



RULES & REGULATIONS

AMENDED PURSUANT TO NAR MANDATES OF NOVEMBER
2021 AND ADOPTED BY MLS BOARD OF DIRECTORS ON
2.16.2022

Clear Cooperation Amended 7.6.22
Fine Chart Amended 7.6.222

NAR CERTIFIED
02.25.2022

MLS Rules and Regulations

Section 1 Listing Procedures

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the territorial service area of the multiple listing service, and are taken by participants (Bledsoe, Bradley, McMinn, Meigs, Polk, and Rhea) shall be delivered to the multiple listing service within one business day after all necessary signatures of seller(s) have been obtained: *(Amended 11/17)*

- a. Single family homes for sale or exchange
- b. Vacant lots and acreage for sale or exchange
- c. Two-family, three-family, and four-family residential buildings for sale or exchange

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

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

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

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. *(Amended 11/96)*

The different types of listing agreements include:

- Exclusive right-to-sell
- open
- Exclusive agency
- 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 is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. *(Amended 4/92)*

The exclusive right-to-sell listing is the conventional form of listing submitted to the multiple listing service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. *(Amended 4/92)*

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

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

Note 3: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. *(Adopted 11/92)* **M**

- a. **Marketing:** Marketing and advertising includes, but is not limited to, any information about the property or its availability for sale displayed on any; signs, websites, social media, brokerage or franchise operated websites, communication (verbal or written), multi-brokerage or franchise listing sharing networks, flyers or written material, any applications available to the public, or open houses or showings.
- b. **Primary Photo in MLS** All primary photos are described as the following: on existing property, the actual front or street view of the main structure of the listed property; a picture in picture is also allowed; if under construction or to be built, an architectural rendering, clipart or floor plan may be substituted; this also applies to land with allowed substitution of surveys, plat maps or aerial views or the entrance to subdivision signs or logos. Must be input within twenty-four (24) hours (excepting weekends, holidays, and postal holidays) Multiple Listing Service may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations. **M (Amended July 11, 2013, 12/17, 6/21)**
- c. **Photos in the MLS software** (Adopted August 14, 2014, Amended September 3, 2015) All photos in the MLS software must depict an accurate portrayal of the property. Images may not be enhanced to present less than a true picture of the listed property. Examples of prohibited enhancements, include but are not limited to, stretching and/or distorting, adding or removing permanent or semi-permanent features (i.e., power lines, fire hydrants, landscaping elements), altering the colors or features of the property or its surrounding landscape. All images and tours submitted to the MLS are considered the property of the original listing agent and shall not be copied or used in any manner without written permission of the original listing agent. In satisfying these photo requirements contained in these Rules & Regulations, Participants and Subscriber should be mindful of Article 12 of the REALTOR® Code of Ethics, which requires that REALTORS® shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing and other representations. **Rule will be finable starting January 1, 2016. Please ensure all Active Listings in the MLS Software must have photos that are in compliance with the above rule.**
- d. **Branding** The branding of images, virtual tours and/or any framing for images or virtual tours with https://images.navicamls.net/460/photos/8/20212298_0.jpg any information or

additional images that promote the listing broker and/or listing agent is prohibited. Examples of branding, include but are not limited to visual, verbal, or written information; “for sale” signs or promotional signage; names, email address, websites or contact information for any persons or entities; logos; identifiable codes, symbols or colors; and names of any persons.

- e. **Associated Documents (Adopted September 11, 2014, amended 12/17)**
River Counties Multiple Listing Service requires submission of all legally-required seller disclosure information except where sellers expressly direct that such disclosure documents not be disseminated through MLS.

Associated Docs (Standard and/or Required)

- 1. Applies to Residential and Multi-Family (4-units and under)

Required Docs:

- a. *TN Residential Property Condition Disclosure OR*
- b. *TN Residential Property Condition Disclaimer*

Listing Broker to determine other required docs for their represented firm.

Starts January 1, 2015

Associated Docs are required within seven (7) days of listing input.

This applies to all New Listings with exemption on non-owner occupied homes (i.e. REO, HUD, Relocation, Foreclosures).

- f. **County Road Address Listings**
All listings with a County Road Address must be entered with “County Road” spelled out. No other variations are to be used. No CR, CO RD, and/or County Rd are to be used. (Adopted 9/2012)
- g. **Address Listings**
All listings require complete spelling of Circle, Parkway, Avenue, Road etc. (Adopted 9/2013)
- h. **Directions in the MLS**
Directions must be typed out in the directions field in the MLS system, you may not use: refer to GPS, Google maps, or any other mapping product. **(Adopted 6/21)**
- i. **Appointment Center**
When a company uses an ‘Appointment Center’, then the ‘Appointment Center’ name and phone number **must** appear in the “Agent Remarks” in the MLS. (Adopted 09/2011)
- j. **Deletion of a Listing**
The only reason the MLS Coordinator may delete a listing from the system is error of duplication of a listing upon input. (Adopted 1/12)
- k. **MLS Status Definitions (Adopted 11/5/2015, Amended 12/17)**
Any listing taken on a contract to be filed with the MLS is subject to the rules and regulations of the service. A seller wishing to have the benefit of their listing being disseminated through the MLS may not authorize the listing broker to take action inconsistent with the MLS Rules. As an MLS Participant or Subscriber, you are obligated to abide by the **MLS Rules, Policies and Code of Ethics**. Educate your sellers about these requirements, including these newly adopted listing status definitions.

Active: A listing for which the Participant has a current listing agreement, the property is available for showings, and no offers have been accepted by the seller. An active listing automatically will change to Expired at midnight on the date of expiration.

Active for Rent: A listing for which the Participant has a current listing agreement, the property is available for showings, and is for **Rent**.

Temp No Show/No Solicit: A listing that has a valid agency agreement/contract between the seller and participant. Seller temporarily requests no showings/offers/etc. Listing will not syndicate and will expire on expiration date and is only allowed in said status for up to a 30-day time. There can be no showings, and no advertising of the property. Fines will be implemented the same as Coming Soon rules. (Approved 12.13.21)

Contingent: A listing for which the Participant has a current listing agreement and for which the Seller has accepted an offer with a contingency and continues to seek back-up offers. Contingent listings are a sub-status of Active; thus, Contingent listings do appear when searching for Active listings. **Contingencies should be defined** in the purchase and sale agreement between seller and buyer and include (a) appraisal value equaling or exceeding the agreed upon purchase price; (b) financial contingency; and/or (c) buyer specified contingencies in the special stipulations. It is recommended to add contingencies in the Agent only remarks.

Expired: A listing for which the property did not sell during the timeframe specified in the listing agreement. An active listing automatically will change to Expired at midnight on the date of expiration.

Withdrawn: A listing for which the Participant and Seller mutually have agreed to terminate prior to the expiration of the listing agreement.

Contingency 48 hour (+/-): A listing for which the participant has a current listing agreement, the property is available for showings, the seller has accepted an offer with the first right of refusal.

Lease Purchase Pending: A listing for which the Participant has a current listing agreement, the Seller has accepted a lease/purchase agreement and no longer seeks additional offers.

Pending: A listing for which the Participant has a current listing agreement, the Seller has accepted an offer and no longer seeks additional offers, or any contingencies have been met. A Pending listing will not appear when searching for Active listings and will not be included in syndication fields.

Coming Soon: Coming Soon status indicates that the agent and the seller are preparing the property for sale, but it is not ready for full marketing and showing. Listings in Coming Soon status may not be shown until the home becomes an Active listing. While under the Coming Soon listing status, listings are displayed only on the MLS software. Listings under this status are included in IDX or RETS feeds. Listings under this status may not be shown and may remain under Coming Soon status for a period of 14 days or less. A Listing Agreement and Pre- Marketing Addendum ratified by the property owner is **required for all** Listings entered under Coming Soon Status.

i. Process to Prevent Fair Housing Violations

RC-MLS monitors listings for potential fair housing violations and reserves the right to use a data checking tool which will regularly monitor listings. If a potential violation is found, RC-MLS staff will send a courtesy/educational notice to the listing agent to revise the remarks, to delete the problematic words from the listing, within 24 hours or a fine will be assessed. RC-MLS follows the guidelines set by HUD and NAR to keep both our members and our MLS compliant. RC-MLS monitors inappropriate use of the words or phrases listed at <https://www.hud.gov/fairhousing>. Fines for these violations are level 3.

m. Seller's Written Authorization

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

n. Co-Listing

If you co-list property with more than one firm it must have one primary firm, a secondary firm and all other firms/agents contact information listed in the agent remarks section of the Multiple Listing Service. Only one entry in the MLS per property is permitted when co-listed. Duplications in the MLS will be purged by the service. *(Adopted 8/9/2012)*

o. Coming Soon Status –

Terms and Conditions of Use (Adopted 12/17)

1. Only properties subject to a ratified listing agreement and pre-marketing addendum may be entered under the Coming Soon status.
2. Listings under the Coming Soon listing status are syndicated to all Third-Party syndicates.
3. Listings under Coming Soon status may not be shown. In the event that a Seller/Broker agrees to allow a Coming Soon listing to be shown, the listing status **MUST** be changed to ACTIVE prior to the showing by the Listing Broker.
4. Days on Market (DOM) do not accrue while a listing is under the Coming Soon status.
5. You must include an Expected On-Market Date when using the Coming Soon listing status. This is the date when you expect your listing to be Active in the MLS system. This date cannot exceed 14 days from the date you submitted your listing to the MLS under the Coming Soon listing status.
6. Use of the Coming Soon listing status is limited to 14 days. After 14 days have passed, the listing status will automatically change to Active status. If you need more time after the 14 days have expired, consider using the Temp/No show listing status (DOM will start in this status).
7. Listings under Coming Soon status must have a List price and offer of cooperative compensation.
8. Because a Listing under the Coming Soon status will have an MLS number, the listing agent will be able to add virtual tours, marketing materials, and listing documents ahead of time.
9. A Listing that was once under the Coming Soon status cannot revert back to the Coming Soon status. The property must be off market for 90 days or more before it can be re-entered in Coming Soon status.

p. Public Remarks

No marketing, branding or contact information is permitted in this section of the MLS. (Added by MLS BOD 04.26.21)

Section 1.01 Clear Cooperation

Within one (1) business day (Business days exclude Saturdays, Sundays, and holidays) of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the public. (Adopted 11/19, Amended 6/21 to take out any time reference) (Changed to NAR standard by MLS BOD 7.7.22)

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

POLICY STATEMENT: INFORMATION Related to Listings of Commercial and Industrial Property

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

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

Note: This policy became effective in August 2018 when adopted by the National Association's Leadership Team.

Section 1.1 Types of Properties

Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service at the participant's option provided, however, that any listing submitted is entered into within the scope of the participant's licensure as a real estate broker: *(Amended 11/91)* **O**

- Residential
- Residential income
- Subdivided vacant lot
- Land and ranch
- Business opportunity
- Motel-hotel
- Mobile homes
- Mobile home parks
- Commercial income
- Industrial

Section 1.1.1 Listings Subject to Rules and Regulations of the Service

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

Section 1.2 Detail on Listings Filed with the Service

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

Agent indicated, as shown on MLS datasheet, must have current knowledge of property. (Adopted 6/2011)

Participants and/or users shall use the appropriate “area” (i.e. Cleveland NW, NE, SW, SE or Bradley County NE, NW, SE & SW) as delineated from the US Postal service mapping and further found on the tax records when inputting the data into the MLS.

Participants and/or users shall use the appropriate “school” when entering data into the MLS as delineated by the City School Board or the website which is known as:

<https://clevelandtn.maps.arcgis.com/apps/webappviewer/index.html?id=609fb67815a84469b255a007f771279d>

, and County School website known as:

https://creator.zohopublic.com/shumberd/bus-16-17/view-perma/Bus_16_17_Report/epHjZjhUxEfQuaYMPDSNbxzfqYwEptm52s0PMRaAtMw7yChODSzWjds5PaxDynxPPRWVvy9MtsjudWBNBKmDW5uVTzdSAW1Ejh32h

Section 1.2.0. Accuracy of Listing Data

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

Section 1.2.1 Limited Service Listings

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

- a. Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. Advise the seller(s) as to the merits of offers to purchase
- d. Assist the seller(s) in developing, communicating, or presenting counter-offers
- e. Participate on the seller’s(s’) behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers’ clients, prior to initiating efforts to show or sell the property.

Note: Adoption of Section 1.2.1, limited service listings, is optional and a matter to be determined by each MLS. (Adopted 05/01) **O**

Section 1.2.2 MLS Entry-only Listings

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 purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers

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

will be identified with an appropriate code or symbol (e.g., EO) 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.

Note: Adoption of Section 1.2.2, MLS Entry-only Listings, is optional and a matter to be determined by each MLS. *(Adopted 05/01)* **O**

Section 1.3 Exempt Listings

If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.

Note 1: Section 1.3 is not required if the service does not require all (*indicate type[s] of listing[s] accepted by the service*) listings to be submitted by a participant to the service.

Note 2: MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation **M**

Section 1.4 Change of Status of Listing

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

Section 1.5 Withdrawal of Listing Prior to Expiration

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

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

Listings that are withdrawn, must be withdrawn for thirty (30) days from the Multiple Listing Service before it can be relisted with a new MLS number, with the same listing Agent. If it is withdrawn and relisted by the same agent before the thirty (30) day time period, then the MLS Coordinator will delete the listing. *(Amended by RCMLS 8/19)*

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. **M**

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. *Amended 11/92* **M**

All rentals must include compensation. *(Amended by RCMLS 12/00)*

Section 1.8 Listing Multiple Unit Properties

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

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

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

Section 1.10 Expiration of Listings

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

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing.

Extensions and renewals of listings must be signed by the seller(s) and filed with the service. *(Amended 11/01)* **M**

Section 1.11 Termination Date on Listings

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

Section 1.12 Service Area

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

Note: Associations must choose whether the service will accept listings from beyond its service area into the MLS compilation. *(Amended 11/17)* **M**

Section 1.13 Listings of Suspended Participants

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

Section 1.14 Listings of Expelled Participants

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

Section 1.15 Listings of Resigned Participants

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

Section 1.16 Property Addresses

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

Section 1.17 Public Remarks

No marketing, branding, or contact information is permitted in this section of the MLS. (added by MLS BOD 04.26.21)

Section 1.18 Temp No Show/No Solicit

Temp No Show/No Solicit is only allowed in said status for up to a 30-day time period. It will not syndicate out to third-parties, there can be no showings, and no advertising of the property. Fines will be implemented pursuant to the coming soon rule. (Effective January 1, 2022)(Adopted 11/2021)

Section 1.19 Lots and Land

Lots (defined as under 5.0 acres) and land with no assigned address should be listed in the "street number" field as follows: "Lot #" or "00", then street name, street type, and directional indicators, if applicable. Tracks, defined as 5.0 acres or more, may be listed using the total acreage in the "street number" field. Others will not be accepted. (Adopted 3/2021, amended 6/2021, amended 04/22)

SHOWING PROCEDURES

(Adopted 7/10/2014)

Showings and Negotiations

S.P. 1 Broker/Participant should have showing instruction information on all properties listed within their firm (Appointment Center, Listing Office, Listing Agent, etc). (Amended 8/9/2012)

S.P 2 Lock Boxes are NOT an invitation to show a house. An appointment for showing property MUST be scheduled with the listing office, appointment center, or however notated to schedule in the MLS prior to utilizing the Lock Box System. This includes vacant properties.

S.P 3 At no time shall a showing agent leave any branded materials and/or information during a showing. Sign-in sheets may be provided by listing agent for showings, if requested by seller. Please refer to the REALTOR® Code of Ethics Article 16.

SELLING PROCEDURES

Section 2 Showings and Negotiations

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

- a. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, 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. *(Amended 4/92) M*

Section 2.1 Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. *(Amended 4/92) M*

Section 2.2 Submission of Written Offers and Counter-offers

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

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

Section 2.3 Right of Cooperating Broker in Presentation of Offer

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

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

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. *(Adopted 11/93) M*

Section 2.5 Reporting Sales to the Service

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within one (1) business day 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 one (1) business after occurrence and the listing broker shall report them to the MLS within **one (1) business** after receiving notice from the cooperating broker. HUD, short sales, foreclosures and REO listings to display the status change in the MLS within 30 days." *(Amended 11/11 & 7/12)*

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

Note 2: In disclosure states, if the sale price of a listed property is recorded, then reporting of the sale price may be required by the MLS. In states where the actual sale prices of completed transactions are not **publicly** accessible, failure to report sale prices can result in disciplinary action only if the MLS

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

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. *(Adopted 11/11)*

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

Section 2.6 Reporting Resolutions of Contingencies

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

Section 2.7 Advertising of Listings Filed with the Service

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

Section 2.8 Reporting Cancellation of Pending Sale

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

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. *(Amended 11/08)* **O**

Section 2.10 Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. *(Adopted 11/05)* **O**

REFUSAL TO SELL

Section 3 Refusal to Sell

If the seller of any listed property filed with the multiple listing service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the service and to all participants. **M**

PROHIBITIONS

Section 4 Information for Participants Only

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

Section 4.1 For Sale Signs

Only the for-sale sign of the listing broker may be placed on a property. *(Amended 11/89)* **M**

Section 4.2 Sold Signs

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. *(Amended 4/96)* **M**

Section 4.2a Signs/Lockboxes on Properties

Within forty-eight (48) hours (excepting weekends, postal holidays, and holidays) after the termination of the Contract of the listed property, the Listing Agent is required to pick up their sign and lockbox from the property. **O**

Section 4.3 Solicitation of Listing Filed with the Service

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

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

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

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

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

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. *(Adopted 11/07)* **O**

Section 4.5 Services Advertised as Free

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

DIVISION OF COMMISSIONS

Section 5 Compensation Specified on Each Listing

The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. *(Amended 11/98)*

In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. * *(Amended 11/96)*

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

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

Note: MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation). *(Adopted 5/08)*

While MLSs are not required to authorize participants to offer cooperative compensation based on net sale prices, those that do permit such offers must define “seller concessions” for purposes other than new construction, unless that term is defined by applicable state law or regulation. The following definition of “seller concessions” is suggested but not required for adoption:

Points paid by seller on behalf of buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed, down payment assistance, additions or alterations not considered deferred maintenance, and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed upon monetary value. *(Adopted 05/12)*

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

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

Note 1: The multiple listing service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the association multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The association multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

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

Note 3: The multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing broker.

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

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

Note 6: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers. *(Amended 5/09)* **M**

Section 5.0.1 Disclosing Potential Short Sales

Note: Select one of the following two options. **M**

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

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. *(Adopted 5/09)*

Section 5.1 Participant as Principal

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

Section 5.2 Participant as Purchaser

If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant wishes to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. *(Adopted 2/92)* **M**

Section 5.3 Dual or Variable Rate Commission Arrangements

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. *(Amended 5/01)* **M**

Section 5.4 Display of Listing Broker's Offer of Compensation

Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something familiar.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.
M

SERVICE CHARGES

Section 6 Service Fees and Charges

Initial Participation Fee: Any REALTOR® of this or any other Association whose Principal Broker has been approved, including new or present firm Members, who desire to join the Multiple Listing Service shall pay an initial participation fee of \$1000.00 to defray initial cost of providing Multiple Listing Service to the new Member. Use of information developed by or published by an Association's Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited.

1. However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.
 - a. Firm Member shall have no vested right to said fee and it shall be non-refundable.
 - b. Recurring Participation Fee: The semi-annual participation fee of each Participant shall be \$180.00 (includes Designated REALTOR® and Office). An additional fee of \$180.00 for each salesperson who has access to and use of the Service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. *(Amended 5/11, 7/12, 9/20)*
 - c. Recurring Appraiser Fee: The semi-annual participation fee of each Participant shall be \$180.00 (includes Designated REALTOR® Appraiser and Office). An additional fee of \$180.00 for each licensed or certified appraiser who has access to and use of the Service. (Adopted 10/12)

- d. **Optional Recurring Fee:**
Various data feeds are available upon request, fees may vary.
 - e. **Participant Reinstatement Fee:** Any former or present Participant who resigns from MLS will be required to pay a reinstatement fee of \$100, in lieu of the Initial Participation Fee, prior to rejoining the MLS.
 - i. If the Participant has been continuously affiliated with another MLS Participant and has continuously paid MLS dues since his firm's resignation, he will be charged a reinstatement fee of \$100 when he reapplies for firm membership. If the Participant has not been continuously affiliated with another MLS Participant, and has not continuously paid dues since his resignation, he will be charged a reinstatement fee of \$100.00 plus an additional \$10.00 per quarter that he was not a subscriber of MLS since his resignation but not more than a total of \$500.00.
 - ii. The Initial Participation Fee will not be required of any Participant upon rejoining MLS after suspension or expulsion due to an ethics violation.
 - f. **Subscriber Transfer Fee:** Agents transferring from one office to another, will be assessed a \$55 transfer fee to RCMLS.
 - g. **Subscriber Reinstatement Fee:** Any former or present Subscriber who resigns from MLS will be required to pay a reinstatement fee, in lieu of the Initial Participation Fee, prior to rejoining the MLS.
 - h. If the Subscriber has been continuously affiliated with another MLS Participant, and has not continuously paid dues since his resignation, he will be charged a reinstatement fee of \$100.00 plus an additional \$10.00 per quarter that he was not a subscriber of MLS since his resignation but not more than a total of \$500.00.
 - i. If the Subscriber has not been continuously affiliated with another MLS, and has not continuously paid dues since resignation, subscriber will be charged a reinstatement fee of \$100.00 plus an additional \$10.00 per quarter that he was not a subscriber of MLS since his resignation but not more than a total of \$500.00. (Approved 9/13/2012)
 - ii. **MLS of Choice Subscriber** – If Subscriber wishes to resign MLS membership there will be a six (6) month wait before membership can be reinstated with a \$100.00 reinstatement fee.
2. **Waiver of Usage Fee:** An MLS Participant may not be assessed any charges or subscription fees for any MLS information with respect to any individual who is engaged solely and exclusively in a specialty of the real estate business separate and apart from listing, selling, leasing, or appraising the type of properties which are required to be filed with the MLS. The MLS Participant must have a "Request for Waiver" stating that licensee is not engaged in listing and sales and will not have access and use of the MLS and will not have use of a lockbox key. Names of those requesting exemption will be published quarterly in the Association's publication.

The MLS BOD has the right to waive or modify fees of individual participants for medical conditions, emergencies and/or extenuating circumstances. Emergencies are to be dealt with on a case-by-case basis by RCMLS BOD. *(Amended 8/9/2012)*

3. **MLS Policy Statement: Waivers of MLS Fees, Dues, and Charges**
Recurring MLS fees, dues, and charges may be based upon the total number of real estate brokers, sales licensees, and license or certified real estate appraisers affiliated with or employed by an MLS participant.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker participants ~~to~~ sign a certificate of nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. **M**

Note: This policy became effective August 2018 when adopted by the National Association's Leadership Team.

4. **Billing:** All statements are due within 15 days of issue. All Participants/Subscribers will be billed by the MLS staff for participation, usage, and subscription fees.
5. **Revision of Service Charges:** Usage Fees for the MLS operations will be revised by the MLS Directors from time to time in order to ensure its financial feasibility. Usage fees will be charged in the manner prescribed to keep these costs to a minimum.
6. **Delinquency in Fees/Charges Payment:** A late charge of \$50 will be added on the 16th day after issue to the semi-annual/annual fees unless paid on or before the 15th. Service will be suspended on the 25th day after bills are issued for any unpaid balance including late fees. If an RCAR Subscriber's fees remain unpaid on the 26th day and is still an active licensee within the Participant's firm/office, then the Participant will have ten (10) days to pay the Subscriber's unpaid balance or remove the licensee from the firm. *(Amended 2/12/2015)*
7. **Suspension of Service for Non-Payment:** Suspension of Service for non-payment means that the Participant/Subscriber will be disconnected from MLS data base; firm/subscriber name will be deleted from MLS roster; existing listings may be withdrawn/transferred from the system by MLS staff; no listings will be accepted for filing in the MLS; and lock box keys will be deactivated immediately, and, if applicable, must be returned to MLS within five (5) days from date of suspension. Upon payment of reinstatement fee and all past due accounts, the MLS staff will automatically restore listings for the remaining term of the existing listings.
8. **Bad Check Policy:** If a check is returned for insufficient funds, fees will be charged in pursuant to the bank charges for the first offense. Within a calendar year for the second returned check, a \$50.00 penalty and the fees pursuant to the bank charges for the returned check will be charged, and thereafter payment must be either in cash or cashier's check for a one (1) year period. If a returned check causes participant's account to be delinquent, Article I, Paragraph 6 of these Rules and Regulations will apply.

Late fees will be assessed accordingly.

COMPLIANCE WITH RULES

Section 7 Compliance with Rules—Authority to Impose Discipline

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

- a. Letter of warning
- b. Letter of reprimand
- c. Attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. Appropriate, 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. *(Revised 11/14)* **M**

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

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

Section 7.1 Compliance with Rules

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

- a. For failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full
- b. For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

Note: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. *(Amended 11/88)*

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. *(Adopted 4/92)*

Note: Adoption of Section 7.2 is optional and should be adopted by multiple listing services desiring to establish authority to impose discipline on non-principal users or subscribers affiliated with MLS members or participants. *(Adopted 4/92)* **O**

MEETINGS

Section 8 Meetings

The meetings of the participants in the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of the service. **M**

ENFORCEMENT OF RULES OR DISPUTES

Section 9 Consideration of Alleged Violations

The Board of Directors 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 Directors.

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

Section 9.1 Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the directors' decision. *(Amended 11/96)*

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. *(Amended 2/98)* **M**

Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the board of directors of the service to the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. *(Amended 11/88)* **M**

Section 9.3 Complaints of Unauthorized Use of Listing Content

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, and 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 Board of Directors 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 Board of Directors that the use is authorized. Any proof submitted will be considered by the Board of Directors, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Board of Directors determines that the use of the content was unauthorized, the Board of Directors 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 Board of Director'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. *(Adopted 5/18)* **M**

Section 9.4 MLS Rules Violations

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules. *(Adopted 5/18)* **M**

Note: Adoption of Sections 9.3 and 9.4 are not required if the MLS has adopted alternative procedures to address alleged misuse of listing content that includes notice to the alleged infringer.

CONFIDENTIALITY OF MLS INFORMATION

Section 10 Confidentiality of MLS Information

Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants. *(Amended 4/92)* **M**

Section 10.1 MLS Not Responsible for Accuracy of Information

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

Section 10.1a: Sharing of MLS Credentials:

It is prohibited for any person having legitimate access to the MLS to loan, share or disclose their password with any other person. Alleged violations of this rule shall be referred to the Chief Executive Officer for appropriate action in accordance with the professional standards procedures established in the Code of Ethics and Arbitration Manual.

OWNERSHIP OF MLS COMPILATION* AND COPYRIGHT

Section 11

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

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

*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: 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. *(Adopted 11/15)* **I**

Section 11.1

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the River Counties Multiple Listing Service Inc., and in the copyrights, therein, shall at all times remain vested in the River Counties Multiple Listing Service, Inc. **M**

Section 11.2 Display

Each participant shall be entitled to lease from the River Counties Multiple Listing Service, Inc., a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the Multiple Listing Service.
*

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

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

USE OF COPYRIGHTED MLS COMPILATION

Section 12 Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the 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. *(Amended 4/92)* **M**

Section 12.1 Display

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

Section 12.2 Reproduction

Option #1: Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

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

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

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

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

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

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

Option #2: **(This is only adopted for Non-Member Participants)**

USE OF MLS INFORMATION

Section 13 Limitations on Use of MLS Information

Option #1: Use of information from MLS compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS participant or in other public representations, may not be prohibited.

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

Based on information from the River Counties Multiple Listing Service for the period (date) through (date). *(Amended 11/93)*

Note: Associations are advised to select one rule for the two (2) alternatives above. **M**

13a: Any Broker/Participant may with probable cause request from the MLS reports regarding suspicious or malicious activities involving agents or staff within their own office or firm. Written request will be presented to MLS Coordinator, who will confer with the Association Executive. If a question still remains to the validity of the request it shall then be presented anonymously to the MLS Board of Directors. *(Amended 10/25/2012)*

CHANGES IN RULES AND REGULATIONS

Section 14 Changes in Rules and Regulations

Amendments to the rules and regulations of the service shall be by consideration and approval of the board of directors of the multiple listing service, subject to final approval by the board of directors of the River Counties Multiple Listing Service, Inc. (shareholder).

Note: 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 directors of the service, with final approval by the board of directors of the association of REALTORS® which is the sole and exclusive shareholder of the stock of the service corporation. **M**

ARBITRATION OF DISPUTES*

Section 15

Arbitration of Disputes (This is only adopted for Non-Member Participants)

Section 16

Standards of Conduct for MLS Participants (This is only adopted for Non-Member Participants)

ORIENTATION

Section 17 Orientation

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) staff and personal assistants 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 sixty (60) days after access has been provided. *(Amended 11/04)* **M**

If orientation is not completed within sixty (60) days, MLS Services will be terminated. (Amended 11/09, 9/12, 6/13)

Lockbox access to be issued to New Members by appointment with RCAR staff. Members should refer to the RiverCounties.com website and the MLS platform for MLS Rules and Regulations, and should know they are subject to change, pursuant to mandates and guidelines by the Board of Directors, from time to time. Members must sign an agreement to abide by MLS Rules and By-Laws in order to obtain key. (Adopted 10/2012)

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 additional training remotely. (Amended 11/17)

INTERNET DATA EXCHANGE (IDX)

Section 18 IDX Defined

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

Section 18.1 Authorization

Participants' consent for display of their listings by other Participants pursuant to the "Rules For Internet Data Exchange (IDX) Program" as established by the MLS Board of Directors 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 or other electronic forms of display or distribution. (Amended 5/12, 5/17) **M**

Section 18.2 Participation

Option #4: 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. **M** (Amended 11/09)

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. (Amended 05/12) **M**

Section 18.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12) **M**

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 05/17) **M**

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, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency. Selection of listings displayed through IDX must be independently made by each participant. *(Amended 05/17, 1/22)* **M**

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. *(Amended 11/14)* **M**

Section 18.2.6

Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(Amended 05/12)* **M**

Section 18.2.7

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. *(Amended 05/12)* **M**

Section 18.2.8

Any IDX display controlled by a participant or subscriber that

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

Either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. *(Adopted 05/12)* **M**

Section 18.2.9

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

Section 18.2.10

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

Section 18.2.11

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

Section 18.2.12

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. * *(Amended 05/17, 1/22)* **M**

Section 18.3 Display

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

Note: All of the following rules are optional but, if adopted, cannot be modified. Select those rules which apply to your IDX program and number the sections accordingly.

Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information) may not be displayed. *(Amended 05/12, 1/22)* **O**

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. *(Amended 05/12)* **O**

Section 18.3.2

Deleted May 2015.

Section 18.3.3

Deleted May 2017; moved to 18.2.12 May 2017.

Section 18.3.4

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

Section 18.3.5

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

Section 18.3.6

Deleted November 2006.

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. * (Amended 05/17) ○

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

Section 18.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. * (Amended 05/17) ○

Section 18.3.9

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance, shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/17) ○

Section 18.3.10

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

Section 18.3.11

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. * (Amended 05/17) ○

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

Section 18.3.12

Display of expired and withdrawn is prohibited. (Amended 11/15, 1/22) ○*The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. (Amended 05/17)

Section 18.3.13

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

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

Section 18.3.14

Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. *(Amended 05/12)* **O**

Section 18.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. *(Amended 05/12)* **O**

Section 18.3.16

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

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. *(Adopted 11/01, Amended 5/05)* **O**

SECTION 19 VIRTUAL OFFICE WEBSITES (VOWS)

Note: Adoption of Sections 19.1 through 19.14 is mandatory.

Section 19.1 VOW Defined

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

Section 19.2

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

Section 19.3

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

- ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
 - iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
 - v. That the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database. **M**
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click. **M**
- f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant. **M**

Section 19.4

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

Section 19.5

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

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

Section 19.6

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

Seller Opt-out Form

1. Check one.
 - a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
 - b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
2. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.

Initials of Seller

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

Section 19.7

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

Section 19.8

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

Section 19.9

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

Section 19.10

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

Section 19.11

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

Section 19.12

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

Section 19.13

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

Section 19.14

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

Note: Adoption of Sections 19.15 through 19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participants' use of MLS listing information in providing brokerage service through all other delivery mechanisms. (RCAR has never adopted 19.15-19.19)

Note: Adoption of Sections 19.20 through 19.25 is at the discretion of the MLS. It is not required that equivalent requirements be established related to other delivery mechanisms.

Section 19.20

A participant shall require that Registrants' passwords be reconfirmed or changed every ___ days. **O**

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

Section 19.21

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

Section 19.22

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

Section 19.23

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

Section 19.24

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

Section 19.25

Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours. ○

Appendix-1: MLS Advisory Council

PURPOSE

The purpose of the Advisory Group is to assist the RCMLS BOD by doing numerous tasks and assignments to minimize the time and efforts of the monthly RCMLS BOD meetings. It is an ad hoc task force that becomes the workhorse for the RCMLS BOD. All guts, no glory. No power of decision making. It is a group that brings continuity and history to the efforts and needs for studies, research and reports to the RCMLS BOD on items much like our local government Planning Commissions. (Amended 04.26.21)

MEMBERSHIP and QUALIFICATIONS

The membership of the Advisory Group was designed to consist of a blending of experienced Realtors (15+ years) that know the history of former RCMLS Boards, a few more agents with moderate years of experience (10 – 15 years) and those newer agents (2 – 5 years). There is no minimum or maximum number of members. Annual commitment renewals are required by current members.

The Association Executive and MLS Coordinator will serve as Ex-Officio members. The MLS President and MLS Past-President will also serve with the MLS Past-President serving as chair person.

APPOINTMENTS

New members are selected annually by application, depending upon upcoming task assignment needs, usually in the fall in conjunction with the October elections. Recommendations are made by the current Advisory Group with approval of the RCMLS BOD. There are no time limits of service on the Advisory Group in hopes of bringing continuity to the direction and focus of the Advisory Group and future BODs.

In the event the RCMLS Past-President cannot serve as chairperson, the Advisory Group will recommend a replacement for approval by the RCMLS BOD.

ASSIGNMENTS

The RCMLS Advisory Group will review/research vendor contracts, MLS By-Laws, MLS Rules & Regulations, MLS forms and any MLS documentation; in addition to any other items and/or issues requested by the RCMLS BOD for the purpose of making improvements and/or enhancements to the services of the MLS. Additional requests can be generated from the RCMLS BOD, the RCAR staff and with the Advisory Group itself.

MINUTES

The monthly minutes of the Advisory Group will be sent to the members of the Advisory Group as well as the RCMLS BOD. **(Amended 9/11/2014)**

Appendix 2: Lockboxes and Keys

A2.1 Lockbox System:

The River Counties Multiple Listing Service (RCMLS) offers an electronic common key lock box service of its Participants and their agents for greater accessibility to the listed property. The electronic key boxes are issued to Association Members who are MLS Participants at no charge. MLS Only participants must pay \$100.00 per box issued. Electronic key boxes shall be issued to Participants based upon the number of active residential listings currently listed in the MLS plus 10%. Participants shall be required to return all key boxes within five (5) business days that exceed the percentage established by MLS Board of Directors. The RCMLS reserves the right to conduct a bi-yearly or yearly (whichever we choose) audit of electronic lock boxes. The Broker will be billed \$100.00 per lock box for any lock boxes not accounted for. Keypad holders, or smart-phone or cell phone access holders, must place deposits on the Keypad, or Smart-phone or cell phone access, and sign agreements as to its use and care. A security system of the MLS keypad, or smart-phone or cell phone access, has been developed to ensure the best possible safeguards. All keypad holders pledge to abide by this security system by signing the Key Lease Agreement and abiding by the following Common Key Lock Box Rules.

A2.2 Eligibility to Lease a Key:

The leasing of keys shall be limited to Participants, Subscribers and Association Affiliate members who are licensed home inspectors or licensed pest controllers. A Key holder shall sign a Key Lease Agreement prior to issuance of a Key by the RCMLS, and be responsible for adhering to SP2 and subject to any violations.

Non-Licensed Assistant Keys: An additional lockbox key may be issued to an RCAR MLS Subscriber for use by a registered non-licensed assistant for administrative duties only. (Amended 4-14-11)

Number of Keys: No more than one (1) key shall be leased to an individual.

A2.3 Key Lease Agreement:

The Key Lease Agreement must be signed by the Key Holder before a key may be issued and in conjunction with these rules, shall govern the use of keys in matters of dispute between the MLS and holder of key. No one shall be required to lease a key from the MLS except on a voluntary basis.

A2.4 No Loan of Key:

Smart-phone or cell phone access holders, will not, under any circumstances, loan the smart-phone or cell phone access, to any person. Key holders found guilty of loaning the MLS eKey, or smart-phone or cell phone access, to an unauthorized individual will be required to pay a fine of no less than Level One Assessment. (Amended 6-7-07) (Amended 04.22.21)

A2.5 Return of Lock Boxes:

MLS Participants who terminate their Participation in the MLS, or who no longer wish to participate in the Lock Box System shall need to return all lock boxes issued to them within five (5) business days of the date of notification/termination. If the Participant refuses or is unable to demonstrate that the Key Boxes are within their physical control, then the MLS shall take whatever steps necessary to recover the cost of replacing the boxes and any legal fees that might result from those actions.

A2.6 Principal Responsible:

The Principal is responsible for the proper use of keys and lock boxes.

A2.7 Suspension of Key Holder's Services:

Associations and multiple listing services may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the association or MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

Association or multiple listing services may suspend the right of lock box key holders to use lock box keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the association or MLS, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determination include, but are not limited to:

- The nature and seriousness of the crime
- The relationship of the crime to the purposes for limited lock box access
- The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- The extent and nature of past criminal activity
- Time since criminal activity was engaged in
- Evidence of rehabilitation while incarcerated or following release and
- Evidence of present fitness (Adopted 11/99)

A2.8 Failure to Comply:

Failure to comply with the above regulations will make the key holder responsible under these Rules and Regulations. (Amended 04.22.2021)

A2.9 Lockboxes:

Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for that purpose.

Lockboxes approved and provided by this MLS must be used if a participant chooses to use a lock box and if a seller agrees to and authorizes use of a lockbox on his or her property. The participant in the lock box system may use his or her own lock box on a property in addition to the lock box of the MLS. The only exception to this rule would be REO properties. (Amended 04.22.2021)

A2.10 Lock Box Key Reciprocity:

A REALTOR® subscriber in any MLS with whom the MLS has a written reciprocal agreement may access properties listed in the MLS through use of a Supra Keypad at no additional fee.

Appendix 3 Rule Violation Process

How are violations reported?

1. The system automatically checks for some things each night. These are processed daily via a report to staff.
2. There is an anonymous reporting tool on the MLS system, which is mandated by NAR. When Participants/Subscribers find something while searching properties, they can use that tool, which generates a report to our staff to process.
3. Participants/Subscribers may call, or complete a violation form, from the website, for issues that are not easily determined from the MLS Listing data. Typically this is an advertising violation, and something staff wouldn't without a member reporting to us.
4. Contrary to popular belief, the staff does not police the MLS data by reviewing it daily or at any regular intervals.
5. In addition, we cannot control the software platform to the point of having every item that could be a violation indicated to the user via a pop up.

What happens if I get a violation?

1. You will receive a Violation Notice (1A-MLS Complaint), and invoice sent to you and your broker;
2. You then have 15 days to either pay the fine or reply using the appropriate form listed (2a-MLS Violation Reply);
3. Once you reply, you will be notified of the hearing date of the MLS Violations Hearing Panel. If you wish to attend and present your case you can do so at that time;
4. After the decision is finalized by the MLS Violations Panel, you will have 20 days to appeal (on due process error only) to the MLS Board of Directors.
5. If no appeal is filed, or if after the appeal, the MLS BOD upholds the original violation, it is ratified and the final decision is rendered in the record.

Appendix 4 - MLS Fines and Penalty Chart

LEVEL 1 ASSESSMENTS		First Violation	Second Violation	Third Violation
MLS RULE #	Rule Reference	300 Fine	600 Fine	1200 Fine, 30 Day suspension
1	Territorial Jurisdiction			
1.01	Clear Cooperation Rule			
1.3	Exempted Listings			
1a	Coming Soon			
SP2	No entry without appointment			
4.3	Solicitation of Listings filed with Service			
1.18	Temp No Show/ No Solicit			
10.1a	Sharing of MLS Credentials -MLS Software			
A2.4	Sharing of Key			
LEVEL 2 ASSESSMENTS		First Violation	Second Violation	Third Violation
MLS RULE #	Rule Reference	200 Fine	400 Fine	800 Fine, 30 Day suspension
SP3	No branded material left during showing			
2	Showings & Negotiations			
2.1	Presentation of Offers			
2.7	Advertising Listings without permission			
2.10	Availability of Listed Properties			
4.2a	Signs/Lockboxes on Properties			
4.4	Use of Terms MLS			
5	Division of Commissions			
5.0.1	Disclosure of Short Sale			
5.1	Participant as Principal			
5.2	Participant as Purchaser			
5.3	Dual Variable Rate Commission			
13	Limitations on Use of MLS Information			
LEVEL 3 ASSESSMENTS		First Violation	Second Violation	Third Violation
MLS RULE #	Rule Reference - Assessed on day of report	25 per day, cap 100	100 per day, cap 400	250 per day, cap at 1000 & 30 Day suspension
1.4	Change of Status, completion or entry of listing within 1 business day			
1.5	Withdraw of listing prior to expiration			
1.6	Contingencies			
1.7	Listing Price Specified			
1.8	Multiple Units			
1.1	Expiration of Listings			
1.11	Termination Date			
1.12	Service Area			
1.17	Public Remarks			
1b	Primary Photo			
1c	Accurate photos			
1d	Branding of Photos			
1e	Associated Documents (residential properties only)			
1i	Appointment Center			
1p	Branding in Remarks			
2.3	Reporting Sales to the Service			
2.6	Reporting Resolutions of Contingencies			
2.7	Advertising of Listings Filed with the Service			
2.8	Reporting Cancellation of Pending Sale			
2.9	Disclosures of Existing Offers			
3	Refusal to Sell			
4.1	For Sale Signs			
4.2	Sold Signs			
4.2a	Sign/Lockboxes on Property			
LEVEL 4 ASSESSMENTS		First Violation: 24/hr "fix it period" starts from email notification to Agent and Broker, if not fixed in 24/hrs a \$25 fine is assessed and RCAR Staff will correct, if applicable.		
MLS RULE #	Rule Reference			
1	Exclusive Right to Sell			
1m	Seller's Written Authorization			
1n	Co-listing			
1	Types of Listing Agreements			
1.1	Types of Properties			
1.2	Detail on Listings filed with the service			
1.2.1	Limited Service Listings			
1.2.2	MLS Only Entries			
1f	County Road Address Listings			
1g	Address Listings			
1h	Directions in the MLS			
1.2	Directional Indicators			
1.19	Lots and Land			
SP1	Showing Instructions			
A2.9	Lockboxes			

All violations are calculated per calendar year. Violations escalate when the same rule is violated. Fine Chart approved pursuant to the MLS BOO Meeting on 7.7.22.