Rules & Regulations

Ver 2.1.0, rev 10/13/2025

Definitions

Advised in Writing (Notice)

When used in these Rules and Regulations the terms “advised in writing” or “notice” may include any written notification including email or direct messages through the MLS System.

Agreement of Sale (Purchase Agreement)

When used in these Rules and Regulations the term agreement of sale includes agreement to lease (or rent).

Authorized Affiliate

An authorized affiliate is any:

- Subscriber affiliated with a Participant, OR
- Unlicensed Assistant who performs actions on behalf of or with the authority of the Participant employed by:
    - the Participant’s brokerage firm,
    - the Participant,
    - a Subscriber affiliated with the Participant, or
    - a group which can include the Participant and/or Subscribers.

Business Day

Business days are weekdays (Mondays through Fridays) except weekdays that are:

- federal holidays, OR
- US Postal Service holidays, OR
- Louisiana state holidays.

Buyer

When used in these Rules and Regulations the term Buyer includes tenant (or lessee).

Counter-Offer

An offer on which the offeror has modified the terms for purchase or lease offered by the offeree and through which he seeks the Buyer’s agreement to purchase or lease in accordance with those modified terms.

Exclusive Agency Listing Contract

A contractual agreement under which:

- a single listing broker[1] is granted authority to act as the agent or as the legally recognized non-agency representative of the Seller, to the exclusion of all others during the term of the contract, AND
- the Seller agrees to pay a fee or commission
- to the listing broker if the property is sold through the efforts of any real estate broker, BUT
- if the property is sold solely through the efforts of the Seller, the Seller is not obligated to pay a commission to the listing broker.

Exclusive Right to Sell Listing Contract

A contractual agreement under which:

- a single listing broker[2] is granted authority to act as the agent or as the legally recognized non-agency representative of the Seller, to the exclusion of all others during the term of the contract, AND the Seller agrees to pay a fee or a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the Seller or anyone else.

Exclusive Right with Exception

An exclusive right to sell listing contract may include a provision allowing the Seller to name one or more individuals or entities as exemptions or exclusions to the listing agreement and if the property is sold to any so exempted or excluded Buyer, the Seller is not obligated to pay a fee or commission to the listing broker.[3]

Filed with the Service

Either electronically input or delivered to MLS. When filed with the service refers to a listing, a draft listing is not considered filed with the service.

Internet Data Exchange (IDX)

IDX affords MLS Participants the ability to authorize limited electronic display of their listings by other Participants.

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[1] The term 'single listing broker' shall include listings of one or more brokers (co-listings), each of whom shall be fully identified and each of whom shall be fully responsible for the obligations of a listing broker as if each was the sole listing broker.

[2] The term 'single listing broker' shall include listings of one or more brokers (co-listings), each of whom shall be fully identified and each of whom shall be fully responsible for the obligations of a listing broker as if each was the sole listing broker.

[3] An exclusive right to sell listing contract in which one or more named prospects are exempted is not an exclusive agency listing.

Internet Data Exchange Participant (IDX Participant)

An MLS Participant who authorizes limited electronic display of their listings by other Participants in return for permission to display their listings.

Internet Data Exchange Subscriber (IDX Subscriber)

A Subscriber affiliated with an IDX Participant who:

- with the written permission and authority of such Participant, displays listings of property in the Internet Data Exchange Database upon the acceptance by MLS of a fully executed licensing agreement (available from MLS):
    - subject to the Participant's consent and control, and
    - in accordance with all applicable laws and regulations, and
    - in accordance with MLS rules.

Internet Data Exchange Database (IDX Database)

The current aggregate compilation of all listings of all IDX Participants except those listings where the property Seller and/or IDX Participant has opted out of all Internet display by so indicating on the listing contract and entry into MLS's MLS database. MLS owns the IDX Database.

Listing Content

Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

Listings

References to listings, as used herein, shall be deemed to include, but is not limited to, any and all Listing Content , and other details or information related to listed property included in the MLS by the listing agent.

MLS Compilation

Any format in which Listing Content is collected and disseminated to the Participants, including but not limited to, bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

Net Listing Contract

A listing which entitles the real estate broker to receive as compensation any amount over a given net amount to the Seller.[4]

Offer

When the word "offer" appears, it shall mean an agreement of sale for the purchase or lease of real property signed by all Buyers but not signed by the Seller.

Office Exclusive Listing

This exclusion is assigned to exempted listings[5] filed with MLS under the provisions of Section 1.3 of these Rules and Regulations.[6]

Participant

Any REALTOR who agrees to conform to the rules and regulations and pays the costs incidental thereto and is a principal, partner, corporate officer or branch office manager who holds a current, valid real estate broker's license and cooperates with other Participants or is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to cooperate with listing brokers or agents in the MLS[7].

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[4] MLS does not accept net listing contracts. Net listings are illegal in most states and deemed unethical according to the Handbook on Multiple Listing Policy, published annually by the National Association of REALTORS®.

[5] Exempted Listings are listings of property in which the Participant has been directed by the Seller either:

1) not to disseminate information about the property to other Participants or Authorized Affiliates of MLS by means of the MLS Participant Database, OR
2) not to cooperate with any other broker.

[6] All listings (including exempted listings) located within the MLS service area; taken in accordance with these Rules and Regulations; must be filed with MLS within three (3) business days. Exempted Listings, even though so filed, are not disseminated to other Participants or Authorized Affiliates by MLS. Direct promotion of the listing between brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients is NOT considered public advertising. **If office exclusive listings are displayed or advertised to the general public, including but 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; the listing must be submitted to the MLS for cooperation by removing the exclusion within one business day of the public advertisement.**

[7] "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

Projected Closing Date

The date at which the parties estimate the property will be scheduled to close. As an estimate, should circumstances change so that the projected closing date changes (or has passed), the projected closing date should be updated to indicate a new future projected closing date to indicate that the property is still under contract and continuing to working toward a future closing date.

Proposed Construction

Presale Properties where the lot is purchased as part of the cost of the home to be built may be entered into the MLS." [8]

Purchase

When used in these Rules and Regulations the term purchase includes lease (or rent).

Received / Receipt by Participant

A Participant shall be deemed to have received or be in receipt of a document (including but not limited to any contract, addendum or notification) when it is delivered to:

- the Participant, OR
- any Subscriber affiliated with the Participant, OR
- the Participant's place of business.

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number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law. The key is that the participant or potential participant actively endeavors to make or accept offers of cooperation 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. 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 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.

[8] When a new development is ready to market, a listing may be entered for each model that will be available to be built. A special photo showing a Sample Plan will be used as the main photo on these listings. These listings must have an address and a lot and block. These listings must have the base price for that floor plan. If any options are included on this listing the price must include these options. When a lot that has a sample floor plan listing on it sells as a presale, then the sample floor plan must be moved to another vacant lot. Sold data on the presale must be entered on the lot that was sold. The Property Type should be entered as Residential and the Property Condition is to identify To Be Built or Under Construction. When there are no longer any available properties in the development the model listing(s) must be withdrawn. Penalties apply in the same manner as enforcement procedure for reporting new listings, Office Exclusive Listings, Contingencies, Pending, Sold Information to include changing of the projected closing date if closing is delayed, Withdrawn, Contact information on Photos or in Customer Remarks, etc.

Reported

Any addition, change or deletion to listing data filed with MLS, is deemed to be reported to MLS when the Participant or their Authorized Affiliate completes the electronic input of the addition, change or deletion in the MLS System.

Sale (For Sale)

When used in these Rules and Regulations the term sale (and for sale) includes lease (and for lease) and rent (and for rent).

Sales Price or Sold Price

The amount of money or consideration paid and/or given at closing in exchange for the transfer of ownership of a property. In the event the recorded sales price differs from the actual sales price, the actual sales price shall be reported to the service. Under no circumstance shall the recorded sales price replace, supersede and/or substitute the actual sales price.

Seller

When used in these Rules and Regulations, Seller is deemed to refer to all of the individuals or entities holding ownership to a property. Additionally, as used herein the term Seller includes lessor.

Sold (also Settled or Closed)

When used in these Rules and Regulations the terms sold and settled include “leased” (or “rented”).

Subscriber

Any non-principal broker (associate broker), sales associate or licensed or certified appraiser affiliated with a Participant who are properly registered to and authorized by the MLS.

MLS compilation

Any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

MLS or MLS System

The Internet based computer application providing interactive access to the automated continuously updated electronic MLS Participant Database, a service provided by the ROAM, LLC.

MLS Service Area

The following parishes constitute the MLS Primary Service Area

- Acadia
- Allen
- Ascension
- Assumption
- Avoyelles
- Beauregard
- Catahoula
- East Baton Rouge
- East Feliciana
- Evangeline
- Grant
- Iberia
- Iberville
- Jefferson
- Lafayette
- Lafourche
- LaSalle
- Livingston
- Natchitoches
- Orleans
- Plaquemines
- Pointe Coupee
- Rapides
- Sabine
- St. Bernard
- St. Charles
- St. Helena
- St. James
- St. John
- St. Landry
- St. Martin
- St. Mary
- St. Tammany
- Tangipahoa
- Terrebonne
- Vermilion
- Vernon
- Washington
- West Baton Rouge
- West Feliciana
- Winn

Property 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.

Unlicensed Assistant

A person, not eligible under MLS rules to be either a Participant or a Subscriber, who is employed by:

- a Participant's brokerage firm, OR
- a Participant, OR
- a Subscriber, OR
- a group of Participants and/or Subscribers.

Unlicensed Assistants may access the MLS System, **unless precluded by law**, only for the purpose of assisting a Participant or Subscriber to:

- obtain a listing, OR
- file a listing of property with MLS or report modifications to same, OR
- determining available homes to be shown to potential Buyers, OR
- determine the market value of a property, OR
- compile names and addresses of potential sellers and buyers of real estate, OR
- assist in the completion of the sale of a property in accordance with an agreement of sale.

Violator

A Participant or Subscriber who has been found to be in violation of MLS Rules and Regulations.

Status Definitions

Active

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

Pending Continue to Show

An offer has been accepted but the listing is still being marketed. This status is on-market.[9]

Open Predication Contingency

An offer has been accepted but the purchase agreement is contingent upon the sale of another property by the buyer. Under the terms of an Open Predication clause included in the purchase agreement, the Buyer has agreed to, within a specified period of time after seller receives

[9] This status is also known as Active Under Contract per NAR and RESO Standards

another acceptable offer, either 1) remove the contract contingency for the sale of another property, or 2) release all rights under the agreement, permitting the Seller to accept the other acceptable offer that has been received. This status is on-market.[10]

Canceled

The listing contract has been terminated prior to the expiration date and the listing is off-market.

Closed

The purchase contract has been fulfilled or the lease agreement has been executed and the listing is off-market.

Expired

The listing contract has expired, and the listing is off-market.

Hold

A contract exists between the seller and the listing Participant. The listing is temporarily off-market with the intent to return to market. Withdrawn is similar to the Hold status but conveys the intent NOT to go back on-market,

Pending

An offer has been accepted and the listing is off-market.

Withdrawn

A contract exists between the seller and the listing participant. The listing has been taken off-market with the intent not to return to market. Hold is a similar status but conveys the intent to go back on-market.

Coming Soon

A contract exists between the seller and the listing participant. This is a listing that has not yet been on market but will be on market soon.

[10] This status is a combination of the Open Predication Contingency and the status also known as Active Under Contract, per NAR and RESO Standards.

Listing Procedures

Section 1 Listing Procedures

Listings of real or personal property[11] of the following types, which are listed subject to a real estate broker's license, and are located within the service area of the multiple listing service, and are taken by participants on listing contracts acceptable to MLS[12] shall be filed with the service within three (3) business days of the signatures of the seller(s), within one (1) business day of any public marketing[13] of the listing, or within one hour of being input into another MLS, whichever is earlier.

a. single family homes for sale or exchange

b. vacant lots and acreage for sale or exchange

c. two-family, three-family, and four-family residential buildings for sale or exchange

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

- 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 cooperate with other participants of the multiple listing service acting as subagents, buyer agents, or both.

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service.

The different types of listing agreements include:

- exclusive right-to-sell
- exclusive agency
- exclusive right-to-sell with exception
- open
- net

[11] Listings of personal property must be accompanied by the sale of real estate. Example: the sale of a mobile home must include the land that mobile home is on. The mobile home alone cannot be submitted to the MLS.
[12] Contracts acceptable to MLS are defined in subsections (a), (b), and (c) below.
[13] 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.

The service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it it is in the best interest of their clients.

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

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

Note 2: A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The multiple listing service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

Note 3: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. **M**

MLS shall accept listings subject to auction terms provided they are conducted in accordance with all applicable laws and the following conditions are met:

(1) a valid listing contract between the Participant and the Seller exists, subject to the requirements outlined in Section 1

(2) a listing price is specified as outlined in Section 1.7

(3) an agency relationship between the Seller and the Participant exists for the duration of the auction process

(5) the Participant clearly discloses in the MLS that the listing is subject to auction terms.

Section 1.01 Clear Cooperation

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

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

Section 1.1 Types of Properties

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

- residential
- residential income
- subdivided vacant lot
- land and ranch
- industrial
- retail
- motel-hotel
- mobile homes (must include sale or lease of land)
- mobile home parks
- commercial income
- office space
- business opportunity (which includes some interest in real property for sale or exchange)
- two-family, three-family and four-family and all other multi-family residential buildings
- All other types of property for sale, lease or exchange.

Section 1.1.1 Listings Subject to Rules and Regulations of the Service

Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s). **R**

a. A Participant or their Authorized Affiliate shall not enter a listing for a property in the MLS Participant Database at any time when the same property is currently listed by any other broker.

Note: If the property is co-listed with another broker that does not hold participatory rights in this MLS, the listing may not be included in the MLS Compilation, as the MLS will not accept listings from non-members.

b. If conflicting listings for the same property appear in the MLS Participant Database, MLS reserves the right to remove the listings from appearing in the MLS Participant Database and require that a notification be included in each listing disclosing that a dispute exists over the exclusive listing of the property. The notification shall be retained in each listing until such time as:

- only one of the competing listings is determined, in consultation with MLS's legal counsel, to be a valid contract, or listed on a type of listing contract accepted by MLS, OR
- the priority between all valid conflicting listings is determined by MLS in accordance with the Rules and Regulations, OR

- the conflict is resolved and reported to MLS, whichever occurs first.

Section 1.2 Detail on Listings Filed with the Service

A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. **R**

A property entered into the MLS may be listed under more than one property type. If entered under more than one property type, the listings not sold or leased must be Canceled when the property is sold or leased. A participant cannot enter a property more than once into the same property type.

A) PUBLIC REMARKS: Remarks in listing information submitted to MLS shall be objective information about the property and may not contain any names, branding, contact information.

B) REALTOR REMARKS: Contact and branding information may only be placed in fields designated for such, or in REALTOR® Remarks.

C) PHOTOS, SKETCHES, RENDERINGS, DEPICTIONSOR VIRTUAL TOURS ON LISTINGS FILED WITH THE SERVICE: Prior to submitting a listing to the MLS, the listing broker should own, or have the authority to license all listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to be published in the MLS compilation of listing information.

Required photos must appear in the MLS listing upon entry unless written documentation requesting a photo not be submitted is signed by the Seller and submitted to the MLS.

Residential and Multifamily properties (excluding properties under construction, to be built and vacant land) will require a minimum of five (5) photos on each listed property. The photos must include a front elevation, kitchen and bathrooms. All photos, sketches, renderings, or depictions submitted to the service must reflect an accurate portrayal of the property for that particular listing. The first five (5) required photo(s)must appear in the MLS upon entry. Coming Soon, Auction, and optionally reported non-listed sales (aka comps) listings will require a minimum of one (1) front elevation photo when listed. Coming Soon listings will require all five (5) photos prior to any change of status, and Auction, to be built, and under constructions listings will require all five (5) photos prior to Close.

Commercial and Lease properties (excluding properties that are under construction, to be built and vacant land) should include a minimum of one (1) photo on each listed property. All photos, sketches, renderings or depictions submitted to the service must reflect an accurate portrayal of the property for that particular listing.

Listing Photos and Virtual Tours appearing in the system shall not display branding of any type. Examples of prohibited branding include but are not limited to broker or agent signs, tour companies, or photographers. Photos or Virtual Tours must be of the listed property only and shall not contain additional information or imagery. MLS Staff is authorized to remove any photo or virtual tour in violation of this policy. Where available, a "Branded Virtual Tour" may include Broker and Agent branding only.

Participants and/or Subscribers shall not use property listing content[14] from a prior listing of a property for a current listing of the property without the express consent of the owner of proprietary rights in the listing content. Property listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, remarks, document attachments, and narratives related to the listed property.

Photo/Image Description: Photo/Image description text shall not include commission, bonus, security, agent contact or web site information. No broker or licensee sponsored by said broker shall use advertising which is misleading or inaccurate or in any way misrepresents any property, terms, value, policies, or services of the business conducted.

D) All properties required by law to have the Property Disclosure Document (PDD) Forms, shall submit those disclosures to MLS when the listing agreement is submitted, but no later than three (3) business days of listing entry unless the property is exempt from the Residential Property Disclosure. Any listing with a claim of an exemption should upload the exemption page clearly stating the basis for the exemptions from the PDD requirement.

E) LOCKBOXES: If a lockbox is installed on a listing the presence and location of the lockbox may be entered in the Private Remarks field or a designated showing field. However, combination codes for lockboxes may not be entered in any field within the MLS system.

Section 1.2.0. Accuracy of Listing Data

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

Listings found to have incomplete mandatory items or incorrect data will be subject to a fine after notification of Participant or Subscriber if corrections have not been made within two business days following such notifications.

Section 1.2.1 Limited-Service Listings

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

a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
b. advise the seller(s) as to the merits of offers to purchase

[14] Property 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.

c. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol 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.

The MLS has the right to request the listing agreement to determine if it is a valid Exclusive Agency or Exclusive Right to Sell listing and that the listing conforms to Louisiana State Law, L.S.A. R.S. 9:3891(1), with regard to agency. Once this listing has been approved by the ROAM Board of Managers and/or legal counsel it can be published through the ROAM MLS.

Section 1.3 Multiple Listing Options for Sellers

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

Delayed Marketing: Where the seller has directed the listing broker to delay the public marketing of their property through IDX and MLS syndication. A delayed marketing exempt listing shall be input into the MLS and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from showing or marketing the delayed marketing exempt listing in a matter consistent with the seller's choice.

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

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

Upon request, Participant will furnish copies of Exempt Listing Disclosure agreement to the MLS within one (1) business day.

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

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

Note 2: MLS Participants must distribute Office Exclusive eExempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day once after the listing is has been publicly marketed. See Section 1.01, Clear Cooperation. M

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 service within (1) business day after the authorized change is received by the listing broker. **R**

Section 1.5 Cancellation of Listing Prior to Expiration

Listings of property may be canceled from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service..

A listing cannot be canceled and relisted by the same brokerage prior to the expiration date of the original listing. If a listing is withdrawn temporarily, the original listing must be reactivated rather than entered as a new listing. When a listing is canceled and all necessary signatures have been obtained on a cancellation agreement, the listing may be changed to reflect the date on the cancellation agreement. **L**

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

Section 1.6 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the participants. **R**

Section 1.7 Listing Price Specified

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings.[15] **M**

Section 1.8 Listing Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the multiple listing service[16]. **O**

[15] Unless the property is subject to auction, in which the starting bid or reserve amount must be included as the listing price.

[16] A listing having Multiple Properties may be entered as one listing or separately, per Seller's discretion. If the properties are to be listed together at a combined price, the listing agreement should include all properties included in the list price. If the properties may be sold individually or as a package, this arrangement should be specified in the listing agreement. When part of a listed property has been sold the listing shall be considered canceled and the remainder of the listing of multiple properties should be reported to the MLS.

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

The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants. **M**

Section 1.10 Expiration of Listings

Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration 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. **M**

Section 1.11 Termination Date on Listings

Listings filed with the service shall bear a definite and final termination date, as negotiated between the listing broker and the seller. **M**

Section 1.12 Service Area

Only listings of the designated types of property located within the Service Area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's Service Area will be accepted if submitted voluntarily by a participant but cannot be required by the service.

Section 1.13 Listings of Suspended Participants

When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective.

If a participant has been suspended from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients. **M**

Section 1.14 Listings of Expelled Participants

When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective.

If a participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients. **M**

Section 1.15 Listings of Resigned Participants

When a participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned participant's listings in the MLS compilation of current listing information. 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. **M**

Section 1.16 Property Addresses

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

Section 1.A Retention of Listing Agreements

Participants shall retain, in the Participant's office, copies of listing contracts, extensions of listing contracts and other material changes of listing contracts and, upon request, will furnish said copies to MLS within one (1) business day.

Section 1.B Participation Not Transferable

Participation in MLS is on an individual basis and may not be transferred or sold to any corporation, firm or other individual. Any reimbursement due to a prepaid participation fee is a matter of negotiations between those transferring the business or determined by internal contract arrangement within the firm.

Section 1.C Assignment of Listings

In the event listings are to be assigned from one Participant to another Participant, MLS will require written notification, signed by the receiving Participant as well as the original Participant, stating that a) they are releasing the listing to another Participant and b) written permission to effectuate the assignment has been secured from all Seller(s).

Section 1.D Editing Listing Content

MLS reserves the right to edit listing data entered in free form fields (i.e., remarks fields, directions) or to perform programmatic updates related to the conversion of data fields in the MLS Participant Database authorized by the Board of Managers.

Section 1.E Coming Soon Listings

Coming Soon is a listing status that designates the property is listed but requires more time to prepare for the market. Coming Soon listings are searchable by Participants and Subscribers but are considered not yet on-market. Coming Soon listings are subject to the following rules:

- **a.** Coming Soon listings are considered off-market, not syndicated by the MLS for public display, and do not increase the Days on Market; and
- **b.** are not allowed to be shown and may not be scheduled for showings until the listing has been updated to an on-market status; and
- **c.** broker direct marketing outside of the MLS is allowed, but for-sale signs must display "coming soon"; and
- **d.** may be in the Coming Soon status for no more than 30 calendar days, after which the listing will automatically be set to active, and
- **e.** the date the listing is expected go on-market is required and may be changed, but may never exceed 30 days beyond the listing date; and
- **f.** the listing status may be changed manually, but once changed a listing may not return to Coming Soon; and
- **g.** an agreement must be executed by the seller agreeing to the use of Coming Soon, and upon request, Participant will furnish copies of Seller Coming Soon agreement to the MLS within one (1) business day; and
- **h.** a subscriber may not relist a canceled or expired listing that has not been out of the coming soon status for at least 30 days.

Selling Procedures

Section 2 Showings and Negotiations

Unless otherwise permitted under these rules and regulations, all listings with an on-market status will be made available for showing. Appointments for showings and negotiations with the seller for the purchase of listed property filed with the multiple listing service shall be conducted through the listing broker, except under the following circumstances:

a. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
b. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. **M**
c. No one shall enter a listed property without authorization. All appointments for a listed property must be authorized through the ROAM provided showing service(s) or the listing agent/broker, or as otherwise indicated in the Private Remarks of the MLS. **L**

d. Once a licensed Participant or Subscriber grants access to the property to any third party, they **MUST** remain on site while the third party they have granted access to the property is on the premises. Third parties may include, but are not limited to, clients, client's family and friends, appraisers, inspectors, contractors, roofers, etc.'. If a listing agent obtains authorization from the seller or responsible party, they may allow third parties to remain on the premises without the presence of a licensed agent. **L**

Section 2.A Showing Instructions

Showings of the Listed Property shall be made in accordance with showing instructions as published in the MLS or ROAM provided showing service, and in accordance with keyholder policy. **L**

Section 2.1 Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible[17] or give the cooperating broker a satisfactory reason for not doing so. **M**

Section 2.2 Submission of Written Offers and Counter-offers

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

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

Section 2.3 Right of Cooperating Broker in Presentation of Offer

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

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

[17] but no later than one (1) business day,

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

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

Section 2.5 Reporting Sales to the Service

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within one (1) business days after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within two (2) business days after occurrence and the listing broker shall report them to the MLS within one (1) business day after receiving notice from the cooperating broker[18].

Section 2.6 Reporting Resolutions of Contingencies

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

Section 2.7 Advertising of Listings Filed With the Service

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

Section 2.8 Reporting Sales in Process and Cancellation of Pending Sale

The listing broker shall report immediately[19] to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately[20]. **M**

Section 2.9

Section Intentionally left blank.

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[18] 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.

[19] But no later than one (1) business day

[20] Sales in process should be reported as Pending, Pending Continue to Show, or Open Predication Contingency not later than one (1) business day after both Buyer(s) and Seller(s) have signed an Agreement of Sale. The Contingent status when used requires the listing Participant to provide further explanation describing the contingency and the length of time involved. When reporting a listing as Pending or Contingent a projected closing date will be required. If the property has not closed by the projected closing date, then the listings projected closing date should be updated to reflect a new projected closing date.

Section 2.10 Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. **O**

Section 2.11 Optional Reporting of Non-listed Sales

If there is no exclusive right to sell or exclusive agency listing agreement on a property, but the sale of the property has closed and the selling broker is an MLS Participant, the property may be entered into the MLS for comparable information as long as the buyer or seller's permission has been given for the property to be included in the MLS comparables. Upon request, a Participant must promptly furnish a copy of the Buyer's or Seller's written permission to MLS. In order to list property in the MLS the property must be listed or sold by a REALTOR® member of the MLS. If not listed, but sold by a REALTOR® member the property can be entered into the MLS for the purpose of comps. All information required by the service must be accurately remitted and properly identified as non-listed solds.

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 participants

Prohibitions

Section 4 Information for Participants Only

Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker. **M**

Section 4.1 For Sale Signs

Only the for-sale sign of the listing broker may be placed on a property. Coming Soon listings must clearly display "Coming Soon" on the for-sale sign. **M**

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. **M**

Section 4.3 Solicitation of Listing Filed with the Service

Participants shall not solicit a listing on property filed with the service unless such solicitation is consistent with Article 16 of the REALTORS®' Code of Ethics, its Standards of Practice, and its Case Interpretations.[21]

[21] This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This section is intended to encourage sellers to permit their properties to be filed with

Section 4.4 Use of the Terms MLS and Multiple Listing Service

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

Section 4.5 Services Advertised as Free

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

Section 4.6 No Filtering of Listings

Participants and Subscribers must not filter out or restricted MLS listings that are communicated to customers or clients based on the name of a brokerage or agent. **M**

Section 4.A Use of Property Listing Content

Participants and/or Subscribers shall not use property listing content from a prior listing of a property for a current listing of the property without the express consent of the owner of proprietary rights in the listing content. Property listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, remarks, document attachments, and narratives related to the listed property. **L**

Section 4.B Degrading of Listing Content

In accordance with Section 11 of these Rules & regulations, Participants have authorized and consented to the MLS's use of content submitted. Subsequent to submission of a Listing, no Participant or Authorized Associate may purge, delete or otherwise remove elements of that listing that would substantially degrade the value of that listing, based on changes in status of the listing or any other condition.[22] **L**

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the service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.
Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.
This section is also intended to encourage brokers to participate in the service by assuring them that other participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.
This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics. M

[22] This rule is intended to preserve the MLS's interest in the copyrighted compilation and the value of the listing for use as a comparable. It does not apply to the practice of otherwise updating the listing in accordance with rules and policy.

Section 5 No Compensation Specified on MLS Listings

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

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

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

Note 2:

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

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

Section 5.0.0 Disclosures of Compensation:

MLS Participants and Subscribers must:

Disclose to prospective sellers and buyers that broker compensation Is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement and pre-closing disclosure documents (if any).

Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. **M**

Section 5.0.1 Disclosing Potential Short Sales

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

Section 5.0.2 Written Buyer Agreement

All MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

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

Upon request, Participant will furnish copies of Written Buyer Agreements to MLS within one (1) business day.

Section 5.1 Participant as Principal

If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service participants. **M**

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. **M**

Service Charges

Section 6 Service Fees and Charges

Each ROAM Member Association will independently establish retail fees to its Users for the ROAM's services according to their own operating plans and budgets. ROAM's per-User pricing bears no necessary relationship to Member Association's retail pricing. No Member Association will commit any of the following acts: (a) Knowingly share its pricing for products or services with any Member (a Member does not violate this provision solely by virtue of having its pricing available for prospective Users on its website); (b) Attempt to allocate customers or territory with any other Member or claim that it has done so; (c) Fix or attempt to fix the prices for its products or services by reference to another Member's prices; or (d) Set or attempt to set any commission charged by or paid to a real estate brokerage.

Compliance with Rules

Section 7 Compliance with Rules—Authority to Impose Discipline

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

a. letter of warning

b. letter of reprimand

c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration

d. appropriate, fines defined in the ROAM Violations & Fine Categories, not to exceed $15,000

e. suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one (1) year

f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Revised 11/14)* **M**

Note 1: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Managers, 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)* **M**

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. **M**

Section 7.1 Compliance with Rules

The following action may be taken for noncompliance with the rules:

a. for failure to pay any service charge or fee within thirty (30) calendar days of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges, fees, fines, reinstatement fees, late fees, and any other applicable fees are paid in full

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

Note: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations.

Section 7.2 Applicability of Rules to Users and/or Subscribers

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

Section 7.A Email Required

All Participants and Subscribers are required to maintain a valid e-mail address recorded in the MLS system. It is the responsibility of the Participant or Subscriber to ensure that they are able to receive e-mail messages from the MLS. Electronic communication to the email address on file and/or through the electronic memo system of the MLS shall be considered as notice. **L**

Section 7.B Agent Transfers

In the event a Subscriber transfer from one participant to another, all the Subscriber's Contacts shall be transferred along with the subscriber, unless the former participant notifies MLS, in writing, in advance , that said contacts are NOT to be transferred with the Subscriber. **L**

Meetings

Section 8 Meetings

The meetings of the participants in the service or the board of managers of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of the operating agreement of ROAM MLS, LLC. **R**

Enforcement of Rules or Disputes

Section 9 Consideration of Alleged Violations

The committee of each AOR shall consider all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Managers).

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

Section 9.1 Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the board of managers of the service, and if a violation is determined, the board of managers may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within thirty (30) days following receipt of the managers' decision.[23]

[23] In situations where the Board of Managers has delegated violations to be handled administratively, the "board's decision" is delivered through a Notice of Violation.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the Board of Managers of the MLS within thirty (30) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Managers of the association of REALTORS®.*)* **M**

Section 9.2 Complaints of Unethical Conduct

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

Section 9.3 Complaints of Unauthorized Use of Listing Content

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be filed with the service not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS rules.

Upon receiving a notice, the Committee (Board of Managers) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the Committee (Board of Managers) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Managers), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Committee (Board of Managers) determines that the use of the content was unauthorized, the Committee (Board of Managers) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the Committee's (Board of Manager's) determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. **M**

Section 9.4 MLS Rules Violations

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

Section 9.A Violations and Fine Citation Schedule

ROAM MLS has created a schedule of violations and fine categories. This document is leveraged during violation processing.

Section 9.B Rules and Regulations Implementation Guide

To assist with additional details and examples for the rules and regulations, ROAM has created an implementation guide.

Confidentiality of MLS Information

Section 10 Confidentiality of MLS Information

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

Section 10.1 MLS 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. **R**

Ownership of MLS Compilation* and Copyright

Section 11 Ownership of MLS Compilation* and Copyright

By the act of submitting any property listing content to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. Inclusion in the MLS compilation entitles the MLS to further include the listing content in any other use authorized by the MLS. In the event that a MLS copyright legend appears on any report or document issued by MLS, Participant shall not alter or remove such copyright legend. Any rights in the content of the Listing shall remain with the Participant providing the information. **M**

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

Note 1: The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or “safe harbors” from copyright infringement liability for online service providers (OSP) that satisfy certain

criteria. Courts construe the definition of "online service provider" broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display.

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

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.

2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.

3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.

4. Have no actual knowledge of any complained-of infringing activity.

5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.

6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

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

Section 11.1

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by ROAM and in the copyrights therein, shall at all times remain vested in ROAM. **R**

Section 11.2 Display

Each participant shall be entitled to lease from the MLS a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the MLS. Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules. **M**

Note: This section should not be construed to require the participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the association.

Section 11.3 Return of MLS Data

MLS reserves the right, upon withdrawal, suspension or termination of Participation, to require each Participant and Subscriber to immediately return to MLS all copies of listing data (including images) and compilations.

Section 11.4 Grant of License

Participant represents and warrants that he owns the copyright for such property listing content or has secured the necessary rights and licenses to such property listing content and grants to MLS a non-exclusive license to use, copy, reproduce, modify, transform, distribute, create derivative works from, place a MLS copyright legend upon, and to integrate and combine such property listing content into the MLS database, distribute to syndication websites, and include the property listing content in its MLS compilation copyright submissions and also in any statistical report or "comparable" report or publish the content anywhere the MLS content is intended to appear. The Participant or Subscriber agrees to indemnify MLS in the event of any litigation related to the reproduction of the content by the MLS or other authorized entities.

Section 11.5 Property Listing Content Copyright and Indemnification

All right, title, copyright and ownership interest in each copy of every MLS compilation and image created and copyrighted by MLS shall at all times remain vested in MLS. Copyright and ownership interests in property listing content submitted by Participants, shall remain with the Participant. Notwithstanding the foregoing, and pursuant to Section 11.4 above, Participant licenses unto MLS the right to use, copy, reproduce, modify, transform, distribute, create derivative works from, place a MLS copyright legend upon, and to integrate and combine such property listing content in into the MLS database, distribute to syndication websites, and include the property listing content in its MLS compilation copyright submissions and also in any statistical report or "comparable" report or publish the content anywhere the MLS content is intended to appear . Participant shall not alter or remove MLS's copyright legend from any image except that Participant may remove said legend from Participant's own images for use in print media in which the Participant has control. Except for images taken by MLS photographers, Participants and/or Subscribers shall not use images from a prior listing of a property for a current listing of a property without the express consent of the owner of proprietary rights in the images.

Participant, and Subscriber, agree to defend, indemnify, and hold harmless MLS and its other Participants and Subscribers from any and all claims, damages or losses, including attorney's fees and litigation costs or expenses, arising from claims based upon MLS's and/or its other Participants and Subscribers' dissemination or display of any property listing content submitted by the Participant, including, but not necessarily limited to, claims arising out of the incomplete, inaccurate, or incorrect input of information or data into the system by Participant and/or Subscriber. Furthermore, the Participant, and Subscriber, shall be solely responsible for ensuring the accuracy of any and all information or data input into the system and to thereafter immediately notify MLS of any corrections to be made."

Use of Copyrighted MLS Compilation

Section 12 Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the MLS, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended 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. **R**

Section 12.1 Display

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

Section 12.2 Reproduction

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

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

Note: It is intended that the participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

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

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

Section 12.2.a. EXPORT OF DATA RESTRICTIONS:

MLS data is for the exclusive use of Participants and their Subscribers, Users, and clients as expressed through these Rules. Any data file transfer or export of data through the use of the 'Data Export Function' within the MLS software to third parties without the authorized consent of the Service is considered a violation of these Rules.

NOTE: Participants are always allowed to send their data to any third party as allowed by these Rules. MLS data can be assembled and used for internal research and use. This rule prohibits the transfer or export of the MLS Compilation, in part or whole, to third parties who are not clients or MLS Users.

Section 12.3 Limitation on Password Use

Participants and Subscribers shall not permit any person to use his or her login name and password. In the event a Participant (or Subscriber) retains the services of an individual or company who will require access to MLS data, the Participant shall first contact MLS in writing, stating the purpose of the access, certifying that the access and the acquired data is within acceptable use, and the expected duration of such access. Said requests shall be signed by the Participant (and Subscriber when applicable) and the individual utilizing the access. Approval for such use will reside with the Board of Managers.

Section 12.4 Penalties for Violation of Password Use

In the event the password of a Participant or Subscriber is used in violation of Section 12.3 above, such Participant or Subscriber shall be liable to MLS for all loss or damage caused by such use and shall be subject to a fine and other sanctions as provided in these Rules and Regulations. The fact that the Participant or Subscriber did not grant consent to the use of the password shall not be a defense.

Use of MLS Information

Section 13 Limitations on Use of MLS Information

Use of information from MLS compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS participant or in other public representations, may not be prohibited. [24]

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

Based on information from the ROAM MLS for the period (date) through (date).

Changes in Rules and Regulations

Section 14 Changes in Rules and Regulations

Amendments to the rules and regulations of the service shall be by consideration and approval of the board of managers of the multiple listing service and each Participant and Subscriber agree to be bound by all Rules and Regulations and Terms of Use now existing, or as amended from time to time. **M**

Section 15

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Section 16

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Orientation

Section 17 Orientation

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

[24] Data obtained from any sold or comparable report shall be restricted to aggregated data for statistical analysis. Participants and, at their discretion affiliated subscribers, are allowed to use property data where they were the listing or selling agent.

Internet Data Exchange (IDX)

Section 18 IDX Defined

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. **M**

Section 18.1 Authorization

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

Section 18.2 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.

Section 18.2.1

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.[25] **M**

Section 18.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. **M**

Section 18.2.3

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 websites or VOWs) or other electronic forms of display or distribution. **M**

[25] Sharing of the IDX Database (or any portion thereof) with any third party not authorized by the MLS is prohibited. MLS requires a licensing agreement (provided by MLS) between MLS, the IDX Participant, the IDX Subscriber (when applicable), and any third party vendor who hosts or maintains a IDX website or who hosts, maintains or downloads the MLS IDX Database (or any portion thereof).The IDX Database is copyrighted by MLS.

Section 18.2.4

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

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. **M**

Section 18.2.6

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

Section 18.2.7

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

Section 18.2.8

Any IDX display controlled by a participant or subscriber that

a. allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. **M**

Section 18.2.9

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

Section 18.2.10

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

Section 18.2.11

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

Section 18.2.12

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

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

Section 18.3 Display

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

Section 18.3.1

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

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. **O**

Section 18.3.2

Deleted May 2015.

Section 18.3.3

Deleted May 2017; moved to 18.2.12 May 2017.

Section 18.3.4

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

Section 18.3.5

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

Section 18.3.6

Deleted November 2006.

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information.

Section 18.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS.[26] The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. **O**

Section 18.3.9

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. **O**

Section 18.3.10

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

Section 18.3.11

Option Not Approved

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

Section 18.3.12

Display of Expired, Canceled, Hold, Withdrawn or Coming Soon listings is prohibited.

Section 18.3.13

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited. **O**

Note: The following Sections 18.3.14 and 18.3.15 may be adopted by MLSs that provide participants with a "persistent" download (i.e., where the MLS database resides on participants' servers) of the MLS database.

Section 18.3.14

Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. **O**

Section 18.3.15

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

Section 18.3.16

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. **O**

Section 18.4 Service Fees and Charges

Option not selected.

Virtual Office Websites (VOWs)

Section 19 Virtual Office Websites

Note: Adoption of Sections 19.1 through 19.14 is mandatory.

Section 19.1 VOW Defined

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

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

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. **M**

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

Section 19.2

a. The right of a participant's VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices. **M**

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). **M**

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. **M**

Section 19.3

a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.

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

   ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.

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

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, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password. **M**

c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. **M**

d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:

   i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant

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

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

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

   v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database. **M**

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. **M**

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. **M**

Section 19.4

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

Section 19.5

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

Section 19.6

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

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. **M**

Seller Opt-out Form

1. Check one:

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

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

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

_____

Initials of Seller

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

Section 19.7

a. Subject to Subsection b., below, a participant's VOW may allow third-parties:

   i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

   ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. **M**

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

Section 19.8

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

Section 19.9

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

Section 19.10

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

Section 19.11

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

Section 19.12

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

Section 19.13

A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies. **M**

Section 19.14

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

Section 19.15

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

a. Canceled and Expired listings

b. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency

c. the seller's and occupant's name(s), phone number(s), or e-mail address(es)

d. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

e. the sales price if sold information is restricted from public display by a non-disclosure agreement.

Note: If the Participant has such a non-disclosure of the sales price, the listing agent is required to set their listing to Internet Display YN to NO prior to adding the Close Price to their listing.

Section 19.16

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

Section 19.17

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

Section 19.18

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent and the email or phone number provided by the participant 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. **O**

Section 19.19

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less, current listings and not more than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less, sold listings in response to any inquiry. **O**

Section 19.20

Option not approved.

Section 19.21

A participant may display advertising and the identification of other entities ("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information (or that of at least one participant, in the case of a VOW established and operated on behalf of more than one participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party. **O**

Section 19.22

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 identify the source of the listing. **O**

Section 19.23

Option not approved

Section 19.24

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

Section 19.25

Option not selected.

Brokerage Back Office

Section 20. Brokerage Back Office Feed (BBO)

Participants are entitled to use the BBO Data for BBO Use subject to the provisions of this policy:

Section 20.1 BBO Data Defined. “BBO Data” means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing participant), and (ii) fields and content to which MLS does not have a sufficient license for BBO use.

Section 20.2 BBO Use Defined. “BBO Use” means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes: (1) Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant; (2) Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law; (3) Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant; (4) Marketplace statistical analysis and reports in conformance with these rules.

Section 20.3 BBO Use by Participant. BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant’s designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

Section 20.4 No Opt Out. There is no option for participants to opt-out their listings from the Brokerage Back Office Feed Use.

Automated Valuation Models (AVMs)

Section 21 Participant Valuation Data Use

Section 21.1 Participant Valuation Defined. “Participant Valuation” is Participant’s use and display of portions of MLS listing content, possibly including other data, for an automated valuation model (AVM), broker price opinion (BPO), comparative (or comparable) market analysis (CMA), or similar product or service, provided it can fairly be characterized as a valuation of real property and only to the extent permitted here. Participant Valuation services need not include any human judgment or analysis. As used in this Section XX of these rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensee, except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability.” References to “Participant Valuation” includes all Participant Valuation whether provided by a Participant, non-principal broker, or sales licensee.

Section 21.2 Valuation Vendor. “Valuation Vendor” refers to an entity or person designated by Participant to provide Participant Valuation services to Participant, subject to Participant’s supervision, accountability, and compliance with this policy. No Valuation Vendor has independent participation rights in the MLS or right to use MLS listing content, except in connection with the provisions of Participant Valuation services to Participant. Access by Valuation Vendor to MLS listing content is derivative of the rights of the Participant on whose behalf it provides the Participant Valuation services. Participant may use Valuation Vendor’s technology platform and services to facilitate the fulfillment of Participant Valuations services, subject to and as permitted by state law.

Section 21.3 Provision of Participant Valuation. Participant may provide Participant Valuation services to individuals and entities with whom Participant establishes a broker-customer or broker-client relationship (“Registrants”), if such a relationship is required and defined by state law, including completion of all actions required by state law in connection with providing real estate brokerage services to Registrants. Such actions include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements necessary for performing valuations of real property services. Participant’s Valuation Vendor may facilitate such actions where permitted by state law. Where state law does not require the establishment of a broker-customer or broker-client relationship for providing Participant Valuation services, the transaction must still occur between the Participant and Registrant, but may be facilitated by Participant’s Valuation Vendor.

Section 21.4 Eligible Registrants. Registrants may include Participant’s bona fide clients and customers, financial institutions, mortgage lenders, mortgage bankers, mortgage brokers, mortgage loan servicers, title or mortgage insurers, insurers of payments owed to owners of mortgage backed securities, government sponsored entities, or such other businesses or institutions having an interest in automated reports on property valuation or market conditions.

Section 21.5 Registration e-mail address. Participant, or Valuation Vendor on behalf of Participant where permitted by state law, must obtain the name of and a valid e-mail address for each Registrant that is an individual and the name of and a valid email address for each authorized user if the Registrant is an entity. Participant must ensure that each Registrant agrees to the following terms of use or substantially similar terms of use. Participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use; Participant may utilize Valuation Vendor’s technology platform to facilitate and fulfill these obligations.

Section 21.6 Terms of use. Participant, or Valuation Vendor on behalf of Participant where permitted by state law, must require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms-of-use agreement or other form of written contract that provides at least the following:

(a) that Registrant acknowledges entering into a lawful consumer-broker relationship with Participant, if such a relationship is required by state law, or that Registrant acknowledges purchasing the Participant Valuation from Participant, if a consumer-broker relationship is not required by state law.

(b) that all information obtained by Registrant from Participant Valuation is intended only for Registrant's business purposes related to (1) mortgage loan foreclosure or default risk assessment or the review of the quality or accuracy of real estate appraisals or other valuations (2) use in evaluating or engaging in a potential financing or other transaction relating to the subject property, (3) distribution to an actual or potential borrower of funds the repayment of which is secured by a mortgage lien on the subject property, or to the borrower's financial or legal advisors, (4) the purchase or sale of mortgage servicing rights, (5) the purchase or sale of loans, or (6) the purchase, sale, or rental of properties whether property is intended to be used as a residence or for investment and whether the purchaser or seller is an individual or institution.

(c) except as provided above, that Participant Valuations must not be used for any other purposes, including display on publicly accessible websites, and that Registrant must not resell Participant Valuation and must not copy, redistribute, or retransmit or otherwise use any of the MLS listing content provided in Participant Valuation.

(d) that Registrant acknowledges, as between the parties, the MLS's ownership of and the validity of the MLS's copyright in the MLS listing content.

(e) that Registrant authorizes MLS and other Participants or their duly authorized representatives to access and review the form used by Participant for any Participant Valuation for the purposes of verifying compliance with this policy and monitoring use of Participants' listings for Participant Valuation.

To the extent that Registrant breaches the terms of use agreement described in this policy, Participant and Valuation Vendor is liable to the MLS as if Participant or Valuation Vendor had breached the terms of use agreement itself. The agreement may also include such other provisions as may be agreed to between Participant and Registrant.

Section 21.7 Rights limited to Participants. Participant's right to use MLS listing content in any Participant Valuation is subject to the applicable office of Participant being a Participant in the MLS. In other words, an office of Participant that is not a Participant of the MLS, then it may not use MLS listing content in any valuations or real property provided to any third party.

Section 21.8 Standard of care and display. Participant must protect the MLS listing content from misappropriation by employing reasonable efforts to monitor for and prevent scraping or other unauthorized accessing, reproduction, or use of the MLS listing content and Valuations.

Section 21.9 Compliance checking. Participant must make a copy of any type of Participant Valuation sold by Participant available to the MLS for purposes of verifying compliance with this policy. Participant must maintain an audit trail of Participant's delivery to Registrant of all Participant Valuations and make that information available to the MLS if the MLS has reason to believe that any Registrant has caused or permitted a breach of the terms of use (or comparable agreement).

Section 21.10 No disclosure of confidential data. Participants are prohibited from providing to any individual or entity, verbally or by any other delivery mechanism, any MLS listing content classified as confidential by the MLS. Participant and Valuation Vendor must ensure that such confidential information is not disclosed to Registrants or any other third party.

Section 21.11 Display requirements. Participant must cause to be placed on any Participant Valuation, or terms of use, (a) a notice indicating that the MLS listing content displayed on the Participant Valuation is not guaranteed accurate by the MLS or other Participants; (b) a copyright notice display "Copyright 20XX [Association/MLS Name]" or "© 20XX [Association/MLS Name]" or substantially similar. Participant must replace "20XX" with the current year as of January 1 each year.

Indemnification of MLS

Section 22. Indemnification of MLS

Participant, or Subscriber, shall defend, indemnify and hold harmless the MLS, its officers, managers, members, employees, agents and representatives against any and all claims based upon listings or listing information supplied to MLS by the Participant or arising out of the incomplete, inaccurate, or incorrect input of information or data into the system by Participant and/or Subscriber, and/or as otherwise specifically provided for in these Rules and Regulations.

LIMITATION OF LIABILITY

Section 23 Limitation of MLS's Liability

Except for gross negligence and willful misconduct, Participants for themselves, their agents and employees, release and discharge MLS, its officers, managers, members, employees, agents, vendors, contractors, and subcontractors from any and all claims whatsoever for loss or damage, including claims for lost profits and indirect or consequential damage, arising from or in any way pertaining to any form of multiple listing service, product or feature, offered to Participants by MLS or by its agents, vendors, contractors and subcontractors. Participant agrees to defend, indemnify and hold harmless the MLS, its officers, managers, members, employees, agents, and other representatives from any such claims derived by, through or under them, including any claims for attorney's fees and litigation costs or expenses

Participants, for themselves, their Subscribers, agents and employees, further release and discharge MLS, its officers, managers, members, employees, agents, and other representatives from any claim or cause of action arising out of the refusal to accept or the acceptance of any listing information supplied to MLS by the Participant or Subscriber.

Participants, for themselves, their Subscribers, agents and employees, further release and discharge MLS from any and all liability arising out of Participant and/or Subscriber's inaccurate or incorrect input of information.

Participants, for themselves, their Subscribers, agents and employees, understand and acknowledge that the information published and disseminated by the MLS is communicated verbatim, without change by the MLS, as filed with the MLS by the Participant and/or its Subscribers. MLS does not verify or warrant the accuracy, correctness or completeness of the information provided by Participants or its Subscribers.

NAR POLICIES

Section 24 NAR Policies Not Addressed in These Rules and Regulations

Any matter or issue not specifically addressed in these Rules and Regulations shall be governed by the existing policies of the National Association of REALTORS® as from time to time amended.

CITATION & FINE POLICY AND SCHEDULE OF PENALTIES

Section 25 Cite and Fine Policy

This Citation & Fine Policy has been established in accordance with MLS Rules and Regulations. Fines will be issued in accordance with this policy, and are subject to change upon approval by the Board of Managers . This policy is not all-inclusive, may not reflect violations of the Code of Ethics, and does not replace Professional Standards Enforcement.

Section 25.1 Summary of Citation and Fine Process

A violation of the MLS Rules may be reported by way of an "Error Report" form, direct member report, use of citation manager software or staff investigation. If the violation is one that can be corrected, the MLS shall send a Notice of Violation-Warning (NV-W) to the violating individual ("Violator"), and a copy will be sent to the responsible Broker Participant ("Responsible Participant"), and /or Office Manager. In accordance with MLS rules it is the responsibility of the users to maintain valid e-mail addresses on the system, and delivery to an e-mail is sufficient notice. Violators must correct the violation outlined in the NV-W in the time specified in the NV-W. If the violation is not corrected by the deadline specified in the NV-W the MLS sends a Notice of Violation and Fine Assessment (NVFA) to the Violator and a copy of the Notice to the Responsible Participant and/or Sales Manager. If the violation of the MLS Rules is one that cannot be corrected, an NV-W is not sent to the Violator and Responsible Participant. Instead, the NVFA will be sent to the Violator (with a copy to the Responsible Participant and/or Sales Manager).

If, within thirty (30) calendar days of the Receipt Date of Notice of Violation and Fine Assessment (NVFA), the fine is not paid or a Request for Hearing (RH) with a $300 filing fee is not received, the MLS privileges of the Violator and/or the Responsible Participant will be suspended. In the event of a suspension, services will not be restored until the fine has been paid and the offense is corrected (if it is one that can be corrected).

Section 25.2 Reporting a Violation

Reports of violations can be made by:

• Submission through the designated error or corrections link in the MLS software

• E-mail generated through the MLS's administrative review of listings through the Citation Manager software

• Reporting the violation in writing to your Local Association or Board of REALTORS.

Reports must include the following information:

• Name and office of the alleged Violator

• Nature of the violation(s) (be as specific as possible, i.e. when it occurred, the MLS #, etc.)

Section 25.3 Responsibility for Violations and Fines

The violating Responsible Participant, Subscriber ("Violator") shall have responsibility for correcting the violation(s) and paying all fines. The Responsible Participant through whom the Violator has access to the MLS shall be ultimately responsible for all fines, should Violator fail to pay.

Section 25.4 Nonpayment Results in MLS Suspension

Failure to pay a fine, unless a hearing is requested as set forth below, will result in suspension of MLS privileges of the Violator and/or Responsible Participant and may be subject to additional reconnect fees.

Section 25.5 Notice of Violation

For purposes of this policy, MLS shall send Notice of Violation-Warning (NV-W) to the violating individual. If the Violator is a Subscriber or clerical user, a copy of the notice will be sent to the Responsible Participant.

Section 25.6 Calculating Time Periods

Time to submit or report under the MLS Rules & Regulations is counted as business days. Time to correct violations is counted as business days. Time for payment of a fine or filing a request for a hearing is calculated as calendar days.

Section 25.7 Due Date for Fines

Fines are due within thirty (30) calendar days of the Receipt Date set forth on the Notice of Violation and Fine Assessment (NVFA). Receipt is presumed two (2) business days after mailing or one (1) business day after facsimile or e-mail transmission. If a notice is sent by more than one method, the earlier Receipt Date applies.

Section 25.8 Multiple & Repeat Violations

If a NVFA includes multiple violations, fines will be assessed on a per listing basis. Repeat violations may be dealt with as specified in the fine schedule.

Section 25.9 Right to Dispute Notice of Violation and Fine Assessment

The violator may pay a $300 filing fee and request a hearing, and if the citation is upheld, the fine amount in the NVFA may be increased and additional sanctions may be imposed. FAILURE TO SUBMIT A COMPLETED REQUEST FOR HEARING (RH) FORM WITH THE $300 FILING FEE WITHIN FIVE (5) BUSINESS DAYS WILL RESULT IN THE CITATION BEING DEEMED FINAL WITHOUT ANY FURTHER NOTICE, AND THE VIOLATOR'S MLS PRIVILEGES MAY BE SUSPENDED FOR THE PRESCRIBED PERIOD.

Section 25.10 Administrative Violations & Fine Schedule

See the ROAM MLS Violation and Fine Categories addendum.