

Iowa City Area Association of REALTORS®

MLS Rules and Regulations



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ARTICLE I: DEFINITIONS & USAGE

Section 1.1: Definitions

Active - the listing is on market, and an offer has not been accepted.

Active Under Contract – An offer has been accepted, but the listing is still on the market.

Bedroom - a room that can be used for sleeping and a door or entrance where a door could be reasonably installed; and has an emergency means of escape and rescue opening to the outside (i.e. window) and otherwise meeting the minimum requirements of applicable municipal code.

Broker's Open - an event to showcase a property to other licensed agents in the market to generate interest in the property.

Business for Sale - a listing that is just for the purchase of a business. The sale may include some or all of the assets for the business but may not include the property the business is located on.

Cancelled - indicated that the seller has chosen to no longer list their property. Either due to no longer needing to sell or choosing to use a new brokerage/agent.

Closed – The purchase agreement has been fulfilled or the lease agreement has been executed.

Compliance Guidelines - means a document created by the MLS which specifically contains guidelines and governs members compliance with these Rules and sets forth the fines, fees and penalties for violation of these Rules.

Condo - a group of housing units that share common walls, ceilings and floors and are notwithstanding separately assessed and transferable units. Typically, each individual owns the unit and fractional interest in areas of common use. A unit may also include limited common elements. The land is typically owned in common by all unit owners.

Co-op or Cooperative - a group of housing units that share common walls, ceilings and floors. In a co-op purchase the buyer becomes a shareholder in a corporation that owns the building. The buyer carries a leasehold interest in the subject unit. Restrictions can be in place regarding who can become a shareholder (i.e. shareholders must be over 55+, etc.).

Contingency – a list of contingencies that must be satisfied in order to complete the transaction.

Delayed Showings -When a property is listed on the MLS, but the listing is not available for showings. Delayed Showings are not allowed for any listing entered into the ICAAR MLS.

Expired - listing agreement between the owner and Listing Broker has ended as per the expiration date on the listing agreement. Any extension to this date must be approved by the owner and the Listing Broker. The MLS will automatically update to this status once the end date on the listing agreement has passed.

Factory-Built Structure - any structure built or assembled in a manufacturing facility for installation or placement on another building site. These can include older mobile homes, modern manufactured homes or modular homes.

Finished Sq Ft Below - heated living space usually below ground level not inclusive of unfinished areas (i.e., utilities room, mechanical room, storage room, etc.)

Full Bath - a room with a door containing a sink, a toilet and a place to bathe.

Half Bath - a room with a door containing only a sink and toilet.

Home - a residential property consisting of not less than one or more than four residential dwelling units.

ICAR - Iowa City Area Association of REALTORS®

IR or IAR - Iowa REALTORS®

Investment Property - a property that has or may have a rental permit. Housed under the Commercial side of the MLS.

Land Lease - length of time termed in the land lease; commonly associated with the sale of manufactured homes.

Leased - indicates that a rental listing has received and signed a lease agreement.

Leased Investments - an investment property purchased with the intention of earning a return through rental income, the future resale of the property or both.

Lot - a piece of land that has been zoned for either residential or commercial development, but no construction has been started.

Manufactured Home - a factory built home built after July 15, 1976. These homes are built to national code standards established by the US Dept of Housing and Urban Development(HUD). The homes may be built in one section or multiple sections. The metal transportation chassis remains permanently attached. Brokerage must have a dealers license to sell manufactured homes.

Mobile Home - a dwelling manufactured in a factory prior to June 15, 1976 designed to be transported and is semi permanently attached to the land. Mobile Home listings built prior to June 15, 1976. Participants and Subscribers shall not list or sell mobile homes.

Modular Home - factory built homes that are built to meet state and/or local building codes. Can be made up of one or more sections, wall panels or modules. The transportation chassis is removed from the home prior to installation on a foundation.

Multi-Family - a building divided up into 2 or more separate self-contained living spaces.

Multiple Listing Service or MLS - a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public; a means of enhancing cooperation among Participants; a means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; a means by which Participants engaging in real estate appraisal contribute to common databases.

NAR - means the National Association of REALTORS®

New - indicates that the listing is within the first seven (7) days of being added to the MLS.

New Construction - means the listing is for vacant land with proposed construction. No ground broken, no construction started.

Office - a commercial property that is used to house a business's employees, with or without a public entrance.

Office Exclusive / Private Listing - a listing with an agreement between the property owner and Listing Broker stating that the property will be in no way marketed to the public and will not be listed on the MLS until authorized by the seller, or until after the sale.

Off Market Statuses - includes, sold, expired, withdrawn, cancelled and leased.

Open House - an event put together to showcase a property to members of the public to generate interest in the property.

Participant - in regards to these Rules and Regulations means; Principal, Partner, Owner, Broker or Managing Broker of a real estate brokerage.

Pending – an offer has been accepted, and the listing is no longer on market.

Principal - includes licensed or certified individuals who are sole proprietors, partners in a partnership, officers or majority shareholders of a corporation, or office managers (including branch office managers) acting on behalf of principals of a real estate firm.

Remarks - a field that contains only the description and details of the property and is included in all websites where the listing appears. Please see section 3.9 of these rules for the full definition and guidelines.

Private Remarks - is used for information directed to other agents regarding the property. Please see section 3.9 of these rules for the full definition and guidelines for.

Rental - a property leased by the occupant of that property.

Retail - a commercial property used to house a money generating business.

Single Family - a free standing residential dwelling that does not have common walls.

Showing - when the buyer and/or the MLS Participant, or other agent, at the direction of the MLS Participant working with the buyer, enter the house. This includes when the MLS Participant or other agent, at the direction of the MLS Participant, working with the buyer enters the home to provide a live, virtual showing to a buyer not physically present.

Sold - the terms of the listing agreement have been completely executed and the listing has been successfully brought to close.

SqFt Above - heated living space, measured by exterior walls above ground level not inclusive of exterior attachments (i.e. garage, carport, patio, etc.).

Subscriber - in regards to these Rules and Regulations means; licensed real estate agent whose license is held by a Participant.

To be Built - means the listing is for a specific lot with a specific structure that could be built for a specific list price; however the ground has not been broken and no construction has taken place.

Web API Feed or API Feed - means the program defined in section 16 of these rules.

Withdrawn - indicates that the listing was removed for the MLS for a short period of time, but will be relisted with the same agent/broker. DOM does not accumulate during this status. No showings or marketing of the listing is not allowed.

Zero Lot - a residential property where the walls of the property comes close to or is located on the property line. May share a common wall with one other residential property. Each property is owned independently along with the land on which the Zero Lot sits.

Section 1.2: Multiple Listing Service (MLS) Defined

A multiple listing service is:

- a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public
- a means of enhancing cooperation among Participants
- a means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers
- a means by which Participants engaging in real estate appraisal contribute to common databases

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)

ARTICLE II: ELIGIBILITY TO PARTICIPATE; APPLICABILITY OF RULES

Section 2.1 Participation

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

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. "Actively" means on a continual and ongoing basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant cooperates with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. This requirement does not permit an MLS to deny participation to a Participant or potential Participant

that operates a “Virtual Office Website” (VOW) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to cooperate. An MLS may evaluate whether a Participant or potential Participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants.

Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law. Additionally, the foregoing does not prohibit association multiple listing services, at their discretion, from categorizing non-principal brokers, sales licensees, licensed and certified appraisers and others affiliated with the MLS members or Participants as users or Subscribers and, holding such individuals personally subject to the rules and regulations and any other governing provisions of the MLS and to discipline for violations thereof. MLSs may, as a matter of local determination, limit participatory rights to individual principal brokers, or to their firms, and to licensed or certified appraisers, who maintain an office or Internet presence from which they are available to represent real estate sellers, buyers, lessors or lessees or from which they provide appraisal services.

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

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

The universal access to services component of Board of Choice is to be interpreted as requiring that MLS participatory rights be available to REALTOR® principals, or to firms comprised of REALTOR® principals, irrespective of where primary or secondary membership is held. The MLS may charge Participants and Subscribers not holding primary or secondary membership in a REALTOR® association that owns the MLS a different amount than charged to members of the association, provided that such charge is reasonably related to the actual costs of serving those members.

None of the foregoing shall be construed as requiring an association to grant MLS participatory rights, under Board of Choice, where such rights have been previously terminated by action of that association’s board of directors. (Amended 8/24)

Section 2.2 Participation is Nontransferable

Participation in the MLS is on an individual basis and may not be transferred or sold to any corporation, firm or other individual. There will be no refund of any MLS fees if the Participant or Subscriber terminates their membership to the MLS.

Section 2.3 Unlicensed Office Staff or Assistants

These users shall be under the direct supervision of an MLS Participant or Subscriber and perform only administrative and clerical tasks that do not require a real estate license or an Appraiser's license. Unlicensed office staff or assistants may join the MLS through their employing Participant or Subscriber at no extra cost to the Participant or Subscriber their membership is associated with. The Participant shall be responsible for the conduct of the behavior of the unlicensed office staff or assistants.

Each Participant must provide the MLS with a list of all unlicensed office staff or assistants and the Participant or Subscriber they are working with. The MLS staff must be notified immediately of any changes, additions or deletions from the list.

Unlicensed office staff or assistants shall also be subject the following requirements;

- Must use their own unique MLS login.
- Must be linked to at least one Participant or Subscriber
- Must sign a written agreement to abide by the rules and regulations of the MLS
- Participant or Subscriber associated with an unlicensed assistant may be fined, disciplined, or terminated for the unlicensed assistant's misconduct.

Section 2.4 Notification of Licensees

Each Participant shall provide the MLS with a list of all real estate licensees or certified or licensed Appraisers employed by or affiliated as independent contractors with such Participant or with such Participants firm and shall immediately notify the MLS of any changes, additions or deletions from the list within 30 days of the changes, additions, or deletions. This list shall include any licensees under any broker associate affiliated with the Participant.

Section 2.5 Confirmation of Good Standing

No Participant or Subscriber application will be accepted by the MLS if such applicant has outstanding financial obligations to any Association or MLS. A letter of good standing from the applicant's previous Association or MLS shall be required before the application can be approved.

Section 2.6 Liability

Each Participant agrees to hold the MLS service harmless against any liability arising from any inaccuracy or inadequacy of information provided by Participant.

Section 2.7 Authority

The Iowa City Area Association of REALTORS® shall maintain for the use of its members a Multiple Listing Service, which shall be subject to the Bylaws of the ICAAR, and such Rules and Regulations of the MLS as may be hereinafter adopted. The Multiple Listing Service shall be operated and governed under the supervision of the Multiple Listing Service Committee, in accordance with the Rules and Regulations, subject to approval of the Board of Directors.

Section 2.8 Changes in MLS Rules and Regulations

Amendments to the rules and regulations of the service shall be by a majority vote of the members of the MLS Committee, subject to approval by the Board of Directors of the association of REALTORS®. *(Adopted 11/04)*

Section 2.9 Orientation and Other Training

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. *(Amended 11/04)*

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. *(Amended 11/17)*

Section 2.10 Real Estate Transaction Standards (RETS) and RESO Standards

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 2.11 Multiple Listing Service Reciprocal Agreements Between Associations, Contract Service for Multiple Listing Service, or Other Association Agreements Concerning the Association Multiple Listing Service

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 receipts of data to relicensing of data *(Amended 11/04)*

Section 2.12 Relationship of Association with Independent Multiple Listing Service in Association Area

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 2.13 Information Related to Listings of Commercial and Industrial Property

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)

Section 2.14 Service Area of Association Multiple Listing Service

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

Section 2.15 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. *Note - Please see appendix B for a map of jurisdiction.

ARTICLE III: LISTING PROCEDURES

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 shall not accept any listing which establishes a contractual relationship between the MLS and a participant's client. (buyer or seller). (Amended 11/20)

Section 3.1 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) and will be subject to fines.

If requested by MLS staff, participants shall provide any required documentation regarding a member's clients and/or any real estate transaction that they are party to, limited to documentation that is typically kept in a transaction and is not otherwise protected or sensitive information. Documents to be submitted within 24 hours of the request.

Violators shall be subject to a \$500.00 fine.

If requested documentation is found to be in non-compliance, violators shall be subject to additional fines up to and including \$1,000.00.

Section 3.2 Permissions for Entering Listing Information

Only properly licensed Participants and Subscribers are allowed to enter listing data into the MLS. Out of market listings or for sale by owner properties may also be added to the MLS after the sale by the Participant or Subscriber who completed the sale for comp purposes.

Section 3.3 Clear Cooperation Policy

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 Web API and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19)

Note: ICAAR will enforce a 24 hour time frame in regards to Clear Cooperation.

Note: An office exclusive agreement must be signed by the seller(s) if you intend to market the property within your office before the listing is entered in the MLS. The completed office exclusive agreement must be sent to the board office upon demand.

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

Section 3.4 Listing Procedures and 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

All listings shall be entered into the MLS within 24 hours of the listing contract date. Until the property has been submitted to the Service there shall be no signs placed on the property and no public marketing shall be allowed. Public marketing shall include but is not limited to; flyers, social media posts, open houses and brokers opens.

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 from 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 to cooperate with other Participants of the Multiple Listing Service acting as subagents, buyer agents, or both. (Amended 11/96)

The listing agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service. (Amended 11/96) If requested by the board staff members shall provide any needed documentation within one business day.

The different types of listing agreements include:

- Exclusive right to sell
- Office exclusive/private listing
- Open
- Net

Section 3.5 Types of Properties

Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the MLS and others that may be filed with the MLS at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker or agent:

Single Family	Condo	Investment
Model Home	Zero Lot	Acreage
Income/Investment	Vacant Land	Commercial
Industrial	Office	Retail
Business for Sale	Farms	Rentals

Section 3.6 Definitions of Various Types of Listing Agreements

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)

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

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)

Office exclusive/private listings shall be accepted by the service. 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 with other brokers in the sale of the property, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named 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.

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

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)

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.

Net Listings are not accepted 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: 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 3.7 Listing Content Defined

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

Section 3.8 Accurate Listing Data Required

Participants and subscribers are required to submit accurate listing data and are required to promptly correct any known errors. Failure to comply with these rules and regulations will result in being fined. Please refer to the ICAAR MLS Citation Policy Guide for further descriptions and amounts breakdown.

Section 3.9 Listing Format Rules

Listings entered into the MLS are intended to promote the property, as such, the listing and property data when filed with the MLS by the listing broker, shall be complete in every detail.

Until the property has been listed in the MLS no marketing shall be allowed. This includes, but is not limited to, a For Sale sign placed in the yard, flyers, social media posts, coming soon teasers.

The MLS 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 MLS. However, the MLS, 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 and to assure that no listing form filed with the MLS establishes, directly or indirectly, an contractual relationship between the MLS and the client (buyer or seller).

The MLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which makes it possible for the listing broker to offer compensation to the other Participants of the MLS acting as subagents, buyer agents, or both. The listing agreement must include the seller's written authorization to submit the agreement to the MLS.

The different types of listing agreements include:

- Exclusive right to sell
- Exclusive agency
- Open
- Net

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

Office exclusive/private listing The Service will accept Exclusive Agency listings. A listing will be processed by clearly distinguishing in the first 180 characters in the remarks section of the listing the letters "EA".

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

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 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.

Open Listings are not accepted, except where required by law, because of the inherent nature of an open listing. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. The Service declines to accept open listings.

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. *(Amended 8/24)*

Section 3.10 Use of Remarks/Agent Remarks Field

Use of the Remarks field is limited to descriptions/details of the property unless otherwise stated in these rules. Open House information may be included in this field only if the Open House is also placed in the Open House section of the listing. Open House information in this field must be current and must include the date and times of the Open House. The Remarks field is intended to be included in listing displays on Participants/Subscriber, third party and other syndicated websites and is considered as the public remarks section as such this section must follow the Code of Ethics and Fair Housing Guidelines.

Examples of information not allowed in the Remarks section include but are not limited to;

- Agent contact information
- Showing Information
- Branding of any kind
- Broker and/or agent marketing or promotion
- Any information that would direct the public to a specific action, agent, or office (ex. Of acceptable language , “Book your showing today)
- Use of all capital letters for an entire phrase, sentences or remarks as a whole.

The sections listed below contain specific instances of language that is required under certain circumstances, but is not limited to the list below.

- Section 3.9 Listing Format Rules - Office exclusive/Private Listing - Page 22
- Section 3.14 To Be Built/New Construction - Page 25
- Section 3.18 Visual Media Requirements - Page 26
- Section 3.27 Limited Service Listings - Page 28
- Section 4.7 Contingencies Applicable to Listings - Page 31

The Agent Remarks field shall not be published on any public website. The section is meant to be used for information directed to other agents and may contain the information not allowed in the Public Remarks fields as long as they still follow the Code of Ethics and Fair Housing Guidelines.

Section 3.11 Delayed Showings

Delayed Showings are not allowed in the MLS. If the listing is active in the MLS showings must be permitted.

If a Participant/Subscriber is found in violation of these rules a fine of \$1,000.00 shall be imposed on all parties involved. The agent will have 30 days to pay the fine or access to the MLS will be removed until payment has been made.

Section 3.12 Co-Listings

Co-listings of Participants and Subscribers will be accepted by the MLS. All listing agents must be identified.

In the event of a co-listing with a non-member of the MLS, but who is licensed to sell real estate in Iowa, 'Non-Member' must be used as the second list agent. The non-member's name and brokerage may also be listed in the Agent Remarks section, no other identifying information will be allowed.

Section 3.13 To Be Built/New Construction

When working with a Builder who owns buildable lots with proposed construction, the property shall be listed in the MLS as either; "To Be Built" or "New Construction" in the agent remarks section. These are defined as;

"To Be Built" – Vacant Land with proposed construction. No ground broken, no construction started.

"New Construction" – Ground broken, and/or some building has begun.

The list price for either type of listing shall reflect the price of the lot plus an estimate of the completed home on the property. Each listing must contain a graphical representation of a completed property, a floor plan or a photo of a similar completed property that is being offered by the builder. The remarks section shall state "Photo of similar property" within the first 180 characters. Monthly updates, regarding the stage of construction, are required to be added to the remarks section.

For "To Be Built" the remarks must state that the property is part of a "Custom Built Home Package" and the builder partner named.

Section 3.14 Multiple Listing Options for Sellers

Office Exclusive: Where the seller has directed the listing broker to not publicly market their property and to not disseminate it through the MLS to other MLS Participants and Subscribers, the Participant may then take the listing as an office exclusive exempt listing and such listing shall be filed with the MLS, subject to its local filing rules, but not disseminated to other MLS Participants and Subscribers.

MLS Exclusive (Delayed Marketing): Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for a set length of time, up to the lifetime of the listing agreement. A delayed marketing exempt listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the delayed marketing exempt listing in a matter consistent with the seller's choice.

Exempt Listing Disclosure: The filing of an exempt listing (office exclusive or delayed marketing) with the MLS must be pursuant to a certification, signed by the seller, obtained by the listing broker which includes:

- disclosure about the professional relationship between the Participant and the seller;
- acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and
- confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS to other MLS Participants and Subscribers as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a delayed marketing listing.

Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission pursuant to the MLS local rules.

Note 1: The Multiple Listing Options for Sellers policy is designed to give consumers greater choice and flexibility in marketing their homes for sale. Each MLS has the unfettered local discretion in determining what is most suitable for their marketplace regarding a Delayed Marketing Exempt listing which includes adopting “0” days or to not implement the Delayed Marketing aspects of the Multiple Listing Options for Sellers policy.

Note 2: MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day after the listing has been publicly marketed. See Section 1.01, Clear Cooperation. (*Amended 5/25*)

Section 3.15 Manufactured Home Sales

An Iowa manufactured home dealer’s license is required to list and offer for sale any new or pre-owned manufactured home. A real estate license alone is not adequate. A Participant list for sale or resale in the MLS a manufactured home in a manufactured home “park” or community if they are a licensed dealer in the State of Iowa.

A manufactured home dealer’s license is not required to write an offer to purchase a manufactured home on behalf of a potential buyer. A Participant may represent a buyer in the purchase of any listed manufactured home. A park or community application approval process would typically still apply to any potential buyer(s).

*NOTE - Standard E&O insurance coverage does not usually cover agents when selling manufactured home not on privately owned land

*NOTE - Manufactured homes located in The Paddock at Saddlebrook that come with the 990 year land lease are a very unique situation. Because of the long-term land lease, these homes are considered real estate and can be listed within the MLS. Any Participant may list or sell a Paddock home as long as it includes the 990 year lease in the public remarks section.

*Note - A land lease is a length of time termed in the land lease; commonly associated with the sale of manufactured homes.

Section 3.16 Duplicate Listings

Participants and Subscribers will be allowed to enter the same property under different ownership types if dual entry is appropriate for marketing the property following these guidelines;

- The agent remarks section must contain the fact that there is a duplicate listing with the ownership type and MLS number listed.
- Only the sale on one of the entries may be claimed. All other listings for the property must be cancelled within 24 hours of the final closing.

Section 3.17 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 3.18 Visual Media Requirements

The submission of at least one photograph or other graphic representation that accurately depicts the front exterior of the listing property (home or business entrance) on all active and off market statuses for all properties included in the MLS is required. Except where sellers expressly direct, in writing, that photographs of their property are to not appear in MLS compilations, the requirement is exempt. Virtually staged photos must be clearly identified as being virtually staged within the first 180 characters of the public remarks.

Section 3.19 Audio and Visual Media Prohibitions

Listings entered into the MLS are intended to promote the property. Participants and Subscribers are prohibited from identifying themselves, their brokerage or any other individual or entity affiliated with the Participant, Subscriber or brokerage via Media. Media submitted to the MLS must contain only physical characteristics of the subject property and its vicinity. Media including but not limited to photographs, videos, virtual tours and audio recordings, submitted to the MLS may not contain any content that may be perceived as branding, advertising or promoting a Participant, Subscriber, or any other individual or entity affiliated with the Participant, Subscriber or brokerage. Furthermore, Media may not contain any of the following, including but not limited to;

1. Photo Frames
2. Audio or visual contact information (i.e., real estate signs, business cards, flyers, etc.)
3. Audio or visual branding characteristics
4. Watermarks (including copyright and photographer logo/branding)
5. The listing team, and/or agents
6. Any lender information or photos
7. Text or overlays of any kind, unless it is solely for location identification purposes.
8. Photo collages (more than one photo in a group)
9. People and/or pets unless they are in the background of public photos
10. Nude photos (as defined by Webster's dictionary), or any other inappropriate content

Note: ICAAR MLS, at its sole discretion, reserves the right to immediately remove Media they deem inappropriate

Section 3.20 Property Addresses

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. *(Adopted 5/21)*

Section 3.21 Termination Dates

All listings filed with the multiple listing service shall include the definite and final termination date as negotiated between the participant and the seller. *(Adopted 11/04)*

Section 3.22 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his or her exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller. *(Adopted 11/96)*

Section 3.23 Expiration and Extension of Listings

Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. *(Amended 11/01)*

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. *(Amended 11/01)*

Section 3.24 Listing Prices Specified

The full gross listing price stated in each listing agreement will be published in MLS compilations of current listings except where a property is subject to auction and no listed price is specified in the agreement. *(Adopted 11/04)*

Section 3.25 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 3.26 Listings of Suspended Participants

When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients. *(Adopted 11/04)*

Section 3.27 Listings of Expelled Participants

When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients. (Adopted 11/04)

Section 3.28 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 listing in the MLS compilation of active 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 their clients.

Section 3.29 Limited Service Listings

NAR defines a limited service listing as;

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:

- Arrange appointments for cooperating broker to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- Accept and present the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers directly to the seller(s)
- Advise the seller(s) as to the merits of offers to purchase
- Assist the seller(s) in developing, communicating or presenting counter-offers
- Or participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

All listing brokers must provide the following minimum services for all of listing within the ICAAR MLS for all listing clients as defined by Iowa State Law (543B.56A Brokerage Agreements)

- Accept delivery of and present to the client offers and counter offers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
- Assist the client in developing, communicating, negotiating, and presenting offers or counter offers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived, and the transaction is completed.
- Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counter offers, notices, and contingencies.
- Provide prospective buyers access to listed properties.

Section 3.30 Protection Clauses in Association MLS Standard Listing Contracts

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

Section 3.31 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 communicated to consumers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. (Amended 8/24)

Section 3.32 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 3.33 Price Change Information

MLSs are not required to track or report price change information other than the most recent increase or decrease in the price of current listings. If such information (either with respect to a current listing or to prior listings of that property) is tracked by an MLS and made available to participants and subscribers, neither it nor any information from which it may be determined shall be classified as confidential nor may participants be prohibited from making such information available to clients and customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including Web API display, of other participants' listings as a matter of local option. (Adopted 5/10, Amended 5/11)

Section 3.34 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 Web API display, of other participants' listings as a matter of local option. (Adopted 5/10, Amended 5/11)

Section 3.35 Withdrawn Listings

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 3.36 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.

ARTICLE IV: SELLING PROCEDURES

Section 4.1 Showings and Negotiations

Appointments for showings and negotiations with the seller(s) for the purchase of listed property filed with MLS shall be conducted through the listing broker except under the following circumstances:

- The listing broker gives the cooperating broker specific authority to show and/or negotiate directly.
- If after reasonable effort, the cooperating broker cannot contact the listing broker or their representative, the cooperating broker may call the MLS committee chairperson, vice chairperson or the President of the Association to contact the seller(s) directly. However, the listing broker, at their option, may preclude such direct negotiations by cooperating brokers.

Note: Business cards are not to be left at a property showing by a REALTOR® unless specifically requested by the seller(s).

Section 4.2 Presentation of Offers

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

Section 4.3 Submission of Written Offers

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

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

Section 4.4 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 4.5 Rights of Cooperating Brokers in Presentation of Offers

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

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 4.6 Rights of Listing Brokers in Presentation of Counter-offers

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee 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 4.7 Contingencies Applicable to Listings

Any contingency or condition of any term in a listing shall be specified and noticed to the Participants within 24 hours. The contingency must be listed within the first 180 characters of the Agent Remarks section of the listing. The listing may remain in the Contingent status while these contingencies exist.

Section 4.8 Reporting Resolutions of Contingencies

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

Section 4.9 Reporting Under Contract Sale

The listing broker shall report to the MLS within 24 hours that an under contract sale has been secured.

Note: an under contract sale is a sale in which all contingencies have been released prior to closing.

Section 4.10 Reporting Cancellation of Pending Sales

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)

Protection Clauses in Association MLS Standard Listing Contracts (Policy Statement 7.37)

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

Section 18 Compensation Notice (Policy Statement 7.39)

It is recommended that MLSs publish the following notice to their general membership at least annually.

Compensation Notice

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

3. The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker.
(Amended 8/24)

Section 4.11 Reporting Sales to the MLS

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).

Reporting Closed Sales: the listing broker shall report a "closed" sale to the Service within three (3) business days or a \$100.00 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
3. The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes for valuing property) and to confirm the accuracy of the information submitted by property owners or their representatives in connection with property valuation challenges; and to their party entities only to be use for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third party makes sale price information provided by the MLS available other than s provided for this provision a listing participant may request sale price information for a specific property be withheld from dissemination for these purposes with written authorization form the seller(s) and with 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 4.12 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 4.13 Access to Property

Any time a buyer(s) 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.

Section 4.14 Refusal to Sell

If the seller(s) of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

ARTICLE V: PROHIBITIONS

Section 5.1 Information for Participants Only; No Password Sharing

Any listing filed with the MLS shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker. No Participant or Subscriber who has an ID/password from the MLS to access the Service's data may provide that ID/password to any other person (whether or not the latter is also a Participant or Subscriber).

Section 5.2 "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.

Residential "For Sale" signs must be removed from the property within 24 hours post closing. Buyer must give written approval to the listing agent to keep the sign posted after closing. That written approval must be sent to board staff within 24 hours of receipt.

Section 5.3 "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-broker to post such a sign. "Sold" signs may not be placed on the property until 72 before final closing. All real estate related signs must be removed from the property within 24 hours post-closing.

Section 5.4 Solicitation of Listings Filed with the Service

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

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

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

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

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

Section 5.5 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 email 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)

ARTICLE VI: DIVISION OF COMMISSIONS

Section 6.1 No Offers of Compensation on the MLS

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

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

Note 1: The multiple listing service must 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 must not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

Note 2: The multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing broker.

Note 3: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. (*Amended 8/24*)

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

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

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

Note 1: 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. (Amended 8/24).

Violations to Policy Statement 8.11 will result in the following penalties:

1st Offense – \$2500.00 fine and meeting with ICAAR Staff and MLS Chair

2nd Offense - \$5000.00 fine

3rd Offense - \$5000.00 fine

Violations to Policy Statement 8.11 are cumulative across the duration of Participants' membership with ICAAR.

(Amended 4/25).

Disclosure of Compensation:

MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. (Adopted 8/24)

Written Buyer Agreement Required:

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

- a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.
- b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
- c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. (Adopted 8/24)

Section 6.2 Disclosing Potential Short Sales

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. *(Amended 5/09)*

Section 6.3 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 6.4 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 6.5 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.

ARTICLE VII: SERVICE CHARGES

Section 7.1 Service Fees and Charges

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

Initial Participation Fee: An applicant, for primary or secondary membership in the Iowa City Area Association of REALTORS® shall pay an application fee of \$1,360, as well as a \$100 New Member IAR fee (if applicant is new to the Iowa REALTORS®) with such fee to accompany the application.

Recurring Participation Fee: The annual participation fee of each participant shall be an amount equal to \$1,140 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the fiscal year of the multiple listing service. Fees shall be prorated on a monthly basis.

Recurring participant fees are billed quarterly for the Participant's individual MLS fees and lockbox fees. 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 to a new applicant.

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 subscriber 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.

Section 7.2 Waivers of MLS Fees, Dues, and Charges

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 7.3 Assessment of MLS Fee Dues, and Charges

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)

ARTICLE VIII: MEETINGS

Section 8.1 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 8.2 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 8.3 Conduct of the Meeting

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.

ARTICLE IX: COMPLIANCE WITH RULES

Please see appendix C for the Citation Policy Guide

Section 9.1 Compliance with Rules/Authority to Impose Discipline

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

- A. letter of warning
- B. letter of reprimand
- C. attendance at MLS orientation or other appropriate courses or seminars which the Participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- D. appropriate, reasonable fine not to exceed \$15,000
- E. suspension of MLS rights, privileges, and services for not less than thirty (30) days 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 (*Revised 11/14*)

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

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

participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. *(Adopted 11/20)*

Section 9.2 Compliance with Rules

MLS will suspend Participants and Subscribers for failure to pay fees or fines issued by the MLS. When a Participant is suspended from access to the MLS database and MLS services, all subscribers affiliated with such Participant may also lose access to the MLS database and MLS services. The following action may be taken for noncompliance with rules:

- 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.
- 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 exclusive".
- For failure to comply with any other rules, the provisions of Sections 9.1 and 9.2

Section 9.3 Applicability of Rules to Participants and Subscribers

Participants, Subscribers and all other users are subject to these Rules and may be disciplined for violations thereof. Further, failure of any user to abide by the Rules, or any sanction imposed for violations thereof may subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all Subscribers under state law and the Code of Ethics.

Once a Subscriber has exhausted or waived all opportunities for appeal of any fine, and the fine has been finally adjudicated, the fine is due, and the Participant is bound to pay the fine if the Subscriber fails to do so. The Participant has the option however, to terminate the Subscriber from the Participant's firm and avoid any further responsibility for the fine. In that event, the fine will remain on the Subscriber's record and that Subscriber will not be granted MLS access through any Participant until it is paid. No letter of Good Standing will be issued in the case the Subscriber moves to another MLS.

Filing Complaints - Consideration of Alleged Violations

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

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

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.

Arbitration

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 9.4 Violations of Rules and Regulations

The Multiple Listing Service Committee, upon its own motion, has given the ICAAR MLS staff the authority to investigate the action of any Participant or Subscriber upon written notice of a violation of these rules and regulations.

Any Participant or Subscriber determined to have violated these rules and regulations of the ICAAR MLS shall by order of the Multiple Listing Service Committee be fined according to the schedule as stated in the MLS citation guide. Degrees of offense to be determined by the Multiple Listing Service Committee and set forth in the MLS citation guide.

Failure to abide by these Rules may result in a fine, suspension, or termination from the MLS. The MLS Citation Guide sets forth the descriptions of violations that may result in fines, fees or penalties. The MLS staff shall review all alleged violations, and may issue fines or other sanctions for all verified violations.

If Participant or Subscriber wishes to contest the decision of the ICAAR MLS staff, see the MLS Citation Guide for the process. If no such contest is filed within twenty (20) calendar days of the notice of the violation, the sanction will be confirmed and an order issued accordingly.

Section 9.5 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the MLS committee to the association Board of Directors for appropriate action in accordance with the professional standards established in the ICAAR's Bylaws.

Alleged violations of the Code of Ethics or the Standards of Conduct for MLS participants shall be referred to the Iowa Association REALTORS® for processing in accordance with the State's professional standards procedures.

Alleged violations of the State of Iowa Real Estate License Law shall be referred to the Iowa Real Estate Commission for processing in accordance with the Real Estate Commission procedures.

Section 9.6 Citations Appeals Process

Appeals of any citation may be filed with the MLS staff. The appeal must be submitted in writing and emailed to icaar@icaar.org and must include a detailed explanation that includes any supporting documentation on why the Participant or Subscriber feels that the citation should not be assessed.

The Participant or Subscriber shall not be required to pay the assessed fine while an appeal is pending. If the Participant or Subscriber wins the appeal there shall be no fine assessed. If they lose their appeal the fine shall be paid following the timeline set out in the ICAAR Citation Policy. Refer to the Citation Policy for further information regarding Citation categories, fine amounts and payment timelines.

Section 9.7 Complaints of Unauthorized Use of Listing Content

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

Upon receiving a notice, the MLS staff will send notice to the participant who is accused of unauthorized use. Within 24 hours from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the MLS staff that the use is authorized. Any proof submitted will be considered by staff and a decision of whether it establishes authority to use the listing content will be made within thirty (30) calendar days.

If the MLS staff determines that the use of the content was unauthorized, staff will issue a sanction pursuant to the Citation Guide, including a request to remove and/or stop the use of the unauthorized content within 24 hours after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after 24 hours following transmission of decision the content has not been removed or the rules violation code has not been corrected then the complaining party may seek action through a court of law.

Section 9.8 MLS Rules Violations

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

Section 9.9 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)

ARTICLE X: CONFIDENTIALITY OF MLS INFORMATION

Section 10.1 Confidentiality of MLS Information

Any information provided by the MLS 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 Subscribers 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 10.2 MLS Service Not Responsibility 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.

ARTICLE XI: OWNERSHIP OF MLS COMPILATION AND COPYRIGHT

Section 11.1 Authority to Include Listing Content in the Compilation

By the act of submitting any property listing content to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. *(Amended 5/18)*

Use of listings and listing information by the MLS for purposes other than the defined purposes of the MLS require Participant's 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 the MLS service to obtain or maintain participatory rights except that the MLS 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 the MLS service. The MLS service may also require participants to warrant that they have the rights in submitted information necessary to grant these rights to the MLS service.

By the act of submission of any property listing content to the MLS service, the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and

these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation, and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

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

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

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

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

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

Section 11.2 Compilation Copyright

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 11.3 Unauthorized Use of Intellectual Property

Participants or Subscribers are not allowed to copy or use in any manner the intellectual property of another Participant or Subscriber without the prior written consent of the holder of such intellectual property right. Intellectual property includes, but is not limited, to photographs, videos, virtual tours, remarks, logos, trademarks, or service marks. Violation of this Rule

shall subject the Participant or Subscriber to fees, fines, and penalties. Documentation of such written consent shall be provided to MLS staff within two (2) business days of request for such documentation.

Section 11.4 Display

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.

Section 11.5 Caravans

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.

ARTICLE XII: USE OF COPYRIGHTED MLS COMPILATION

Section 12.1 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 12.2 Display

Participants and Subscribers shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in the MLS compilation. Participants shall not, under any circumstances, allow prospective purchasers of real property to have direct access to the MLS Database or Compilation whether from a computer or from a website or in any other manner.

Section 12.3 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 12.4 Nature of the Standard MLS 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 12.5 Authorization to Use the Standard Multiple Listing Service Logo

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

- 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. 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. 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.

Authorized Licensees use of the Logo is subject to the following limitations:

- The Logo may not be modified.
- The Logo may not be used as a lapel pin or jewelry.
- The Logo may be used only on stationery, printed forms, websites and within promotional materials regarding multiple listing services.
- Authorized Licensees acknowledge that the National Association is the exclusive owner of the Logo.
- 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®.
- 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.
- 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.

Section 12.6 Special Notes Concerning the Standard Multiple Listing Service Logo and the National Association's REALTOR® Trademarks

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

Section 12.7 Use of the Standard Multiple Listing 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)

ARTICLE XIII: USE OF MLS INFORMATION

Section 13.1 Limitations on Use of MLS 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:

“This information is deemed reliable, but not guaranteed and may not reflect all real estate activity in the market. Based on information © 20xx Iowa City Area Association of REALTORS® MLS.” (20xx should be replaced with the current year)

Section 13.2 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 brokers 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, 2021, 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 13.3 Customer and Tech Support

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

Section 13.4 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*)

Section 13.5 Prohibitions Against Re-commercialization of MLS Information

No part of the MLS may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the express written permissions of the Association/MLS, except as provided in these rules. No person, whether or not an MLS Participant, shall be entitled to re-commercialize, or to impose any charge upon or receive anything of value for the utilization, transmissions, retransmission, or repackaging in any format, of any information obtained directly or indirectly from the MLS. These rules confer no rights on anyone who is not a Participant in the MLS or a licensee affiliated with the Participant, or as otherwise provided by these rules, to obtain access to, download, copy, reproduce, manipulate, store in any information retrieval system, repackage, transmit, retransmit, or display, any MLS information, and all such activities are hereby prohibited.

Section 13.6 Reproduction of MLS Information

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 13.7 Statistical Reports

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 13.8 Information Included in Any Association MLS Compilation

NAR recommends to its Associations and their multiple listing services that the information included in any MLS compilation should be limited to information related to the sale of listed property which is objective and capable of being verified by any interested party. The MLS information should not include any subjective impressions or opinions that could be misunderstood or misconstrued. **Recommended from NAR**

Section 13.9 Inclusion of Expired or Withdrawn Listings in an Association's Comparable Report or Other Report of Statistical Information

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

ARTICLE XIV: OPERATIONAL ISSUES

Section 14.1 Procedures to Be Followed by an Association of REALTORS® Upon Demand for Access to the Association's Multiple Listing Service without Association Membership

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 14.2 Prerequisites for Participation in or Access to a Commercial/ Industrial Multiple Listing Service of an Association of REALTORS®

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 14.3 MLS Indoctrination Requirements Relating to Individuals Entitled to Participation without Association Membership

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 14.4 Inclusion of Exclusive Agency Listings in MLS Compilations and Databases

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

Explanation: This policy shall not be construed as requiring Participants to accept exclusive agency listings if they determine acceptance is not in their best interest or the best interest of clients or customers. However, this policy does preclude collective agreements between Participants affiliated with different firms or others to refuse to accept exclusive agency listings. This policy contemplates multiple listing services will clearly distinguish between exclusive right-to-sell and exclusive agency listings in multiple listing compilations and databases to prevent confusion about the rights and obligations of brokers who cooperate in the sale of such listings. (Amended 8/24)

Section 14.5 Effective Date of Changes in Multiple Listing Policy

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 14.6 Categorization of MLS Services, Information, and Products

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

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 8/24)

Section 14.7 Ownership of Listing and Listing Content

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

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

Participants cannot be required to transfer 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 XV: LOCK BOXES

Section 15.1 Lock Box Security Requirements

Eligibility for coverage under NAR's blanket errors and omissions insurance program is contingent on compliance with the following security measures whether the system is operated by the Association, its MLS, or 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 smartphone, 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:
 - a. where an unauthorized user can override or escalate their security credentials
 - b. where the communication session between the electronic lockbox and key are recorded and played back later to gain unauthorized access
 - c. forging of electronic credentials that could allow an unauthorized user the ability to masquerade as an authorized user
 - d. 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

- e. 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. 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. 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. the individual's age at the time of the conviction(s)
 - ii. nature and seriousness of the crime
 - iii. extent and nature of past criminal activity
 - iv. time elapsed since criminal activity was engaged in
 - v. rehabilitative efforts undertaken by the applicant since the conviction(s)
 - vi. facts and circumstances surrounding the conviction(s)
 - 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 co-signatories 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. 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 15.2 Lock Box Key Deposits

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 15.3 Minimum Security Measures for Centralized Key Repositories of Association Multiple Listing Services

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.

ARTICLE XVI: INTERNET DATA EXCHANGE (IDX) AND WEB API POLICY

Print and Electronic

Section 16: IDX Defined: IDX and the Web API Policy affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. (*Amended 5/17*)

Section 16.1: Authorization

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

**Even where participants have given blanket authority for other participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 05/17)*

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)

Section 16.2: Participation

Participation in IDX is available to all MLS participants who consent to display of their listings by other participants.

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

Policies Applicable to Participants' Web API Websites and Displays

1. Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12)
2. MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12)
3. Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 05/17)
4. Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each participant. (Amended 11/21)
5. Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 11/14)
6. Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 05/12)
7. Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 05/12).
8. Any IDX display controlled by a participant or subscriber that
 - a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,
either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to

Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 05/12)

9. Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 05/12)

10. Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 05/15)

11. All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.* (Amended 11/21)

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

Policies Applicable to Multiple Listing Services

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 Web API 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 Web API 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' Web API 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 Web API 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 Web API 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 Web API 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 Web API to populate their own websites or to use in other Web API displays. Even if use of information through Web API 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 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)
- F. MLSs may prohibit advertising controlled by participants (including co-branding) on any pages displaying Web API-provided listings. (Amended 05/12)
- G. MLSs permitting advertising (including co-branding) on pages displaying Web API-provided listings may prohibit deceptive or misleading advertising (including 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 is larger than that of any third party. (Amended 11/09)

Section 16.3 Use of MLS Information in Advertising and Other Public Representations

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

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

Based on information from the Iowa City Area Association of REALTORS® for the period (date) through (date). (Adopted 11/04)

Section 16.4 Transmittal of Participants' Listings to Aggregators

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 16.5 Electronic Display of Other Participants' Listings

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 ("Web API") 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-Web API and non-VOW channels as a condition of participation in MLS or as a condition of participation in Web API, except as otherwise provided for in the Web API 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)

Participation Should Be Optional

No REALTOR® shall be required to participate. A requirement to participate in a multiple listing service in order to gain and maintain REALTORS® 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.

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

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

Section 16.6 Immediate Access to MLS by Association Members if Provided to Nonmember

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 16.7 Right of Participant to MLS Data Feed of Listing Content

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 16.8 One Data Source

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

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

Section 16.9 Brokerage Back Office Feed

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

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

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

- Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant.
- Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law.
- Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant.
- Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution. BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant’s designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

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

“Terms” mean the following:

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

ARTICLE XVII: VIRTUAL OFFICE WEBSITES (VOW) POLICY

Section 17.1 VOW Defined

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

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

c) "Affiliated VOW Partner" (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant's supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.

As used in Section 19 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

Section 17.2

- 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 17.3

- a) Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
 - i) The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - ii) The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - iii) The participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one user name and password.
- b) The participant must assure that each Registrant's password expires on a certain date, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- c) If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, 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' ownership of and the validity of the MLS' 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 17.4

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 17.5

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

Section 17.6

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

- c) The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.

Section 17.7

- a) Subject to Subsection b., below, a participant's VOW may allow third-parties:
 - i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - ii) to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b) Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 17.8

A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The participant shall correct or remove any false information relating to a specific property within forty-eight (48) hours following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 17.9

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

Section 17.10

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

Section 17.11

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 17.12

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

Section 17.13

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 17.14

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.

Appendix A

Seller Opt-out Form

1. Check one.

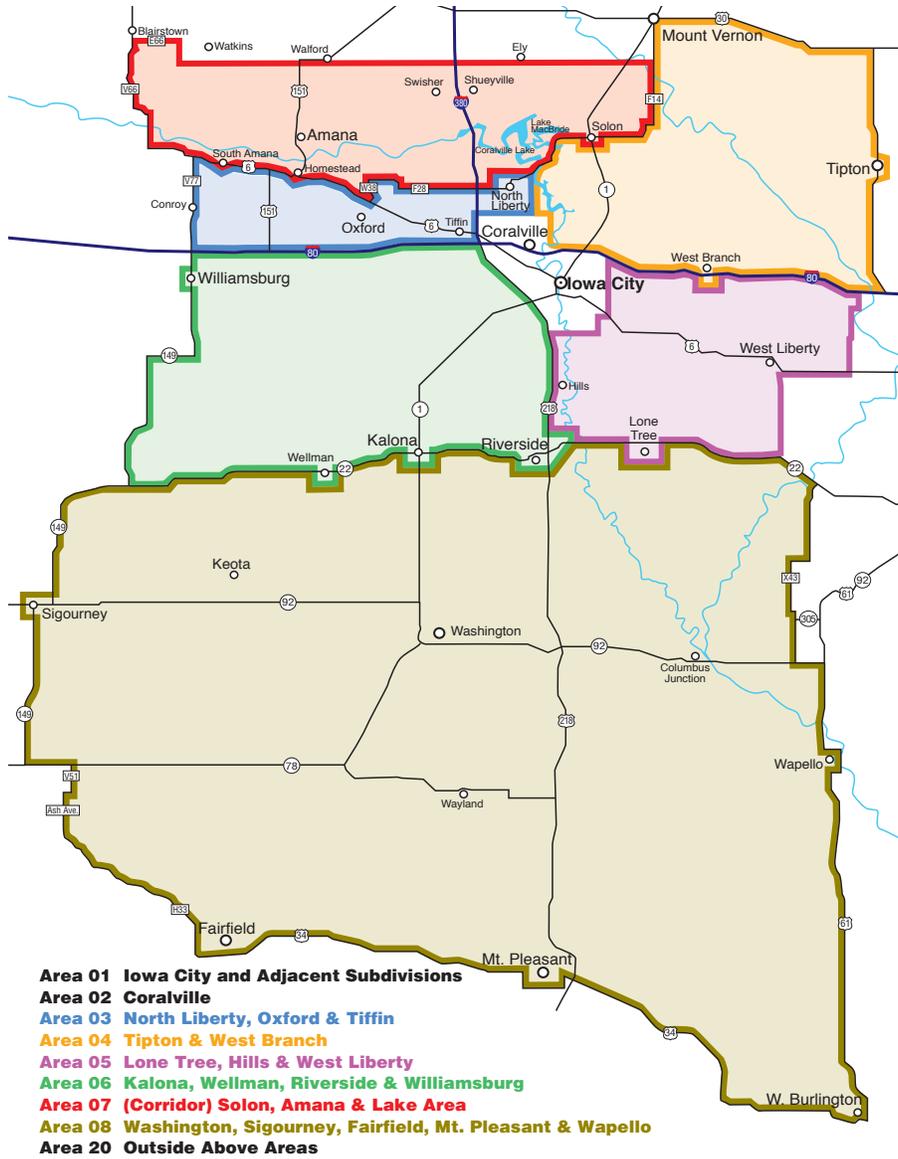
- a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
- b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

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

Appendix B

ICAAR Service Area Map



Appendix C

Iowa City Area Association of REALTORS®

MLS Citation Policy Guide

Integrity of data is the most important commodity that any MLS has. Protection of that integrity is a challenging task, but is paramount to providing our Participants and Subscribers with the best and most accurate data in order to serve the public. In order to better ensure the integrity of the information contained in the MLS Database, The Iowa City Area Association for REALTORS® has enacted the following Citation Policy Guide in accordance with Section 9 of the ICAAR MLS Rules and Regulations. All complaints involving violations of the ICAAR MLS Rules and Regulations will be processed by the ICAAR staff in accordance with this policy. This policy does not cover violations of the Code of Ethics or Professional Standards Arbitration, which is handled by Iowa REALTORS®

Fines and other penalties will be administered according to this Citation Policy Guide and are subject to change on the recommendation of the MLS Committee and approval of the Board of Directors.

The identity of the reporting agent shall always be kept confidential during the citation process.

Compliance with the Rules

By becoming and remaining a Participant or subscriber in this MLS, each Participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions.

Discipline that may be imposed shall consist of one or more of the following:

- Written notice of warning
- Written notice of disciplinary action and fine
- Attendance at MLS orientation or other appropriate courses or seminars which the Participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- Appropriate, reasonable fine not to exceed \$15,000
- Suspension of MLS rights, privileges, and services for not less than thirty (30) days or more than one (1) year
- Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years (Adopted 11/07)

Note 1: A participant (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 may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14)

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

MLS will suspend Participants and Subscribers for failure to pay fees issued by the MLS. When a Participant is suspended from access to the MLS database and MLS services, all subscribers affiliated with such Participant may also lose access to the MLS database and MLS services. The following action may be taken for noncompliance with rules:

- 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.
- 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 exclusive".
- For failure to comply with any other rules, the provisions of Sections 9.1 and 9.2

Participants, Subscribers and all other users are subject to these Rules and may be disciplined for violations thereof. Further, failure of any user to abide by the Rules, or any sanction imposed for violations thereof may subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all Subscribers under state law and the Code of Ethics.

Once a Subscriber has exhausted or waived all opportunities for appeal of any fine, and the fine has been finally adjudicated, the fine is due, and the Participant is bound to pay the fine if the Subscriber fails to do so. The Participant has the option, however, to terminate the Subscriber from the Participant's firm and avoid any further responsibility for the fine. In that event, the fine will remain on the Subscriber's record and that Subscriber will not be granted MLS access through any Participant until it is paid. No letter of Good Standing will be issued in the case the Subscriber moves to another MLS.

How to Report a Violation

Alleged violations of the ICAAR MLS Rules and Regulations must be made in writing and may be initiated by:

1. ICAAR MLS Brokers (defined as the Participant in the ICAAR MLS Rules and Regulations)
2. ICAAR MLS Agents (defined as the Subscriber in the ICAAR MLS Rules and Regulations)
3. ICAAR MLS staff members

Alleged violations must be emailed to icaar@icaar.org and must include the following:

1. The Subject name "MLS Violation"
2. The address of the listing being reported
3. The reason for reporting the listing
4. May also include any photos that support the alleged violation

A confirmation email will be sent within 24 hours of receipt. ICAAR staff members may reach out to the reporting agent for further information or clarification. The reporting agent will have 24 hours to respond to any request for further information. Once ICAAR staff has the information needed, there shall be no further follow up with the reporting agent. The reporting agent's identity shall be kept confidential during reporting and any appeal that might occur.

Citation Notice and Appeal Process

Every Participant or Subscriber shall receive one written notice of warning for one violation and only one warning per calendar year regardless of the type of violation. Any following violations shall result in the written notice of disciplinary action and fine. This does not include violations of the Clear Cooperation rules, Compensation on the MLS rules, or allowing unauthorized access to the MLS, as these violations shall result in immediate disciplinary action and fine.

All information shall be reviewed by ICAAR staff. If the reported information has been deemed credible the appropriate action shall take place immediately and if a fine is warranted it shall be issued to the Agent's member account at www.icaar.org within 24 hours and an email notice of the Citation and Fine shall be sent to the Agent's Broker. All violations shall be corrected with 24 hours of notice given.

Once notice has been sent the Agent shall have thirty (30) days to either pay the fine or request an appeal, by emailing icaar@icaar.org and must include the following;

1. The Subject name "MLS Violation Appeal"
2. The address of listing that received the citation
3. The reasons for appealing the citation

Appeals shall not be accepted by phone. If an appeal is requested the thirty (30) day time frame shall pause until the appeal has been reviewed by the MLS Committee. The MLS Committee shall review all information regarding the citation, minus the reporting Agent's identity, during the regularly scheduled monthly Committee meeting time.

The appealing agent shall have the right to defend themselves in front of the MLS Committee when their appeal is reviewed. Appearance shall be mandatory if requested by the MLS Committee Chairperson. If, after reviewing the information, the Committee decides that violation is credible the MLS Committee Chairperson shall notify the Agent, copying the Broker of their decision and the thirty (30) days shall resume.

If the agent chooses to appeal the MLS Committee's decision, they shall submit another appeal, following the stated process above, stating that they wish to appeal to the Board of Directors. Appearance of the Agent along with their Broker shall be mandatory during regularly scheduled Board of Directors monthly meeting time. If, after reviewing the information, the Board decides that the violation is credible the Association CEO shall notify the Agent and their Broker that the violation and fine shall stand and payment is due immediately.

If no appeal is requested within the thirty (30) days the fine shall stand and MLS access shall be suspended until payment has been received. No appeal shall be allowed if MLS access is suspended. If, at any time during the citation process, the fine is found to not be credible a fine shall not be issued and no further action shall be taken by the ICAAR staff.

If the offending agent's broker or agent from their office currently sits on the MLS committee that committee member shall recuse themselves from all discussion during committee meetings from the violation and appeal process.

List of Violations

Rule Section	Violation	Fine
Section 2.3	Unlicensed Office Staff or Assistants	\$500.00
Section 2.4	Notification of Licensees	\$500.00
Section 2.9	Orientation and Other Training	\$500.00
Section 3.1	Listings Subject to Rules and Regulations of the Service	\$500.00
Section 3.2	Permission for Entering Listing Information	\$1,000.00
Section 3.3	Clear Cooperation Policy	\$1,000.00
Section 3.10	Use of Remarks/Agent Remarks Field	\$250.00
Section 3.11	Delayed Showings	\$500.00
Section 3.12	Co-listings	\$500.00
Section 3.13	To be Built/New Construction	\$100.00
Section 3.15	Manufactured Home Sales	\$100.00
Section 3.16	Duplicate Listings	\$100.00
Section 3.17	Submissions of Photographs and Other Graphic Representations	\$100.00
Section 3.19	Audio and Visual Media Prohibitions	\$500.00
Section 3.23	Expiration and Extension of Listings	\$100.00
Section 3.29	Limited Service Listings	\$1,000.00
Section 3.36	Advertising Services as "Free"	\$1,000.00
Section 4.2	Presentation of Offers	\$1,000.00
Section 4.3	Submission of Written Offers	\$1,000.00
Section 4.4	Disclosing the Existence of Offers	\$500.00
Section 4.7	Contingencies Applicable to Listings	\$100.00
Section 4-8	Reporting Resolutions of Contingencies	\$100.00
Section 4.9	Reporting Under Contract Sale	\$100.00
Section 4.10	Reporting Cancellation of Pending Sales	\$100.00
Section 4.11	Reporting Sales to the MLS	\$100.00
Section 4.12	Advertising of Listing Filed with the Service	\$500.00
Section 4.13	Access to Property	\$1,000.00

Section 5.1	Information for Participants Only; No Password Sharing	\$5,000.00
Section 5.2	“For Sale” signs	\$100.00
Section 5.3	“Sold” signs	\$100.00
Section 5.4	Solicitation of Listing Filed with the MLS	\$1,000.00
Section 5.5	Use of the terms MLS and Multiple Listing Service	\$1,000.00
Section 6.1	No Offers of Compensation in MLS	\$2,500.00
Section 11.3	Unauthorized Use of Intellectual Property	\$500.00
Section 12	Violation of Use of Copyrighted MLS Compilation Information	\$5,000.00
Section 13	Violation of Use of MLS Information	\$5,000.00
Section 15	Violation of Lockbox Policy	\$100.00
Section 15	Unauthorized Access to Lockboxes	\$1,000.00
Section 16	Violation of Internet Data Exchange (IDX) and Web API Policy	\$5,000.00

This list shall be reviewed and updated on a regular basis with the approval of the Board of Directors.