

# **Realcomp II Ltd. Rules and Regulations**

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## **Key Definitions**

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

A multiple listing service is:

- A facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public.
- A means of enhancing cooperation among Participants
- A means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers.
- A means by which Participants engaging in real estate appraisal contribute to common databases. (Revised 2024)

### **Section 2 Definition of MLS Participant**

Where the term REALTOR® is used in this explanation of policy in connection with the word member or the word Participant, it shall be construed to mean the REALTOR® principal or principals, of this or any other association, or a firm comprised of REALTOR® principals participating in a MLS owned and operated by the board. Participatory rights shall be held by an individual principal broker unless determined by the association or MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are REALTOR® members of this or any other association, or who are legally entitled to participate without association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and cooperate or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). Use of information developed by or published by an association MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. (Revised 2024)

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). "Actively" means on a continual and ongoing basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law. (Revised 2024)

The key is that the Participant or potential Participant cooperates with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of the client(s). This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a “Virtual Office Website” (VOW) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to cooperate. An MLS may evaluate whether a Participant or potential Participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants. (Revised 2024)

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

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

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

The universal access to services component of Board of Choice is to be interpreted as requiring that MLS participatory rights be available to REALTORS® principals, or to firms comprised of REALTOR® principals, irrespective of where primary or secondary membership is held. The MLS may charge Participants and subscribers not holding primary or secondary membership in a REALTOR® association that owns the MLS a different

amount than charged to members of the association, provided that such charge is reasonably related to the actual costs of serving those members.

None of the foregoing shall be construed as requiring an association to grant MLS participatory rights, under Board of Choice, where such rights have been previously terminated by action of that association's board of governors. (Revised 2024)

### Section 3

#### **Definitions of Various Types of Listing Agreements**

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

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

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

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

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

### Section 4

#### **Listing Content Defined**

"Listing content" as used in the National Association's MLS policies, including the model MLS Rules and Regulations, includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (Added 2024)

# **REALCOMP II LTD**

## **REGIONAL MLS RULES & REGULATIONS**

For Interpretation of these MLS Rules & Regulations, the following shall apply:

1. Multiple Listing Service shall be referred to as the MLS provided by Realcomp II Ltd.
2. Wherever time of mailing of notice is referred to or required, postmark, fax date and time stamp or date and time of entry in the case of Broker Load shall constitute compliance.
3. A business day for purposes of these Rules and Regulations is defined as Monday – Friday except recognized federal and state holidays. (Revised 2020).
4. Fineable items are indicated by referencing (Sec.9.5).

### **LISTING PROCEDURES**

#### **Section 1      Listing Procedures**

Listings of real or personal property of the following types, which are listed subject to real estate broker's license, and are located within the service area (defined as the State of Michigan) ("Territorial Service Area") of Realcomp II Ltd. of the MLS, and are taken by Participants on forms (indicated in Note 1 and 2) shall be delivered to the MLS within 48 hours after all necessary signatures of seller(s) have been obtained:

- (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 MLS shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is one of a type accepted by the service, although a property data form may be required as approved by the MLS. However, the MLS, through its legal counsel:

- (a) May reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants.
- (b) Assure that no listing form filed with the MLS listing service establishes, directly or indirectly, any contractual relationship between the MLS listing service and the client (buyer or seller)

The MLS shall accept Exclusive Right-to-Sell Contracts, and Exclusive Agency Listing Contracts, and may accept other forms of agreement which make it possible for the Listing Participant to cooperate with other Participants of the MLS acting as subagents, buyer agents, or both. (Revised 2024)

The listing agreement must include the seller's written authorization to submit the agreement to the MLS

The different types of listing agreements include:

- (a) Exclusive Right to Sell
- (b) Exclusive Agency
- (c) Open
- (d) Net

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 is in the best interests of their client(s). (Revised 2024)

The Exclusive Right-to-Sell is the form of listing where the seller authorizes exclusive authorization to the Listing Broker to cooperate with other brokers in the sale of the property.

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 the general right of the seller 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 prospect 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 prospects reservations. (Revised 2024)

Note 2: The MLS does not regulate the type of listings its subscribers may take. This does not mean that the MLS must accept every type of listing. The MLS 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 subscribers free to accept such listings to be handled outside of the MLS. (Added 2024)

Note 3: A MLS 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. (Added 2024)

#### Section 1.0.1 **Clear Cooperation:**

Within (1) one business day of marketing a property to the public, the Listing Broker must disseminate the listing to the MLS for cooperation with other 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. This is applicable to all property types permitted in the MLS with the exclusion of lease, commercial properties and new construction developments with multiple properties. (Revised 2020).

**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. (Added 2024)

#### Section 1.1 **Listings Subject to Rules and Regulations of the Service:**

Any listing taken on a contract to be filed with the MLS is subject to the rules and regulations of the Service upon signature of the seller(s)/lessor(s). This rule also applies to listings which are sold prior to submission to the MLS.

Section 1.2 **Detail on Listing Filed with Service:**

A listing agreement or property data form, when filed with the MLS by the Listing Broker, shall be complete in every detail which is ascertainable as specified on the property data form. (Revised 2024)

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. (Added 2021)

Section 1.2.1 **Limited Service:**

A listing agreement 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 purchases but instead gives Cooperating Brokers authority to make such appointments directly with the seller(s);
- (b) Accept and present to the seller(s) offers to purchase procured by Cooperating Brokers but instead gives Cooperating Brokers authority to present offers to purchase directly to the seller(s);
- (c) Advise the seller(s) as to the merits of offers to purchase;
- (d) Assist the seller(s) in developing, communicating, or presenting counteroffers; or
- (e) Participate on the seller(s) behalf in negotiations leading to the sale of listed property.

Limited Service listings 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. (Revised 2024)

Section 1.2.2 **MLS Entry-Only:**

Listing agreements under which the Listing Broker will not provide any of the following services:

- (a) Arrange appointments for Cooperating Brokers to show listed property to potential purchases but instead gives Cooperating Brokers authority to make such appointments directly with the seller(s)
- (b) Accept and present to the seller(s) offers to purchase procured by Cooperating Brokers but instead gives Cooperating Brokers authority to present offers to purchase directly to the seller(s)
- (c) Advise the seller(s) as to the merits of offers to purchase
- (d) Assist the seller(s) in developing, communicating, or presenting counteroffers
- (e) Participate on the seller(s) behalf in negotiations leading to the sale of listed property

MLS Entry Only listings 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.



- Section 1.3      **Exempt Listings:**  
If the seller/lessor refuses to permit the listing to be disseminated by the MLS, the Participant may then take the listing as an (office exclusive) and such listing shall be filed with the MLS, but not disseminated to the other Participants. Filing of the listing should be accompanied by the certification signed by the seller/lessor that he does not desire the listing to be disseminated by the service. (Revised 2024)
- Note 1:           Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.0.1, Clear Cooperation. (Added 2020)
- Section 1.4      **Change in 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 (24) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the Listing Broker. (Revised 2024)
- Section 1.5      **Withdrawal of Listing Prior to Expiration:**  
Listings of property may be withdrawn from the MLS by the Listing Broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller/lessor and the Listing Broker which authorizes the withdrawal.
- Sellers/lessors do not have the unilateral right to require an MLS to withdraw a listing without the Listing Broker's concurrence. However, when seller(s)/lessor(s) can document that his Exclusive relationship with the Listing Broker has been terminated, the MLS may remove the listing at the request of the seller/lessor. (Revised 2024)
- Section 1.6      **Contingencies Applicable to Listings:**  
Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.
- Section 1.7      **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, unless the property is subject to auction.
- 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 shall be given to the MLS within (48) hours. (Revised 2024)
- Section 1.9      **No Control of Commission Rates or Fees Charged by Participants:**  
The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between Cooperating Participants or between Participants and non-Participant(s).
- Section 1.10     **Expiration of Listings:**  
Listings filed with the MLS will automatically be removed from the compilation of current listings at midnight on the expiration date specified in the listing agreement unless extended or renewed in writing and filed with the MLS by Participant prior to expiration date.

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. (Revised 2024)

**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 seller(s). (Revised 2024)

**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. (Revised 2024)

**Section 1.13 Listing of Suspended Participants:**

When a Participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board/Association Bylaws, Realcomp II Ltd Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained by the MLS 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 its parent Board/Association (except where MLS participation without Board/Association membership is mandated by law or the MLS (or both)) for failure to pay appropriate dues, fees or charges, the MLS shall not be obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of the 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. (Revised 2024)

**Section 1.14 Listings of Expelled Participants:**

When a Participant is expelled from the service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board/Association Bylaws, Realcomp II Ltd Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained by the MLS until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board/Association to which he/she belonged; (except where MLS participation without Board/Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listing(s) from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his client(s). (Revised 2024)

**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. (Revised 2024)

Section 1.16     **Property Address:**  
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 aren't available, the information filed with the MLS must include a legal description of the property sufficient to describe its location. Commercial properties are exempt from this rule. (Added 2022)

## **SELLING PROCEDURES**

Section 2.0     **Showings and Negotiations:**  
Appointments for showing and negotiations with the seller/lessor for the purchase/lease of listed property filed with the MLS 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. (Revised 2024)

Section 2.1     **Presentation of Offers:**  
The Listing Broker must make arrangements to present offers and transmit all documents as soon as possible or give the Cooperating Participant a satisfactory reason for not doing so and shall also provide reasonable alternatives to resolve any such delay.

Section 2.2     **Submission of Written Offers and Counter-offers:**  
The Listing Broker shall submit to the seller/landlord all written offers and counter-offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the Listing Broker or execution of a lease unless the seller/landlord has waived this obligation in writing. 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. (Revised 2024)

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 during 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 Participant not be present when an offer secured by the Cooperating Participant is presented, the Cooperating Participant has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the Listing Broker's right to control the establishment of appointments for such presentations.

Where the Cooperating Broker is not present during the presentation of the offer, the Cooperating Broker can request in writing, and the Listing Broker must provide as soon as practical, written affirmation stating that the offer has been submitted to the seller, or

written notification that the seller has waived the obligation to have the offer presented.  
(Revised 2024)

- 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.
- Section 2.5     **Reporting Sales to the Service:**  
Status changes, including final closing of sales and sale prices, shall be reported to the MLS by the Listing Broker within 5 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 48 hours after occurrence and the Listing Broker shall report them to the MLS within 72 hours after receiving notice from the Cooperating Broker. (Revised 2011)
- Note 1:             The listing agreement of a property filed with the MLS by the Listing Broker should include a provision expressly granting the Listing Broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property.
- Section 2.6     **Reporting Resolutions of Contingencies:**  
The Listing Broker shall report to the MLS within twenty-four (24) hours that a contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled.
- 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 written consent of the Listing Broker.
- Section 2.8     **Reporting Cancellation of Pending Sale:**  
Any pending sale which is canceled shall be reported immediately (within 24 hours) to the MLS by the Listing Broker and the listing shall be reinstated immediately. (Revised 2024)
- Section 2.9     **Disclosing the Existence of Offers:**  
Listing Brokers, in response to inquiries from buyers or Cooperating Brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the Listing Broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a Cooperating Broker. (Revised 2018)
- Section 2.10     **Availability of Listed Property:**  
Listing Brokers shall not misrepresent the availability of access to show or inspect listed property.

## **REFUSAL TO SELL**

### **Section 3.0 Refusal to Sell:**

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

## **PROHIBITIONS**

### **Section 4.0 Information for Participants Only:**

Information provided by the MLS to the Participant shall be considered privileged information by the MLS. Such information shall be confidential and shall not be made available to non-Participants except as permitted by these MLS rules and applicable law.

### **Section 4.1 For Sale Signs:**

Only the "For Sale/Lease" sign of the Listing Participant may be placed on a property.

### **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 Participant authorizes the Cooperating (selling) Participant to post such a sign.

### **Section 4.3 Solicitation of Listing Filed with the Service:**

Participants shall not solicit a listing on a currently listed property filed with the MLS unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations. Upon showing a property, anything other than leaving a business card will be interpreted as solicitation.

Note 1: This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This section is intended to encourage sellers/lessors to permit their properties to be filed with the MLS 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/lessor 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 MLS by assuring them that other Participants will not attempt to persuade the seller/lessor to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, Listing Participants should be most reluctant to generally disclose the identity of the seller/lessor or the availability of the property to other Brokers.

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

### **Section 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. (Added 2008)

**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. (Added 2022)

**Section 4.6 No Filtering of Listings:**

Participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are communicated to customers or client(s) based on the existence or level of compensation offered to the Cooperating Broker or the name of a brokerage or agent. (Revised 2024)

**NO COMPENSATION SPECIFIED ON MLS LISTINGS**

**Section 5.0 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. (Added 2024)

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple Brokers to buyer Brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant’s access to any MLS data and data feeds. (Added 2024)

Note 1: The MLS must not require the Listing Participant to disclose the amount of total negotiated commission in the listing contract which has been submitted to the MLS. The MLS shall not disclose the total commission negotiated between the seller/lessor and the Listing Participant. The MLS 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). (Revised 2024)

Note 2: The MLS shall make no rule on the division of commissions between Participants and non-Participants. This shall remain solely within the lawfully exercised discretion of the Listing Participant.

Note 3: MLS’s 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. MLS’s may, as a matter of local discretion, require Participants to disclose potential short sales when Participants know a transaction is a potential short sale.

## Section 5.0.0 **Required Consumer Disclosure**

### **Disclosure 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. (Added 2024)

## 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:**

Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include: (Added 2024)

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

## 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 MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants.

## Section 5.2 **Participant as Purchaser:**

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

## **SERVICE FEES AND CHARGES**

## Section 6.0 **Service Fees and Charges:**

The Participant shall be responsible for MLS fees and charges to the extent such responsibility is mandated in Subscription/Service Agreement.

MLSs must provide Participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal Broker participates. MLSs may, at their discretion, require Broker Participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.\* (Revised 2019)

## **COMPLIANCE WITH MLS RULES**

### **Section 7.0**

#### **Compliance with Rules-Authority to Impose Discipline:**

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

- (a) Letter of warning
- (b) Letter of reprimand
- (c) Attendance at MLS orientation or other appropriate courses or seminars which the Participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- (d) Appropriate, reasonable fine not to exceed \$15,000
- (e) Suspension of MLS rights, privileges, and services for not less than thirty (30) days 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. (Added 2008)

Note 1: 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 Governors, 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 2014)

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. (Added 2021)



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 one (1) month of the statement date, and provided that at least ten (10) days written notice has been given, the MLS shall be suspended until service charges or fees then owing are paid in full unless special forbearance is granted to the defaulting Participant by the Realcomp II Ltd Board of Governors.
- (b) For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

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.

**MEETINGS**

Section 8.0

**Meetings of MLS Committee:**

The meetings of the Participants of the Service or the Board of Governors of the MLS for the transaction of business of the Service shall be held in accordance with the provisions of the bylaws of the Service.

**ENFORCEMENT OF RULES OR DISPUTES**

Section 9.0

**Consideration of Alleged Violations:**

The Board of Governors of Realcomp II Ltd or a committee empowered by the Board shall give consideration to all written complaints having to do with violations of the Rules and Regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Governors or committee. (Added 2019)

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. (Added 2021)

Section 9.1

**Violation of Rules and Regulations:**

If the alleged offense is a violation of the Rules and Regulations of the MLS and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the Board of Governors of the MLS or a committee appointed by the Board. If a violation is determined, the Board of Governors or a committee appointed by the Board may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the appropriate Shareholder Board/Association in accordance with the Bylaws and Rules and Regulations of the Shareholder Board/Association of REALTORS® within twenty (20) days following receipt of the Governors' decision.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing may be appealed to the Board of Governors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations of Section 16 of the rules and regulations shall be referred to the Professional Standards Committee of the Board of REALTORS® for processing in accordance with the professional standards procedures of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Governors of the Board of REALTORS®. (Revised 2013)

Section 9.2

**Complaints of Unethical Conduct:**

All other complaints of unethical conduct shall be referred by the Board of Governors of the MLS to the applicable Shareholder Board/Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Board/Association bylaws.

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 delivered to the MLS 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 Governors) 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 Governors) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Governors), 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 Governors) determines that the use of the content was Unauthorized, the Committee (Board of Governors) 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 Governor'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. (Added 2019)

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. (Added 2019)

**REALCOMP II LTD. MLS  
SUMMARY OF MLS CHARGES**

MLS Participants and subscribers can receive no more than three (3) administrative sanctions or as otherwise indicated (\*) in a calendar year before the Broker and agent are required to appear before the Realcomp MLS User Committee to offer an explanation for the continued violation of the rule and a possible suspension of services for a period to be determined by the Realcomp MLS User Committee. Any termination or suspension from the MLS will be communicated to all data share partner boards, associations, and MLSs.

## **Rules and Regulations and Policy Handbook**

<b><u>Section</u></b>	<b><u>Violation</u></b>	<b><u>Frequency</u></b>	<b><u>Charge</u></b>
1.0	Late Listing/Failure to submit listing	First Occurrence Second Occurrence Third Occurrence *Fourth Occurrence	\$37.50 \$75.00 \$150.00 \$500.00
1.2 & 1.2.0	Incomplete/Incorrect listing	Each field of missing information is fineable by the following amount each month the listing remains incomplete	\$10.00
1.6, & 2.6	Failure to disclose contingency and/or changes		\$75.00
2.5	Late Closed (Sold)		\$37.50
5.0	Use of MLS data or data feeds to establish or maintain a platform to make offers to compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and will result in termination of the subscriber's access to any MLS data or data feeds for a period of one year or so long as the infraction continues – whichever is longer.	The MLS will allow the subscriber to continue in the MLS, however the subscriber will have no access to MLS data or data feeds. .	

5.0	<p>Inclusion, links, or reference to any kind of buyer agent compensation/ commission anywhere in the MLS. This includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• Remarks</li> <li>• Photos</li> <li>• Virtual Tours</li> <li>• Third party programs i.e. Showing Time Cloud Products Remine Transaction Desk etc.</li> <li>• In concession fields</li> <li>• Directions fields</li> </ul>	<p>First Occurrence      Written Warning <b>and</b> removal of information</p> <p>Second Occurrence      \$1,000 <b>and</b> removal of information</p> <p>Third Occurrence      \$2,500 <b>and</b> removal of information</p> <p>Fourth Occurrence      \$2,500 <b>and</b> a 30-day suspension from the MLS <b>and</b> removal of information</p> <p>Fifth Occurrence      1-year the MLS <b>and</b> removal of information</p>
5.0	<p>Inclusion of a document for the offer of buyer agent compensation as a public document on any forms or other third-party platform that is available through Realcomp. Currently this includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• Docs+</li> <li>• Transaction Desk</li> <li>• ShowingTime</li> </ul>	<p>First Occurrence      Written Warning <b>and</b> removal of information</p> <p>Second Occurrence      \$1,000 <b>and</b> removal of information</p> <p>Third Occurrence      \$2,500 <b>and</b> removal of information</p> <p>Fourth Occurrence      \$2,500 <b>and</b> a 30-day suspension from the MLS <b>and</b> removal of information</p> <p>Fifth Occurrence      1-year suspension from the the MLS <b>and</b> removal of information</p>
	<p>Failure to provide the MLS with a signed Purchaser Agency Agreement (Buyer Agency Agreement) when requested by the MLS within 24 hours of the emailed request.</p>	<p>First Occurrence      Written warning if requested document is not received within 24 hours of initial emailed request</p> <p>Second Occurrence      Written warning if requested document is not received within 24 hours of second emailed request</p> <p>Third Occurrence      \$1,000</p> <p>Fourth Occurrence      \$2,500</p> <p>Fifth Occurrence      \$2,500 <b>and</b> a 30-day suspension from the MLS</p> <p>Sixth Occurrence      1-year suspension from the MLS</p>

	Failure to provide the MLS with a signed Co-Broker Cooperation and Compensation Agreement when requested by the MLS within 24 hours of the emailed request.	First Occurrence	Written warning if requested document is not received within 24 hours of initial emailed request
		Second Occurrence	Written warning if requested document is not received within 24 hours of second emailed request
		Third Occurrence	\$1,000
		Fourth Occurrence	\$2,500
		Fifth Occurrence	\$2,500 <b>and</b> a 30-day suspension from the MLS
		Sixth Occurrence	1-year suspension from the MLS
<hr/>			
	Failure to provide the MLS with a signed Exclusive Right to Sell, Exclusive Agency, Limited Service, or MLS Entry Only Agreement when requested by the MLS within 24 hours of the emailed request.	First Occurrence	Written warning if requested document is not received within 24 hours of initial emailed request
		Second Occurrence	Written warning if requested document is not received within 24 hours of second emailed request
		Third Occurrence	\$1,000
		Fourth Occurrence	\$2,500
		Fifth Occurrence	\$2,500 <b>and</b> a 30-day suspension from the MLS
		Sixth Occurrence	1-year suspension from the MLS
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5.0.1	Short Sale field incomplete or Incorrectly marked	First Occurrence	\$50.00
		Second Occurrence	\$100.00
		Third Occurrence	\$250.00
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10.0	Failure to maintain confidentiality	First occurrence	\$5,000
		Second occurrence	\$10,000
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## **Policy Handbook**

3I	Sharing passwords	First Occurrence	\$5,000
		Second Occurrence	\$10,000
		Subsequent occurrences will be fined and reviewed by the Realcomp MLS User Committee and may result in additional	

sanctions, up to and including removal from the MLS.

4C	Submission of a listing change without an authorized Signature.		\$100.00
4G	Updating a listing on third-party Websites and not updating the listing on the MLS	First Occurrence Second Occurrence Third Occurrence *Fourth Occurrence	\$100.00 \$150.00 \$250.00 \$500.00
4H	Failure to upload a photo within 48 hours	Initial fine  The listing will continue to be fined at \$50.00 every five days until a photo is uploaded, even if it goes off-market. (Revised 2019)	\$25.00
4L	Active listing not available for showings (Added 2018)		\$50.00
4N	Site condo and Co-op listings that are not designated as such on the listing		\$50.00
4O	Vacant land build jobs not identified as such		\$25.00
4P	All square footage below grade shall be listed in the Lower Level Finished Square Feet section of the listing only, and not included in the approximate above grade square footage. Incorrectly identified square feet or failure to respond to written request regarding square feet identification will result in the following fines.	First Occurrence Second Occurrence Third Occurrence *Fourth Occurrence  In addition, the fourth occurrence will result in a requirement that the agent and Broker appear before the Realcomp MLS User Committee to offer an explanation of the continued violation of the rule and possible suspension of listing input privileges for a 12 month period.	\$50.00 \$100.00 \$150.00 \$250.00
	Finished areas in lower levels of any house which are at least five feet above grade level on all sides and are finished to the same quality level as all other areas of the house including heating, electrical and plumbing systems may be included in both the room count and approximate above grade square footage areas of the profile form. Failure to adhere to the above is finable per occurrence.		

4Q	Violation of Square Footage rules	First Occurrence	\$50.00
		Second Occurrence	\$100.00
		Third Occurrence	\$150.00
		*Fourth Occurrence	\$250.00

In addition, the fourth occurrence will result in a requirement that the agent and Broker appear before the Realcomp User Committee to offer an explanation of the continued violation of the rule and possible suspension of listing input privileges for a 12 month period.

Failure to adhere to the above is finable per occurrence.

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4R	Inclusion of personal information in listing, photo or virtual tour	First Occurrence	\$50.00
		Second Occurrence	\$100.00
		Third Occurrence	\$250.00

In addition, the third occurrence will result in a requirement that the agent and Broker appear before the Realcomp MLS User Committee to offer an explanation of the continued violation of the rule and possible suspension of listing input privileges for a 12 month period.

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4U	Failure to indicate MLS Only, Limited Service or Exclusive Agency	First Occurrence	\$250.00
		(Listing will be updated with the proper flag)	
		Second Occurrence	\$1000.00
		Third Occurrence	\$2500.00

\*Fourth Occurrence

In addition, the fourth occurrence will result in a requirement that the agent and Broker appear before the Realcomp MLS User Committee to offer an explanation of the continued violation of the rule and possible suspension of 45 days from service for the entire office.

\*Fifth Occurrence will result in dismissal from MLS service.

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4V	Failure to accurately indicate Ownership	First Occurrence	\$50.00
		Second Occurrence	\$100.00
		Third Occurrence	\$250.00

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4W	Lockbox violation (Revised 2016)	First Occurrence	\$1,000
		<b>and</b> the agent must submit a letter to Realcomp acknowledging the importance of this policy	

		Second Occurrence	\$2,500 <b>and</b> an appearance before the Realcomp MLS User Committee
		Third Occurrence	\$5,000 <b>and</b> a 30-day suspension from the MLS
		Fourth Occurrence	Expulsion from the MLS
4X	Failure to upload disclosures and documents within 48 hours	Initial fine	\$25.00
		The listing will continue to be fined at \$50.00 every five days until disclosures and documents are uploaded. (Added 2019)	
4Z	Manipulation of MLS Data (Added 2016)	First Occurrence	\$250
		Second Occurrence	\$1,000
		Third Occurrence	\$5,000
4AB	Listing a property that is already under contract with another Broker in the MLS	First Occurrence	\$250
		Second Occurrence	\$1,000
		Third Occurrence	\$5,000
4AC	Failure to comply with Coming Soon Rules	First Occurrence	\$1,000
		With requirement for Agent to attend training on Coming Soon rules and notification of fine to Broker.	
		Second Occurrence	\$2,000
		With requirement for Agent and Broker to attend training on Coming Soon rules.	
		Third Occurrence	\$5,000
		With requirement for Agent and Broker to attend training on Coming Soon rules. In addition, the third occurrence will result in the requirement that the Agent and Broker appear before the Realcomp MLS User Committee to offer an explanation for the continued violation of the rule and possible suspension to be determined by the Realcomp MLS User Committee. Also, the information will be forwarded to the appropriate shareholder for review to determine if there has been a violation of the NAR Code of Ethics. (Revised 2021)	



5A	Failure to report Accepting Backup Offers (Revised 2020)		\$50.00
5A	Late Closed (Sold)		\$37.50
5A	Failure to report a pending sale_	First Occurrence	\$50.00
		Second Occurrence	\$100.00
		Third Occurrence	\$250.00
5F	Falsely reporting the Listing Office/Agent as the Selling Office/Agent	First Occurrence	Warning
		Second Occurrence	\$50.00
		Third Occurrence	\$250.00
		Fourth Occurrence	\$500.00
		*Fifth Occurrence	\$1000.00
		For each subsequent occurrence during a two-year period, which begins with the first occurrence, the fine amount will double from the previous fine.	
5F	Falsely reported a listing as Closed (Sold) when the sale never took place	Appearance before the Realcomp MLS User Committee and fine up to \$1500.00	
6A	Failure to remove "broker tour" from tour list within one hour prior to the scheduled inspection		\$25.00

The fine schedule published above may be revised from time to time by the Realcomp II Ltd. Board of Governors.

Attachment-A

## **CONFIDENTIALITY**

### **Section 10.0 Confidentiality of MLS Information:**

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

### **Section 10.1 MLS Not Responsible for Accuracy of Information:**

The information published and disseminated by the MLS is the language communicated and filed by the Listing Participant with the MLS without change by the MLS. The MLS does not verify such information and disclaims any responsibility for its accuracy. Further, each Listing Participant shall review their respective listings for transpositional errors at their earliest convenience and report such errors to the MLS for corrections. Each Participant agrees to hold the MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides or such information as is entered into the MLS by Realcomp II Ltd. or the Listing Participant. The applicable laws of confidentiality and copyright shall govern and override any provisions of these rules which contradict such laws. (Revised 2024)

## **OWNERSHIP OF MLS COMPILATIONS\* AND COPYRIGHTS**

**Section 11.0** 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 a non-exclusive, perpetual world-wide 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. (Revised 2019)

Each Participant who submits listing content to the MLS agrees to defend and hold harmless the MLS and every other Participant 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. (Added 2019)

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

**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 the MLS and Shareholder Boards/Associations and in the copyrights therein, shall at all times remain vested in the Shareholder Boards/Associations which are the Shareholders of Realcomp II Ltd. which operates the MLS.

Section 11.2 **Display:**  
Each Participant shall be entitled to lease from Realcomp II Ltd. a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed and 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 the rules.

*\*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 the 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.*

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

## **USE OF COPYRIGHTED MLS COMPILATIONS**

### **Section 12.0**

#### **Distribution:**

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information 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.

### **Section 12.1**

#### **Display:**

Participants and those individuals affiliated as licensees with such Participants shall be permitted to display the MLS compilation data to prospective sellers/lessors or 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. (Revised 2024)

### **Section 12.2**

#### **Reproduction:**

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

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

*\*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 a 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. (Revised 2014)

## **USE OF MLS INFORMATION**

### **Section 13.0 Limitations on Use of MLS Information:**

Use of information from the MLS compilation of current listing information, from the Shareholder Board or Association "Statistical Reports" or from any "sold" or "comparable" report of the Boards, Associations or MLS for public mass media advertising by an MLS Participant or in other public representations may not be prohibited.

However, any print or non-print forms of advertising of public representations based in whole or in part on information supplied by the Shareholder Boards/Associations and/or their members or MLS must clearly demonstrate the period of time over which such claims are based and must include the following notice:

*Based on information from the Board/Association of REALTORS® (alternatively, from the Realcomp II Ltd. MLS) for the period (date) through (date).*

## **CHANGES IN MLS RULES AND REGULATIONS**

### **Section 14.0 Changes in Rules and Regulations:**

Amendment to these Rules and Regulations shall be subject to the procedures outlined in the Bylaws of Realcomp II Ltd which operates the MLS.

Any duly adopted amendments to these Rules and Regulations shall be provided to subscribing Shareholder Boards/Associations (Master Participants in the Subscription/Service Agreement) and their affiliated Participants upon adoption.

Note 1: Some associations may prefer to change the rules and regulations by a vote of the participants of the service, subject to approval of the board of governors of the service, with final approval by the board of governors of the association of REALTORS® which is the sole and exclusive shareholder of the stock of the service corporation.

## **ORIENTATION**

### Section 17.0

#### **Orientation:**

Any applicant for MLS participation and any licensee affiliated with an MLS Participant who has access to, and use of MLS generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and Regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided.

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

Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Revised 2017)

## **IDX RULES AND REGULATIONS**

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

**\*Note:** If “sold” information is not publicly accessible, display of sales price may be prohibited. “Publicly accessible” sold information as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs must provide for its Participants’ IDX displays publicly accessible sold information maintained by the MLS starting January 1, 2012. (Revised 2022).

- 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.  
(Revised 2017)
- Section 18.1    **Authorization:**  
Participants’ consent for display of their listings by other Participants pursuant to these rules and regulations must be established in writing. If a Participant withholds consent on a blanket basis to permit the display of that Participant’s listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings 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 data or distribution.  
(Revised 2017)
- 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. (Revised 2009)
- 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. (Revised 2012)
- 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. (Revised 2012)
- 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 Web sites or VOWs) or other forms of electronic display or distribution. (Revised 2017).
- 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. (Revised 2022)

- Section 18.2.5 Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. (Revised 2014)
- Section 18.2.6 Except as provided in the IDX policy and these rules, an IDX display 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. (Revised 2012)
- 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. (Revised 2012)
- 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 the Participant. 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 (Revised 2012)
- 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. (Revised 2012)
- 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. (Added 2014)



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. (Added 2016)

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.\* (Revised 2022)

\*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. (Revised 2017)

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

Section 18.3.1 The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in Realcomp and limited to those Participants licensed as real estate Brokers.

Section 18.3.2 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 field intended only for other MLS Participants and users (e.g., showing instructions, and property security information, etc.) may not be displayed. (Added 2022)

Section 18.3.3 A summary display must include the required text data about the property and the logo of the Listing Broker or the Realcomp approved logo and may include a photo of the property and links for additional information. If the Participant has chosen to provide links for additional information, i.e., a detailed view of a listing, then a detail view must be available for every listing on that Participant's display. If the Participant has chosen not to provide links for additional information, then the Listing Office Name and Originating MLS must be displayed in the summary display for every listing.

Section 18.3.4 All IDX displays must include the Participant’s office name as licensed, as required by Michigan State Law.

All IDX listing detail displays must include the Realcomp copyright and MLS credit as follows: “IDX provided courtesy of Realcomp II Ltd. via {{site owner}} and {{listing’s originating MLS}}, ©2022 Realcomp II Ltd. Shareholders”.

IDX Search results producing a detailed display of another Participant’s listing shall include that Participant’s office name, the Realcomp approved logo, and the Realcomp copyright notice (as detailed above) immediately following the property information.

Section 18.3.5 Any search result identifying another Participant's listing in the summary format shall bear the Realcomp approved icon or be present adjacent to the property information to identify the listing as a Realcomp listing.

- Section 18.3.6 The Realcomp approved logo and an explanation of those properties marked with the logo are provided courtesy of Realcomp. The term "IDX" must appear on the first page where any listing data is displayed. 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. (Revised 2012)
- Section 18.3.7 Participants (and their affiliated licensees, if applicable) shall indicate on their display that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing and that the data is deemed reliable but not guaranteed accurate by the MLS. 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. (Revised 2017)
- Section 18.3.8 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. (Revised 2017).
- Section 18.3.9 Display of expired and withdrawn listings is prohibited.
- Section 18.3.10 The IDX display will include a link to a virtual tour if available on the property. The virtual tour must be a non-branded version in order to be linked through IDX. A Participant participating in Realcomp's IDX RETS program may display branded virtual tours for their own listings. 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. (Revised 2012)
- Section 18.3.11 A summary display of another Participant's listing may not include any contact information or branding of the IDX Participant who owns the IDX display or any of its agents.
- Section 18.3.12 A detailed display of another Participant's listing may not include any contact information or branding of the Participant who owns the Web site or any of its agents within the body of the listing data. The body is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.
- Section 18.3.13 Any result identifying another Participant's listing shall include the disclaimer "The accuracy of all information, regardless of source, is not guaranteed or warranted. All information should be independently verified." In practice, all Brokers will want to display this disclaimer on their own listings as well, unless their legal counsel advises otherwise.
- Section 18.3.14 A Participant/agent displaying the IDX Database or any portion thereof shall:
- (a) Prominently post notice that "Any use of search facilities of data on the site, other than by a consumer looking to purchase real estate, is prohibited."

- (b) Maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes that the IDX site has caused or permitted a breach in the security of the data or a violation of the MLS rules related to use by consumers. (Revised 2013)

Section 18.4 No portion of the IDX database shall be used or provided to a third-party for any purpose other than those expressly provided for in these rules.

Section 18.5 In order to participate in IDX, a site must be marketed and branded to the brokerage and must be controlled by a Participant/agent. If Participants/agents choose to use a third party to build their displays, they may, as long as the websites are most prominently identified as belonging to the brokerage firm. It's acceptable for the third party company to have a notice at the bottom of every page that says "Powered by (Vendor Name)". But the Vendor Name must not brand any of these displays in such a way as to suggest that they control it. For example, a big banner across the top of the page with BigRealEstateVendor.com's name is a problem, even if it identifies the brokerage underneath.

Section 18.6 IDX is available to Participants and their agents that are full subscribers to Realcomp's services.

Section 18.7 Non-principal Brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own Web sites subject to their Participant's consent and control and the requirements of state law and/or regulation. (Added 2016)

Section 18.8 A Participant/agent must ensure their site(s) are in compliance with Realcomp's rules at all times. A Participant/agent choosing to display IDX listings from Realcomp's data share partners, which are included in the data feed, must also ensure the data share listings comply with all rules from the listing's originating MLS.

A Participant/agent must make changes to its behavior or to its display necessary to cure a violation of Realcomp's rules, or the rules of Realcomp's data share partners, within five business days of notice from Realcomp of the violation. Any Participant/agent found to be in violation of the MLS/IDX Rules and Regulations faces the following sanctions:

- (a) 1<sup>st</sup> offense - Written warning requiring immediate remedy to offense;
- (b) 2<sup>nd</sup> offense - \$2,500 fine along with written notice requiring immediate remedy to offense;
- (c) 3<sup>rd</sup> offense - \$5,000 fine along with written notice requiring immediate remedy to offense;
- (d) 4<sup>th</sup> offense - Termination of MLS privileges.

Section 18.9 Any Participant/agent using a third-party to develop/design its display will have a written agreement with Realcomp and that third-party in the form prescribed by Realcomp.

Section 18.10 When including pending or sold data in IDX, only the primary photo may be shown on pending or sold listings. (Added 2015)

## **Section 19      Virtual Office Websites (VOWs)**

An MLS shall, if requested by a Participant, provide basic downloading of all MLS non-confidential listing data, including, without limitation, address fields, listing types, photographs, and links to virtual tours. Confidential data includes only that which Participants are prohibited from providing to customers orally and by all other delivery mechanisms.

### **Section 19.1 VOW Defined**

- (a) A “Virtual Office Website” (VOW) is a Participant’s Internet website, a feature of a Participant’s website, or display via mobile or electronic device through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a Broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the Participant’s oversight, supervision, and accountability. A non-principal Broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal Broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.
- (b) As used in Section 19 of these rules, the term “Participant” includes a Participant’s affiliated non-principal Brokers and sales licensees—except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, mobile and electronic device displays, whether operated by a Participant, by a non-principal Broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a Participant.
- (c) “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS listing information, except in connection with the operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS listing information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- (d) As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

### **Section 19.2**

- (a) The right of a Participant’s VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master site with links to the VOWs of the other offices.
- (b) Subject to the provisions of the VOW policy and these rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g., “Internet Data Exchange” (IDX).
- (c) Except as otherwise provided in the VOW policy or in these rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

### Section 19.3

- (a) Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the Participant must take each of the following steps.
  - i. The Participant must first establish with that consumer a lawful Broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
  - ii. The Participant must obtain the name of and a valid 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 ensure that any e-mail address is associated with only one user name and password.
- (b) The Participant must ensure 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.
- (c) If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- (d) The Participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
  - i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant
  - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use
  - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
  - iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant’s consideration of the purchase or sale of an individual property
  - v. that the Registrant acknowledges the MLS’ ownership of and the validity of the MLS’ copyright in the MLS database

- (e) The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- (f) The terms of use agreement shall also expressly authorize the MLS and other MLS Participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 19.4 A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions or get more information about any property displayed on the VOW. The Participant or a non-principal broker or sales licensee licensed with the Participant must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 19.5 A Participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

**Seller Opt-out Form**

1. 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.

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

Section 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.
- (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' displays. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 19.8

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

Section 19.9

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

Section 19.10

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

Section 19.11

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

Section 19.12

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property. (Revised 2022)

Section 19.13

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

Section 19.14

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

of a Participant by an AVP is subject to the supervision and accountability of the Participant.

- Section 19.15 A Participant's VOW may not make available for search by or display to Registrants any of the following information:
- (a) Expired, withdrawn, or pending 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 and security of listed property (Revised 2022)
- Section 19.16 A Participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS listing information with additional information not otherwise prohibited by these rules or by other applicable MLS rules or policies, as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.
- Section 19.17 A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.
- Section 19.18 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 listing 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. (Revised 2022)
- Section 19.19 A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry. (Revised 2017)
- Section 19.20 A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.
- 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.
- 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.
- Section 19.23 Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.