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**IOWA CITY AREA ASSOCIATION OF REALTORS®
MULTIPLE LISTING SERVICE**

RULES AND REGULATIONS

(Amended 5/20)

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IOWA CITY AREA ASSOCIATION OF REALTORS®

MULTIPLE LISTING SERVICE

RULES AND REGULATIONS

(Amended 10/21)

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

DEFINITIONS: As used herein,

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

LISTING PROCEDURES

SECTION 1. LISTING PROCEDURES AND PAPERLESS GUIDELINES

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

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

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

A. CLEAR COOPERATION

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19)

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

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

Note 2: Until the property has been submitted to the Service there shall be no sign placed on the property and no marketing allowed including coming soon postings. Violator's shall be subjected to a fine. (adopted 3/17)

Note 3: The Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is a type accepted by the service, although a property data form may be required as approved by the Multiple Listing Service. However, the Multiple Listing Service, through its legal counsel:

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

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

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

Note 4: Until the property has been submitted to the Multiple Listing Service the agent may not advertise or market the property on social media. Violator's shall be subjected to a fine. (*adopted 3/17*)

Note 5: If requested by the board staff members shall provide any needed documentation within one business day. Violator's shall be subject to fine. (*adopted 3/17*)

The different types of listing agreements include:

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

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

C. Office exclusive/private listing

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

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

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

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

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

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

D. Open Listings

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

E. Net Listings

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

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

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

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

G. Property

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

H. Current Listings

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

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

SECTION 1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE

Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the Rules and Regulations of the Service upon signatures of the seller (s).

SECTION 1.2 DETAIL ON LISTINGS FILED WITH THE SERVICE

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

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

SECTION 1.3 EXEMPTED LISTINGS

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

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

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

SECTION 1.4 CHANGE OF STATUS OF LISTING

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the brokerage within twenty-four (24) hours (excepting weekends, holidays and postal holidays) after the authorized change is received by the listing broker.

SECTION 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION

Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the Service, including an agreement between the seller and the listing broker which authorizes the withdrawal.

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

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

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

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

SECTION 1.6 CONTINGENCIES APPLICABLE TO LISTINGS

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

SECTION 1.7 LISTING PRICE SPECIFIED

The full gross listing price stated in the listing contract will be included in the information published in the Multiple Listing Service compilation of current listings, unless the property is subject to auction.

SECTION 1.8 ACCURACY OF LISTING DATA

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

SECTION 1.9 LISTING MULTIPLE UNIT PROPERTIES

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Property Profile Sheet. When a listed property has been sold, proper notification should be given to the Multiple Listing Service within 3 business days. Violators shall be subject to fine. (*amended 3/17*)

SECTION 1.10 SUBMISSION OF PHOTOGRAPHS OR OTHER GRAPHIC REPRESENTATIONS

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

SECTION 1.11 SUBMISSION OF LEGALLY REQUIRED SELLER DISCLOSURE INFORMATION

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

SECTION 1.12 PRICE CHANGE INFORMATION

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

SECTION 1.13 DAYS/TIME ON MARKET INFORMATION

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

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

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

SECTION 1.15 EXPIRATION, EXTENSION AND RENEWAL OF LISTINGS

Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement unless prior to that date-the MLS receives notice that the listing has been extended or renewed. If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service.

SECTION 1.16 TERMINATION DATE ON LISTINGS

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

SECTION 1.17 JURISDICTION

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

SECTION 1.18 LISTINGS OF SUSPENDED PARTICIPANTS

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

SECTION 1.19 LISTINGS OF EXPELLED PARTICIPANTS

When a Participant of the Service is expelled from the Multiple Listing Service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, Multiple Listing Service Rules & Regulations or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the Multiple Listing Service shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the Multiple Listing Service beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association (except where Multiple Listing Service participation

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

SECTION 1.20 LISTINGS OF RESIGNED PARTICIPANTS

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

SECTION 1.21 LIMITED SERVICE LISTINGS

Listing agreements under which the listing broker will not provide one, or more, of the following services will be identified with an appropriate code or symbol (e.g. "LR" or "LS") in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property:

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

SECTION 1.22 PROTECTION CLAUSES IN ASSOCIATION MLS STANDARD LISTING CONTRACT

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

SECTION 1.23 PROPERTY ADDRESSES

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

SECTION 1.24 NON-FILTERING OF LISTINGS

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

SECTION 1.25 SERVICES ADVERTISED AS "FREE"

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

SELLING PROCEDURES

SECTION 2 SHOWINGS AND NEGOTIATIONS

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

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

SECTION 2.1 PRESENTATION OF OFFERS

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

SECTION 2.2 SUBMISSION OF WRITTEN OFFERS

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

SECTION 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER

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

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

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

SECTION 2.5 REPORTING SALES TO SERVICE

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

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

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

Note 2: In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:

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

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

Note 3: As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. (Adopted 11/11)

SECTION 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES

The listing broker shall report to the Multiple Listing Service within 24 hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement canceled.

SECTION 2.7 ADVERTISING OF LISTING FILED WITH THE SERVICE

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

SECTION 2.8 REPORTING PENDING SALE

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

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

SECTION 2.9 REPORTING CANCELLATION OF PENDING SALE

The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale and the listing shall be reinstated immediately.

SECTION 2.10 DISCLOSING THE EXISTENCE OF OFFERS

Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller’s approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. *(Amended 11/08)*

SECTION 2.11 ACCESS TO PROPERTY

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

REFUSAL TO SELL

SECTION 3 REFUSAL TO SELL

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

PROHIBITIONS

SECTION 4 INFORMATION FOR PARTICIPANTS ONLY

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

SECTION 4.1 "FOR SALE" SIGNS

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

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

SECTION 4.2 "SOLD" SIGNS

Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

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

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

SECTION 4.3 SOLICITATION OF LISTING FILED WITH THE SERVICE

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

SECTION 4.4 USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE

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

DIVISION OF COMMISSION

SECTION 5 COMPENSATION SPECIFIED ON EACH LISTING

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

promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 11/98)

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

* The compensation specified on listings filed with the Multiple Listing Service shall appear in one of two forms. The essential and appropriate requirements by an association Multiple Listing Service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the Multiple Listing Service shall be shown in one of the following forms:

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

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

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

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

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

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

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

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

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

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

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

SECTION 5.0.2 DISCLOSING POTENTIAL SHORT SALES

Multiple Listing Services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in MLS rules, short sales are defined as a transaction where title transfers; where the sale price is insufficient to pay the total of all liens and costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies.

Multiple Listing Services may, as a matter of local discretion, require Participants to disclose potential short sales when Participants know a transaction is a potential short sale. In any instance where a Participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other Participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating Participants.

Where Participants are permitted to communicate to other Participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating Participants, Multiple Listing Services may, as a matter of local discretion, require listing Participants to disclose to cooperating Participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 24 hours of receipt of notification from the lender. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to Participants and subscribers. *(Amended 5/10)*

SECTION 5.1 PARTICIPANT AS PRINCIPAL

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

SECTION 5.2 PARTICIPANT AS PURCHASER

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

SECTION 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS

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

SERVICE CHARGES

SECTION 6 SERVICE FEES AND CHARGES

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

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

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

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

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

COMPLIANCE WITH RULES

SECTION 7 COMPLIANCE WITH RULES/AUTHORITY TO IMPOSE DISCIPLINE

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

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the Participant or subscriber can reasonable attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MLS rights, privileges, and services for not less than thirty (30) days or more than one (1) year
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years (Adopted 11/07)

SECTION 7.1 COMPLIANCE WITH RULES

The following action may be taken for noncompliance with rules:

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

(b) The association office reserves the right to request and receive (within one (1) business day) copies of paperwork in regard to listings filed with the Multiple Listing Service or those listings considered to be “office exclusives.”

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

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

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

SECTION 7.3 PENALTIES

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

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

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

(c) Fine Guidelines:

1st offense written warning with note on agent record.

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

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

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

4th offense subject to board review along with the fine structure listed above.

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

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

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

(d) Unauthorized Access:

\$5000 for the first offense

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

- (e) Violation of the Rules and Regulations Governing Virtual Office Websites (VOWs)
 - \$2500 for the first offense
 - \$5000 for a second offense
 - Termination of MLS participation for a period of one (1) to three (3) years for a third offense.

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

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

Notwithstanding the limitations established in the National Association of REALTORS® *Code of Ethics and Arbitration Manual* or in other National Association policy, Multiple Listing Services operated as committees of associations of REALTORS® or as separate, wholly-owned subsidiaries of one or more associations of REALTORS® are authorized to impose financial penalties on Participants or subscribers as discipline for violations of MLS rules or other MLS governance provisions not greater than fifteen thousand (\$15,000) dollars. (Adopted 11/07)

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

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

SECTION 7.4 APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS

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

MEETINGS

SECTION 8 MEETINGS OF THE MULTIPLE LISTING SERVICE COMMITTEE

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

SECTION 8.1 MEETING OF MULTIPLE LISTING SERVICE PARTICIPANTS

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

SECTION 8.2 CONDUCT OF THE MEETINGS

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

ENFORCEMENT OF RULES OR DISPUTES

SECTION 9 CONSIDERATION OF ALLEGED VIOLATIONS

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

SECTION 9.1 VIOLATIONS OF RULES AND REGULATIONS

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Multiple Listing Service Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and Rules and Regulations of the of the Iowa City Area Association of REALTORS® within twenty (20) days following receipt of the committee's decision.

SECTION 9.2 COMPLAINTS OF UNETHICAL CONDUCT

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

SECTION 9.3 FILING COMPLAINTS

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

SECTION 9.4 ADMINISTRATIVE SANCTIONS

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

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

SECTION 9.5 APPEALS

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

If the MLS committee has a procedure established to conduct hearings, the decision of the MLS committee may be appealed to the board of directors of the association of REALTORS®. If a separately incorporated MLS has an established procedure

for the conduct of hearings, the decisions of the hearing tribunal shall be appealable to the board of directors of the MLS.
(Amended 11/20)

SECTION 9.6 COMPLAINTS OF UNETHICAL CONDUCT

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

CONFIDENTIALITY OF MULTIPLE LISTING SERVICE INFORMATION

SECTION 10 CONFIDENTIALITY OF MULTIPLE LISTING SERVICE INFORMATION

Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

SECTION 10.1 MULTIPLE LISTING SERVICE NOT RESPONSIBLE FOR ACCURACY OF INFORMATION

The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

OWNERSHIP OF THE MULTIPLE LISTING SERVICE COMPILATIONS AND COPYRIGHTS

SECTION 11

By the act of submitting any property listing content to the Multiple Listing Service, the Participant represents that he has been authorized to grant and also thereby does grant authority for the Multiple Listing Service to include the property listing content in its copyrighted Multiple Listing compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

SECTION 11.1

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

SECTION 11.2

Each Participant shall be entitled to lease from the Iowa City Area Association of REALTORS® a number of copies of each Multiple Listing Service compilation sufficient to provide the Participant and each person affiliated as a licensee, including licensed or certified appraisers, with such Participant with one copy of such compilation. The Participant shall pay for each such copy, the rental fee set by the Association.

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

USE OF COPYRIGHTED MULTIPLE LISTING SERVICE COMPILATIONS

SECTION 12 DISTRIBUTION

Participants shall at all times maintain control over and responsibility for each copy of any Multiple Listing Service compilation leased to them by the Iowa City Area Association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an

appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information by or published by an association Multiple Listing Service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association Multiple Listing Service where access to such information is prohibited by law.

SECTION 12.1 DISPLAY

Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the Multiple Listing Service compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties described in said Multiple Listing Service compilations.

SECTION 12.2 REPRODUCTION

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

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

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

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

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

SECTION 12.3 PARTICIPATION

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

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and ongoing basis during

the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law. (Adopted 11/08)

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

Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association Multiple Listing service where access to such information is prohibited by law. Additionally, the foregoing does not prohibit association multiple listing services, at their discretion, from categorizing non-principal brokers, sales licensees, licensed and certified appraisers and others affiliated with the MLS members or Participants as users or subscribers and, holding such individuals personally subject to the rules and regulations and any other governing provisions of the MLS and to discipline for violations thereof. MLSs may, as a matter of local determination, limit participatory rights to individual principal brokers, or to their firms, and to licensed or certified appraisers, who maintain an office or Internet presence from which they are available to represent real estate sellers, buyers, lessors or lessees or from which they provide appraisal services. (Amended 5/02)

Where the terms subscriber or user are used in connection with a multiple listing service owned or operated by an association of REALTORS[®], they refer to non-principal brokers, sales licensees, and licensed and certified real estate appraisers affiliated with an MLS Participant and may, as a matter of local option, also include a Participant's affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under the direct supervision of an MLS Participant or the Participant's licensed designee. If such access is available to unlicensed or uncertified individuals, their access is subject to the rules and regulations, the payment of applicable fees and charges (if any), and the limitations and restrictions of state law. None of the foregoing shall diminish the Participant's ultimate responsibility for ensuring compliance with the rules and regulations of the MLS by all individuals affiliated with the Participant. (Adopted 4/92)

Under the Board of Choice policy, MLS participatory rights shall be available to any REALTOR[®] (principal) or any firm comprised of REALTORS[®] (principals) irrespective of where they hold primary membership subject only to their agreement to abide by any MLS rules or regulations; agreement to arbitrate disputes with other Participants; and payment of any MLS dues, fees, and charges. Participatory rights granted under Board of Choice do not confer voting privileges or eligibility for office as an MLS committee member, officer, or director, except as granted at the discretion of the local board and/or MLS. (Amended 5/97)

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

None of the foregoing shall be construed as requiring an association to grant MLS participatory rights, under Board of Choice, where such rights have been previously terminated by action of that association's board of directors. (Adopted 11/95)

SECTION 12.4 ORIENTATION

Multiple Listing Services may, as a matter of local discretion, require applicants for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and

regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided.

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

SECTION 12.5 NATURE OF THE STANDARD MULTIPLE LISTING SERVICE MARK

The NATIONAL ASSOCIATION OF REALTORS® has approved a standard multiple listing service logo (the “Logo”) for use by authorized chartered association 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 Membership Marks Manual.

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

SECTION 12.6 AUTHORIZATION TO USE THE STANDARD MULTIPLE LISTING SERVICE LOGO

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

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

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

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

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

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

USE OF MULTIPLE LISTING INFORMATION

SECTION 13 LIMITATIONS ON USE OF MULTIPLE LISTING SERVICE INFORMATION

Use of information from Multiple Listing Service compilation or current listing information, from the Association's statistical report or from any sold or comparable report of the Association or Multiple Listing Service for public mass-media advertising by a Multiple Listing Service Participant or other public representations may not be prohibited.

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

Based on information from the Iowa City Area Association of REALTORS® Multiple Listing Service for the period (date) through (date).

SECTION 13.1 REAL ESTATE TRANSACTION STANDARDS

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

SECTION 13.2 CUSTOMER AND TECH SUPPORT

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

SECTION 13.3 FAIR HOUSING POLICY

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

CHANGES IN RULES AND REGULATIONS

SECTION 14 CHANGES IN RULES AND REGULATIONS

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

INTERNET DATA EXCHANGE (IDX)

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

SECTION 15 **IDX DEFINED**

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

SECTION 15.1 **AUTHORIZATION**

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

SECTION 15.2 **PARTICIPATION**

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

SECTION 15.2.1 **IDX NOTIFICATION**

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

SECTION 15.2.2

MLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines. (Amended 5/12)

SECTION 15.2.3

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

SECTION 15.2.4

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

SECTION 15.2.5

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

SECTION 15.2.6

Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

SECTION 15.2.7

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

SECTION 15.2.8

Any IDX display controlled by a Participant or Subscriber that

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

either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 15.2.9, a participant’s IDX display may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 5/12)

SECTION 15.2.9

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

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

SECTION 15.3 DISPLAY

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

SECTION 15.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

SECTION 15.3.1.1

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

SECTION 15.3.2

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

SECTION 15.3.3

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

SECTION 15.3.4

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc. of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

SECTION 15.3.5

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

SECTION 15.3.6

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

SECTION 15.3.7

Deleted November 2006.

SECTION 15.3.8

All listings displayed pursuant to IDX shall show the MLS as the source of information. Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

SECTION 15.3.9

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability. Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

SECTION 15.3.10

The data that consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instances shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. (Amended 11/09)

SECTION 15.3.11

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

SECTION 15.3.12

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of

minimal information (e.g. “thumbnails,” text messages, “tweets,” etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 11/14)

SECTION 15.3.13

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

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

SECTION 15.3.14

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

SECTION 15.3.15

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

SECTION 15.4

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

SECTION 15.5

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

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

SECTION 15.6

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

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

VIRTUAL OFFICE WEBSITE RULES

SECTION 16 VIRTUAL OFFICE WEBSITE RULES

Section 16.1

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

(b) As used in Section 16 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability.” References to “VOW” and “VOWs” included all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

(c) “Affiliated VOW partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has

independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

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

Section 16.2

(a): The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

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

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

Section 16.3

(a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

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

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

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

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

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

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

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

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

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

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

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

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

Section 16.4

A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 16.5

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

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

Section 16.6

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

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

Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

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

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

initials of seller

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

Section 16.7

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

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 16.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

Section 16.8

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

Section 16.9

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

Section 16.10

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

Section 16.11

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

Section 16.12

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

Section 16.13

A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Section 16.14

A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 16.15

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

- a. Expired, withdrawn, or pending ("under contract") listings.
- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- d. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

Section 16.16

A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

Section 16.17

A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 16.18

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

Section 16.19

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

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

Section 16.20

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

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

Section 16.21

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

Section 16.22

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

Section 16.23

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

Section 16.24

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