be opened, must be non-duplicative. Being non-duplicative means that it cannot be readily copied in the manner that other types of keys ordinarily are. (Amended 5/17)
2. A mobile device (such as, a smart phone, tablet, fob, etc.) can transmit a key to access a lockbox using standard protocols, including, Bluetooth, ZigBee, infrared technology, and others. The applications and software used by mobile devices must contain security controls to allow only authorized users access to the lockbox. (Adopted 5/17) As a matter of local discretion, the listing broker or agent can issue temporary codes/ access to the lockbox and property on terms and conditions agreed to in advance by the seller. Temporary codes/access must expire within seventy-two (72) hours after being issued or must be under the control of the listing broker or agent. Temporary codes must be a minimum field size of five (5) characters. (XX,XXX) (Adopted 5/17)
3. Security protocols. Keys must be obtained from the original manufacturer, from a recognized vendor of lockbox systems or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, Associations and MLSs must obtain sufficient information from the original manufacturer and surrounding Associations and MLSs in order to determine whether the key's pattern, code, or configuration is already in use. (Amended 5/17) Electronic lockboxes and electronic keys running on mobile devices must incorporate security protocols to prevent the following types of cyber-attacks:
  - where an unauthorized user can override or escalate their security credentials
  - where the communication session between the electronic lockbox and key are recorded and played back later to gain unauthorized access
  - forging of electronic credentials that could allow an unauthorized user the ability to masquerade as an authorized user
  - digitally signed updates to electronic keys running on mobile devices or electronic lockbox firmware plus a secured update process to prevent unauthorized software from being introduced into the lockbox system
  - transmission(s) of frequencies to deceive the lockbox electronics into opening (Adopted 5/17)
4. Availability of lockbox system and keys. Any lockbox system must be designated as either an activity of an Association of REALTORS® or an Association-owned and operated MLS. (Amended 5/17)
5. If the lockbox 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)
6. If the lockbox system is an activity of an Association-owned and operated MLS, then every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS. (Amended 5/17)
7. As a matter of local discretion, Associations and MLSs can determine that key lease agreements executed by non-principal brokers, sales licensees, unlicensed personal assistants, administrative and clerical staff, and licensed, certified, or those seeking to be licensed or certified as appraisers, must also be cosigned by the designated REALTOR® or the office's broker of record. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the Association or MLS that relate to the operation of the lockbox system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the keyholder, except as provided elsewhere in this statement of policy. (Amended 5/17)
8. Associations and MLSs may, at their discretion, lease keys to affiliate members of Associations who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the keyholder and by a principal, partner, or corporate officer of the keyholder's firm. (Adopted 5/17)

9. Individuals may be required to pay lockbox costs as part of Association dues or as part of MLS participation fees pursuant to MLS Policy Statement 7.57, Categorization of MLS Services, Information, and Products and pursuant to NAR Bylaws Official Interpretation #32. No one shall be required to lease a key from the Association except on a voluntary basis. (Adopted 5/17)
10. Associations and MLSs may refuse to sell or lease lockbox keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual who has been convicted of a crime within the past seven (7) years under the following circumstances: (Amended 5/17)
  - a. A. The Association or MLS determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and (Amended 5/17)
  - b. B. The Association or MLS gives the individual an opportunity to provide and the Association or MLS must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:
    - i. i) the individual's age at the time of the conviction(s)
    - ii. ii) nature and seriousness of the crime
    - iii. iii) extent and nature of past criminal activity
    - iv. iv) time elapsed since criminal activity was engaged in
    - v. v) rehabilitative efforts undertaken by the applicant since the conviction(s)
    - vi. vi) facts and circumstances surrounding the conviction(s) and
    - vii. vii) evidence of current fitness to practice real estate (Amended 5/17)
11. Associations and MLSs should be sure to evaluate individuals uniformly and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history. (Amended 5/17)
12. Associations or MLSs may suspend the right of lockbox keyholders to use lockbox keys following their arrest and prior to a final determination on any such charge if, in the determination of the Association or MLS, the charge relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk. (Amended 5/17)
13. Audit requirement. Associations or MLSs shall maintain current records as to all keys issued and in inventory, including registered users accessing lockboxes through applications and software used by mobile devices. 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 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. (Amended 5/17)
14. Seller authority required. Lockboxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or any other written document. Inclusion in MLS compilations cannot be required as a condition of placing lockboxes on listed property. (Amended 5/17)
15. Reporting missing keys. Associations or MLSs must charge keyholders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the Association or MLS. Upon receipt of notice, the Association or MLS must take any steps deemed necessary to resecure the system. (Amended 5/17)
16. 7. Rules and procedures governing lockbox systems. Associations or MLSs must adopt written, reasonable, and appropriate rules and procedures for administration of lockbox 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 or MLS and set forth in the rules and procedures. All keyholders, whether or not they are Association members or MLS participants, shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lockbox system. (Amended 5/17)

17. Key lease agreements may contain a liquidated damages provision to offset some or all of the costs in reestablishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the keyholder. (Amended 11/97)
18. Issuing electronic programmers or keypads on a temporary basis. In the event electronic lockbox 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 keyholders 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 two (2) business days after possession of the previously issued programmer or keypad has been reassumed. (Amended 5/17)
19. Requiring "approved" lockbox systems. As a matter of local discretion, Associations and MLSs may require placement of an "approved" lockbox on listed properties if any device giving access to real estate professionals or service providers is authorized by the 43 seller and occupant and is placed on the property. The purpose of this requirement, if adopted by an Association or MLS, is to ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a lockbox or other access device be "approved" does not limit the devices that satisfy the requirement to lockboxes leased or sold by an Association or MLS. The Association or MLS may require that the devices be submitted in advance for approval, and the access device may be any lockbox or other access device that provides reasonable, timely access to listed property. The Association or MLS also may revoke the approval or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. (Amended 05/17)

## **Section 2 Lock Box Key Deposits (Policy Statement 7.32)**

Any funds accepted by a member Association or Association MLS as deposits for lockbox keys shall be retained by the Association or its MLS in a separate account so that the funds will be available to be refunded to depositors upon return of the lockbox key to the Association or its MLS. The funds deposited are to be retained for this purpose only and are not to be utilized in any other manner. The separate fund may be an interest bearing account with the interest retained by the Association or Association MLS unless as a requirement of law, or at the discretion of the Association or Association MLS, such interest shall be paid to the depositors.

## **Section 4 Minimum Security Measures for Centralized Key Repositories of Association Multiple Listing Services (Policy Statement 7.47)**

1. A centralized key repository is defined as a system operated by a multiple listing service which enables a participant to place keys to listed property in a central location to be made available to other participants and their affiliated sales licensees to facilitate the showing of listed property.
2. Use of the system must be strictly limited to participants and their affiliated sales licensees.
3. Keys to listed property may not be submitted unless the property is exclusively listed by the participant and the listing agreement includes a provision whereby the seller specifically authorizes the listing participant to place keys in the system. In lieu of such authorization in the listing agreement, the MLS may require the seller's authorization be provided on a separate document prepared by the MLS.
4. All keys to listed property must be stored in a locked, secure area in the Association or MLS office.
5. All keys become the property of the Association or MLS.
6. No key may be issued without the consent of the listing office. Any individual requesting a key must indicate, in writing, who in the listing office has authorized the showing.
7. All keys must be coded in a manner which prevents their identification with a particular property until issued by an authorized representative of the Association or MLS.
8. Lost or stolen keys must be reported to the Association or MLS as quickly as possible.
9. A police report must be filed as quickly as possible whenever a key is lost or stolen.
10. Any person losing a key must immediately advise the property owner and the listing broker and offer to have all necessary locks changed as quickly as possible.
11. The issuance of keys must be discontinued immediately upon request of the seller.
12. Keys must be issued for a specified period of time and failure to return a key within the allotted time shall be considered as a violation of the rules or procedures. When a key is more than twenty-four (24) hours overdue, the Association or MLS must

contact the person to whom the key was issued and the principal broker or branch manager of the firm to confirm the key has not been lost or stolen and to request its immediate return.

13. Keys must be destroyed upon expiration of the listing or upon closing (whichever occurs first) or earlier at the direction of the listing participant.
14. All rules and procedures for the operation of any centralized key repository must be in writing and be submitted to the National Association for review and approval prior to implementation.
15. Any Association member or employee involved in the administration or operation of the system shall be bonded.

## **Virtual Office Websites (VOW) Policy (Policy Statement 7.91)**

### **I. Definitions and Scope of Policy**

1. For purposes of this policy, the term “Virtual Office Website” (VOW) refers to a participant’s Internet website, or a feature of a participant’s Internet 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 data, subject to the participant’s oversight, supervision, and accountability.
  - a. A participant may designate an “Affiliated VOW Partner” (AVP) to operate a VOW on behalf of the participant, subject to the participant’s supervision and accountability and the terms of this policy.
  - b. A non-principal broker or sales licensee affiliated with a participant may, with the participant’s consent, operate a VOW or have a VOW operated on its behalf by an AVP. Such a VOW is subject to the participant’s supervision and accountability and the terms of this policy.
  - c. Each use of the term “participant” in this policy shall also include a participant’s non-principal brokers and sales licensees (with the exception of references in this section to the “participant’s consent” and the “participant’s supervision and accountability,” and in Section III.10.a., below, to the “participant acknowledges”). Each reference to VOW or VOWs herein refers to all VOWs, whether operated by a participant, by a non-principal broker or sales licensee, or by an AVP.
2. The right to display listings in response to consumer searches is limited to display of MLS data supplied by the MLS(s) in which the participant has participatory rights. This does not preclude a firm with offices participating in different MLSs from operating a master website with links to such offices’ VOWs.
3. Participants’ Internet websites, including those operated for participants by AVPs, may also provide other features, information, or services, in addition to VOWs (including the “Internet Data Exchange” [IDX] function).
4. The display of listing information on a VOW does not require separate permission from the participant whose listings will be available on the VOW.
5. Except as permitted in Sections III. and IV., MLSs may not adopt rules or regulations that conflict with this policy or that otherwise restrict the operation of VOWs by participants.

### **II. Policies Applicable to Participants’ VOWs**

1. A participant may provide brokerage services via a VOW that include making MLS active listing data available, but only to consumers with whom the participant has first established a lawful consumer-broker relationship, 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 agreement(s).
2. A participant’s VOW must obtain the identity of each Registrant and obtain each Registrant’s agreement to terms of use of the VOW, as follows.
  - a. A Registrant must provide his or her name and a valid e-mail address. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection c., below). The Registrant may be permitted to access the VOW only after the participant has verified that the e-mail address provided is valid and that Registrant received the terms of use confirmation.
  - b. The Registrant must supply a user name and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and retrieve information from the MLS database

via the VOW. The user name and password may be established by the Registrant or may be supplied by the participant, at the option of the participant. An e-mail address may be associated with only one user name and password. The Registrant's password and access must expire on a date certain, but may be renewed. The participant must, at all times, maintain a record of the name and e-mail address supplied by the Registrant, and the user name and current password of each Registrant. Such records must be kept for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by one or more Registrants, the participant shall, upon request, provide to the MLS a copy of the record of the name, e-mail address, user name, current password, and audit trail, if required, of any Registrant identified by the MLS to be suspected of involvement in the violation.

- c. The Registrant must be required affirmatively to express agreement to a "terms of use" provision that requires the Registrant to open and review an agreement that provides at least the following:
  - i. iii. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
  - ii. that all data obtained from the VOW is intended only for the Registrant's personal, non-commercial use
  - d. 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
  - iii. that the Registrant will not copy, redistribute, or retransmit any of the data or information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
  - iv. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database. After the Registrant has opened for viewing the terms of use agreement, a mouse click is sufficient to acknowledge agreement to those terms. 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. 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.
    1. An 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.
3. 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 properties 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.
4. A participant's VOW must protect the MLS data from misappropriation by employing reasonable efforts to monitor for and prevent scraping or other unauthorized accessing, reproduction, or use of the MLS database.
5. A participant's VOW must comply with the following additional requirements.
  - a. No VOW shall display the listing or property address of any seller who has affirmatively directed its listing broker to withhold its listing or property address from display on the Internet. The listing broker or agent shall communicate to the MLS that a seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listing or property address of a seller who has determined not to have the listing or address for its 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 conforms to the form attached to this policy as Appendix A. The participant shall retain such forms for at least one (1) year from the date they are signed.
  - c. With respect to any VOW that:

- i. 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
  - ii. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, the VOW shall disable or discontinue either or both of those features as 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 on all participants' websites. Except for the foregoing and subject to Subsection d., below, a participant's VOW may communicate the participant's professional judgment concerning any listing. Nothing shall prevent a VOW from notifying its customers that a particular feature has been disabled at the request of the seller.
- d. A VOW 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 VOW operator beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The VOW operator 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 VOW operator shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.
  - e. Each VOW shall refresh MLS data available on the VOW not less frequently than every three (3) days
  - f. Except as provided elsewhere in this policy or in MLS rules and regulations, no portion of the MLS database may be distributed, provided, or made accessible to any person or entity.
  - g. Every VOW must display a privacy policy that informs Registrants of the ways in which information obtained from them will be used.
  - h. A VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property. (Amended 11/21)
- 6. A participant who intends to operate a VOW 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 this policy and any other applicable MLS rules or policies.
  - 7. A participant may operate more than one VOW itself or through an AVP. A participant who operates a VOW itself shall not be precluded from also operating VOWs in conjunction with AVPs

### **III. Policies Applicable to Multiple Listing Services**

- 1. A multiple listing service shall permit MLS participants to operate VOWs or to have VOWs operated for them by AVPs, subject to the requirements of state law and this policy.
- 2. An MLS shall, if requested by a participant, provide basic downloading of all MLS non-confidential listing data, including, without limitation, address fields, listing types, photographs, and links to virtual tours. Confidential data includes only that which participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in Section IV.1. of this policy, provided that sales prices may be deemed confidential and withheld from display. For purposes of this policy, downloading means electronic transmission of data from MLS servers to a participant's or AVP's server on a persistent basis. An MLS may also offer a transient download. In such case, it shall also, if requested, provide a persistent download, provided that it may impose on users of such download the approximate additional costs incurred by it to do so. (Amended 5/21)
- 3. This policy does not require an MLS to establish publicly accessible sites displaying participants' listings.
- 4. If an MLS provides a VOW-specific feed, that feed must include all of the non-confidential data included in the feed described in Subsection 2., above, except for listings or property addresses of sellers who have elected not to have their listings or addresses displayed on the Internet.
- 5. An MLS may pass on to those participants who will download listing information the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity to enable such participants to operate VOWs.
- 6. An MLS may require that participants:

- a. utilize appropriate security protection, such as firewalls, as long as such requirement does not impose security obligations greater than those employed concurrently by the MLS, and/or
  - b. maintain an audit trail of Registrants' activity on the VOW and make that information available to the MLS if the MLS has reason to believe that any VOW has caused or permitted a breach in the security of the data or a violation of applicable MLS rules.
7. An MLS may not prohibit or regulate display of advertising or the identification of entities on VOWs (branding or co-branding), except to prohibit deceptive or misleading advertising or co-branding. For purposes of this provision, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information (or that of at least one participant, in the case of a VOW established and operated by or for more than one participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.
  8. Except as provided in this policy, an MLS may not prohibit participants from enhancing their VOWs by providing information obtained from sources other than the MLS, additional technological services (such as mapping functionality), or information derived from non-confidential MLS data (such as an estimated monthly payment derived from the listed price), or regulate the use or display of such information or technological services on any VOW.
  9. Except as provided in generally applicable rules or policies (such as the REALTOR® Code of Ethics), an MLS may not restrict the format of data display on a VOW or regulate the appearance of VOWs.
  10. Subject to the provisions below, an MLS shall make MLS listing data available to an AVP for the exclusive purpose of operating a VOW on behalf of a participant. An MLS shall make MLS listing data available to an AVP under the same terms and conditions as those applicable to participants. No AVP has independent participation rights in the MLS by virtue of its right to receive data on behalf of a participant or the right to use MLS data, except in connection with operation of a VOW for a participant. AVP access to MLS data is derivative of the rights of the participant on whose behalf the AVP is downloading data.
    - a. A participant, non-principal broker or sales licensee, or AVP may establish the AVP's right to receive and use MLS data by providing to the MLS a writing in which the participant acknowledges its or its non-principal broker's or sales licensee's selection of the AVP to operate a VOW on its behalf.
    - b. An MLS may not charge an AVP, or a participant on whose behalf an AVP operates a VOW, more than a participant that chooses to operate a VOW itself (including any fees or costs associated with a license to receive MLS data, as described in Subsection g., below), except to the extent that the MLS incurs greater costs in providing listing data to the AVP than the MLS incurs in providing listing data to a participant.
    - c. An MLS may not place data security requirements or restrictions on use of MLS listing data by an AVP that are not also imposed on participants.
    - d. An MLS must permit an AVP to download listing information in the same manner (e.g., via a "Real Estate Transaction Standard" [RETS] feed or via a "File Transfer Protocol" [FTP] download), at the same times and with the same frequency that the MLS permits participants to download listing information.
    - e. An MLS may not refuse to deal directly with an AVP in order to resolve technical problems with the data feed. However, the MLS may require that the participant on whose behalf the AVP is operating the VOW participate in such communications if the MLS reasonably believes that the involvement of the participant would be helpful in order to resolve the problem.
    - f. An MLS may not condition an AVP's access to a data feed on the financial terms on which the AVP provides the site for the participant.
    - g. An MLS may require participants and AVPs to execute license or similar agreements sufficient to ensure that participants and AVPs understand and agree that data provided by the MLS may be used only to establish and operate a VOW on behalf of the participant and not for any other purpose.
    - h. An MLS may not:
      - i. prohibit an AVP from operating VOWs on behalf of more than one participant, and several participants may designate an AVP to operate a single VOW for them collectively,
      - ii. limit the number of entities that participants may designate as AVPs for purposes of operating VOWs, or
      - iii. prohibit participants from designating particular entities as AVPs, except that, if an AVP's access has been suspended or terminated by an MLS, that MLS may prevent an entity from being designated an AVP by another participant during the period of the AVP's suspension or termination.
    - i. Except as stated below, an MLS may not suspend or terminate an AVP's access to data:
      - i. for reasons other than those that would allow an MLS to suspend or terminate a participant's access to data, or
      - ii. without giving the AVP and the associated participant(s) prior notice and the process set forth in the applicable provisions of the MLS rules for suspension or termination of a participant's access.

Notwithstanding the foregoing, an MLS may immediately terminate an AVP's access to data:

    - i. if the AVP is no longer designated to provide VOW services to any participant,

- ii. if the participant for whom the AVP operates a VOW ceases to maintain its status with the MLS,
  - iii. if the AVP has downloaded data in a manner not authorized for participants and that hinders the ability of participants to download data, or
  - iv. if the associated participant or AVP has failed to make required payments to the MLS in accordance with the MLS' generally applicable payment policies and practices.
11. An MLS may not prohibit, restrict, or impede a participant from referring Registrants to any person or from obtaining a fee for such referral.

#### **IV. Requirements that MLSs May Impose on the Operation of VOWs and Participants**

1. An MLS may impose any, all, or none of the following requirements on VOWs, but may impose them only to the extent that equivalent requirements are imposed on participants' use of MLS listing data in providing brokerage services via all other delivery mechanisms.
  - a. A participant's VOW may not make available for search by or display to Registrants the following data, intended exclusively for other MLS participants and their affiliated licensees:
    - i. expired, withdrawn, or pending listings
    - ii. sales price on sold data if the actual sales price of completed transactions is not accessible from public records (Amended 5/21)
    - iii. the type of listing agreement, i.e., exclusive-right-to-sell or exclusive agency
    - iv. the seller(s) and occupant(s) name(s), phone number(s) and e-mail address(es), where available
    - v. instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property
  - b. The content of MLS data that is displayed on a VOW may not be changed from the content as it is provided in the MLS. MLS data may be augmented with additional data or information not otherwise prohibited from display as long as the source of such other data or information is clearly identified. This requirement does not restrict the format of MLS data display on VOWs or display of fewer than all of the listings or fewer authorized data fields.
  - c. There shall be a notice on all MLS data displayed indicating that the data is deemed reliable, but is not guaranteed accurate by the MLS. A participant's VOW may also include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.
  - d. Any listing displayed on a VOW shall identify the name of the listing firm, and the email or phone number provided by the listing participant in a readily visible color, and reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. (Amended 11/21)
  - e. The number of current or, if permitted, sold listings that Registrants may view, retrieve, or download on or from a VOW in response to an inquiry may be limited to a reasonable number. Such number shall be determined by the MLS, but in no event may the limit be fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less. (Amended 11/17)
  - f. Any listing displayed on a VOW shall identify the name of the listing agent.
2. An MLS may also impose the following other requirements on the operation of VOWs.
  - a. Participants displaying other brokers' listings obtained from other sources, e.g., other MLSs, non-participating brokers, etc., shall display the source from which each such listing was obtained.
  - b. A maximum period, no shorter than ninety (90) days and determined by the MLS, during which Registrants' passwords are valid, after which such passwords must be changed or reconfirmed.
3. An MLS may not prohibit participants from downloading and displaying or framing listings obtained from other sources, e.g., other MLSs or from brokers not participating in that MLS, etc., but may require either:
  - a. that such information be searched separately from listings obtained from other sources, including other MLSs, or
  - b. if such other sources are searched in conjunction with searches of the listings available on the VOW, that any display of listings from other sources identify such other source.

#### **V. Effective Date**

MLSs have until not later than February 16, 2009 to adopt rules implementing the foregoing policies and to comply with the provisions of Section III., above, and participants shall have until not later than one hundred eighty (180) days following adoption and implementation of rules by an MLS in which they participate to cause their VOW to comply with such rules. See Appendix A for Seller Opt-out Form.



## Appendix A

### Seller Opt-out Form

1. Check one.

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

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

\_\_\_\_\_  
Initials of Seller