

**MOBILE AREA ASSOCIATION OF REALTORS**

**2827 Airport Boulevard**

**Mobile, AL 36606**

**GULF COAST MULTIPLE LISTING SERVICE, INC.**

**RULES AND REGULATIONS**

**MEMBERSHIP IN SERVICE**

**Section 1. MEMBERSHIP:** Any REALTOR® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.\* However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service “membership” or “participation” unless they hold a current, valid Alabama real estate broker’s license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.\*\* Use of information developed by or published by a Board 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 by or published by a Board Multiple Listing Service where access to such information is prohibited by law.

Mere possession of a broker’s license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. “Actively” means on a continual and ongoing basis during the operation of the participant’s real estate business. The “actively” requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

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

A nonmember applicant for MLS participation who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, shall agree to complete a course of instruction (if any) covering the MLS rules and regulations and computer training related to MLS information entry and retrieval, and shall pass such reasonable and non-discriminatory written examination thereon as may be required by the MLS; and shall agree that if elected as a participant, he/she will abide by such rules and regulations and pay the MLS fees and dues, including the nonmember differential (if any), as from time to time established. Under no circumstances is any individual or firm entitled to MLS participation or membership unless they hold a current, valid real estate broker’s license and offer or accept compensation to and from other participants, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law.

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Affiliate members of the Mobile Area Association of REALTORS, Inc. may subscribe to comparable and tax data only.

There is a one-time MLS Application Fee for new brokers and agents joining the MLS System of \$25.00 each.

A non-member applicant for MLS Participation who is a principal, partner, corporate officer or branch manager acting on behalf of a principal, shall supply evidence satisfactory to the Membership Committee that applicant has no record of recent or pending bankruptcy\*, has no record of official sanctions involving unprofessional conduct\*\*, agrees to complete a course of instruction (if any) covering the MLS Rules and Regulations, and shall pass such reasonable and nondiscriminatory written examination thereon as may be required by the MLS, and shall agree that if elected as a Participant, he will abide by such rules and regulations and pay the MLS fees and dues, including any non-member fee differential, as is from time to time established.

There is a one-time MLS Application Fee for new non-member brokers and agents joining the MLS System of \$500.00 each. (*Adopted 10/16*)

Under no circumstances is any individual or firm entitled to Multiple Listing Service “Membership” or “Participation” unless they hold a current, valid real estate broker’s license and are capable of offering and accepting compensation to and from other Participants. Use of information developed by or published by the Multiple Listing Service is strictly limited to the activities authorized under a Participant’s licensure(s) and unauthorized uses are prohibited.

No record of official sanctions involving unprofessional conduct is intended to mean that the MLS may only consider judgments within the past three (3) years of violations of (1) civil rights laws; (2) real estate license laws; (3) or other laws prohibiting unprofessional conduct against the applicant rendered by the courts or other lawful authorities.

No recent or pending bankruptcy is intended to mean that the applicant or any real estate firm in which the applicant is a sole proprietor, general partner, or corporate officer is not involved in any pending bankruptcy or insolvency proceedings or, has not been adjudged bankrupt in the past three (3) years. If a bankruptcy proceeding as described above exists, participation may not be rejected unless the MLS establishes that its interests and those of its Participants and the public could not be adequately protected by requiring that the bankrupt applicant pay cash in advance for MLS fees for up to one (1) year from the date that participation is approved or from the date that the applicant is discharged from bankruptcy (whichever is later). In the event that an existing Participant initiates bankruptcy proceedings, the Participant may be placed on a “cash basis” from the date that bankruptcy is initiated until one (1) year from the date that the Participant has been discharged from bankruptcy. (*Amended 09/2009*)

**Section 1.1. WITHDRAWAL FROM MEMBERSHIP:** Any MLS Participant may withdraw from the MLS by giving a 30 day written notice to the Service.

**Section 1.2. “NON-ACTIVE” STATUS:** Deleted (*July 2017*)

**Section 1.3. AFFILIATE MEMBERSHIP:** Affiliate Members of the Mobile Area Association of REALTORS, Inc., are eligible for Affiliate Membership in the Service with the only service available to them being access to the Comparable Sales and tax data.

**Section 1.4. TEAMS or CO-LISTINGS:** A Team or Co-Listing Agents may enter listings into the MLS system if the following criteria are met: (1) Each agent is a member of the Gulf Coast Multiple Listing Service and is paying monthly MLS fees. (2) Each team member is in the same FIRM. *(Amended 7/2004)*

## **LISTING PROCEDURES**

**Section 2. LISTING PROCEDURES:** Listings (only exclusive rights to sell or exclusive agency) of properties taken by Participants on single family homes for sale or exchange, vacant lots and acreage for sale or exchange, two-family, three-family, and four-family residential buildings for sale or exchange shall be placed into the Multiple Listing Service within seven (7) calendar days after the necessary signatures of all seller(s)/owners(s) have been obtained or a \$10 fine will be charged. Properly signed copies of listings must be available if requested by the Board Office at any time after the listing is placed in the MLS. MLS shall not establish or maintain a rule or policy prohibiting inclusion of exclusive agency listings that would be otherwise acceptable for inclusion in the compilation of current listing information. *(Amended 3/2013)*

The 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: (1) Residential, (2) Residential Income, (3) Subdivided Vacant Lot, (4) Land and Ranch, (5) Motel-Hotel, (6) Mobile Homes attached to real property, (7) Mobile Home Parks, (8) Commercial Income, (9) Industrial. Commercial and industrial properties are placed in the Service at the Participants option. (Reference Notes 1, 2 and 3 in Section 1 of NAR's suggested Rules and Regulations for Incorporating MLS are hereby adopted and included as part of these Rules and Regulations.) *(Amended 2/2004)*

- (a) Addition of Property Type in the Residential category: Some choices will be Single Family Detached, Condo, Townhouse, Manufactured, Pre-Construction and New Construction, and others as needed in the future. For Single Family Detached a complete address with street number and street name will be required. No unit/lot number is needed unless a Condo, a Townhouse or a Manufactured home contains a 'unit number.'
- (b) Pre-Construction and New Construction: Active Pre-Construction listings: Pre-Construction Property Type for Residential listings has been designed to offer information to REALTORS and the public regarding new developments. In many cases these properties are pre-sales, meaning the lot is purchased as part of the cost of the home that is to be built. These listings are not required to be put in MLS. Previously these properties could not be put into MLS because the lots could only be built on by a certain builder(s). When a new development is ready to market, a listing may be entered for each model that will be available to be built. A special photo showing **Sample Plan** will be used as the main photo on these listings. These listings must have an address and a lot and block. These listings must have the base price for that floor plan. If any options are included on this listing, the price must include these options. When a lot that has a sample floor plan listed on it sells as a pre-sale, then the sample floor plan must be moved to another vacant lot. Sold data on the presale must be entered on the lot that was sold. The Property Type should be entered as Residential and Sub Property Type should be changed to New Construction. Pre-Construction Property Type may also be used for vacant lots if only a certain builder(s) may build homes on these lots. Lots do not have to be a part of a planned development to be entered as a "Pre-Construction Sub Property Type" on the Residential Input Sheet.

**Section 2.1. 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).

When accepting an agreement to list an owner's property for sale, the broker or his or her licensee shall, at a minimum, accept delivery of and present to the consumer, within the terms of the offer, all offers, counteroffers and addenda to assist the consumer in negotiating offers, counteroffers and addenda, and to answer the consumer's questions relating to the transaction. Violation shall result in a fine set and approved by the MLS Board of Directors not to exceed \$500. *(Adopted 06/2014)*

A listing broker or his or her licensee will receive a notice if incorrect data is found in their listing. If the incorrect data is not corrected within 48 hours, then the listing broker or his or her licensee shall receive a second notice and a fine of \$10. If the incorrect data is not corrected within another 48 hours, then the listing broker or his or her licensee shall receive a third notice and a fine of \$10 per day until the incorrect data is corrected. The maximum amount of the fine is \$100. *(Adopted 06/2014)*

Each listing in the MLS will be accurately mapped. *(Adopted 06/2014)*

**Section 2.2. DETAIL ON LISTINGS FILED WITH THE SERVICE:** A Listing Agreement or Profile Sheet, when filed with the Multiple Listing Service by the listing broker, shall be complete and legible in every detail that is ascertainable as specified on the Profile Sheet. All listings submitted must have signatures of owner or owners. Required items (R) on the Profile Sheet must be entered into the Multiple Listing System. Living area square footage is optional so long as the listing remains active. When the listing is sold and transferred to comparables, the living area square footage must be entered into space provided. Square footage of the living area should be determined by measuring the exterior perimeter of the heated area of the building. Each listing agreement shall provide authorization for MLS to use, publish, advertise and market the listing via the Internet. If the Seller does not want the listing to appear on the Internet, it will not be submitted to the Internet.

**Section 2.3. EXEMPTED LISTINGS:** If the seller refuses to permit the listing to be disseminated by the Service, the REALTOR 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.

**Section 2.4. CHANGE STATUS OF LISTING:** Any change in the listing status shall be made only when authorized in writing by the seller. Emails are acceptable. *(Amended 3/2013)*

**Section 2.5. 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 with the mutual consent of the seller and the listing broker.

**Section 2.6. CONTINGENCIES APPLICABLE TO LISTINGS:** LISTINGS CONTAINING CONTINGENCIES ARE NOT ALLOWED IN THE SYSTEM.

**Section 2.7. LISTING PRICE SPECIFIED:** The full gross listing price shall be stated in the contract. It is a violation to change the list price once the property has been placed in Pending status with a resulting fine of up to \$100 per violation and membership review by the MLS Board of Directors. *(Amended 9/2004)*

If a listing is a Value Range Market (VRM) listing, first, next to the "List Price" field, one must select the "Y" to show it is a VRM. Then, the first statement in the Public Remarks section must clearly state the price range in full amounts with a statement similar to "Seller(s) will entertain offers between \$000,000 and \$000,000." If/when the listing changes to regular pricing, the "Y" should be deselected from the VRM field and the price range statement removed from the Public Remarks section. *(Amended 1/2014)*

**Section 2.8. LISTING MULTIPLE UNIT PROPERTIES:** All properties which are to be sold or which may be sold separately must be listed individually except multiple lots in the same subdivision. When part of the listed property has been sold, that portion of the property shall be submitted to the Service as a separate comparable.

**Section 2.9. 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 non-Participants.

**Section 2.10. EXPIRATION, EXTENSION AND RENEWAL OF LISTINGS:** Any listing filed with the Multiple Listing Service automatically expires on the dates specified in the agreement unless renewed by the listing broker. *(Amended 3/2013)*

If a listing contract is withdrawn, it may be brought back on market and/or extended. DOM will pick back up and continue counting. If desired, a legally executed sales authority may be obtained and a new listing with a new MLS number may be entered.

Days on market (DOM) starts new for any new list date. DOM will show on agent reports only.

If same address match has expired or been withdrawn 30 days or less, the system will add DOM from the previous listing and create cumulative days on market (CDOM). CDOM will show on agent reports and statistical data only.

If same address match has expired or been withdrawn 31 days or more, the system will not create CDOM.

**Section 2.11. 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.

**Section 2.12. JURISDICTION:** Only listings of the designated types of property located within the jurisdiction of the Mobile Area Association of REALTORS are required to be submitted to the Service. Listings of property located outside the Association's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service.

**Section 2.13. LISTINGS OF SUSPENDED OR EXPELLED PARTICIPANTS:** When a Participant of the Service is suspended or expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association By-Laws, 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 or 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 suspension or expulsion became effective. If a Participant has been suspended or expelled from the Association (except where MLS participation without Board 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 or expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended or expelled Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended or expelled Participant may advise his clients.

**Section 2.14. LISTINGS OF RESIGNED PARTICIPANTS:** When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients.

**Section 2.15. NEW MLS NUMBER:** Deleted (5/2008)

**Section 2.16. YEAR DATE ERRORS:** If there is an obvious error in year date on any listing agreement filed with the Service, the MLS Chief Executive Officer shall have the authority to waive the requirement for Seller's signature to change the year date.

**Section 2.17. FIRST RIGHT OF REFUSAL LISTINGS:** Listings of property that are sold subject to a first right of refusal may remain as active listings if the Agent Notes section of the listings is amended so that the **first words** of the comments read similar to: THERE IS AN ACCEPTED OFFER ON THIS PROPERTY SUBJECT TO A FIRST RIGHT OF REFUSAL. The comments must be amended within seven (7) calendar days of the date of the accepted offer by the listing broker or a \$25 fine will be charged. (Amended 4/2004)

**Section 2.18. EXPIRED LISTINGS:** Deleted (5/2008)

**Section 2.19. MLS PHOTOS and VIRTUAL TOURS:** All properties put into the Multiple Listing Service will be required to have at least one photo, except where sellers expressly direct that photographs of their property not appear in MLS compilations. There will be seven (7) calendar days from the list date to submit a photo. There will be a \$25 fine imposed per listing on the 8th day after the list date and for each seven (7) calendar day period thereafter. The first photo must be an exterior front view of the actual residence. If new construction, you may use an elevation drawing, a floor plan or the MLS generic house photo. Once the house is complete and/or is comped to the Sold status, there will be seven (7) calendar days from the sold date to submit at least one photo of the actual house in place of the elevation drawing or generic photo. A fine of \$25 per month will be assessed until a photo of the actual house is submitted. Listings may have one to fifty (50) photos placed in the MLS system. There should not be any agent's personal information or Broker information, photo, logo or website address placed on the listing photos or virtual tours nor in the remarks under the listing photos or virtual tours. There should be no Broker information or signage visible in the listing photos or virtual tours. Also see MLS Rule Section 18.3.1. concerning IDX rules for virtual tours. (Amended 1/2005)(Amended 3/2016)

Builders' names, whether or not said builder is a licensed Realtor/member of the MLS, are allowed in the Public Remarks and in the remarks under photos to promote their listings. *(Amended 9/2011)*

Pictures that appear on a Broker's listings are considered proprietary property of the Broker or Seller who provided the pictures and may not be used by any other Broker without their express written permission. Absent this written permission, should a Broker, or their agents, use a listing photograph that was published on the MLS by another broker, a fine of up to \$100 per occurrence may be imposed. *(Amended 3/2005)*

## **SELLING PROCEDURES**

**Section 3. SHOWINGS:** Appointments for showings 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, or
- (b) after reasonable effort, the cooperating broker can not contact the listing broker or his representative. *(Amended 8/2014)*

**Section 3.1. 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.

**Section 3.2. SUBMISSION OF WRITTEN OFFERS:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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. *(Added 09/2009)*

**Section 3.3. STATUS CHANGES:** Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within seven (7) calendar days after they have occurred or a \$25.00 fine will be charged. If a listing is not changed to the sold status within an additional seven (7) calendar days, an additional \$25.00 fine will be charged. To place in comparable status a closed sale of a property which is not currently listed in the MLS, a completed Profile Sheet signed by the listing agent must be submitted.

If negotiations were carried on under Section 3 a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within seven (7) calendar days after occurrence and the listing broker shall report them to the MLS within seven (7) calendar days after receiving notice from the cooperating broker.

**Section 3.4. REPORTING RESOLUTION OF CONTINGENCIES:** The listing broker shall report to the multiple listing service within seven (7) calendar days that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.

**Section 3.5. ADVERTISING OF LISTING FILED WITH THE SERVICE:** A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

**Section 3.6. 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. If all releases have not been signed, the following statement shall be added to the Agent Notes: "Subject to a release of pending sale being signed." *(Amended 6/2004)*

**Section 3.7. RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:** The cooperating broker 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 written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

**Section 3.8. RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS:** The listing broker or his representative has the right to participation 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 lessor. However, if the purchaser or lessor 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.

## **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.

Only customer copies, no agent reports/copies can be disseminated to customers in any form. *(Amended 9/2009)*

**Section 4.1. "FOR SALE" SIGNS:** If any "For Sale" sign is placed on the listed property, then, at a minimum, the Listing Broker's sign must be included on the property. Violation shall be \$25. After 10 days, if the violation still exists then the fine shall be \$100. *(Adopted 07/14)*

**Section 4.2. "SOLD" SIGNS:** Prior to closing, only the "Sold" sign of the listing broker may be placed on the property unless the listing broker authorizes the selling broker to post such sign. After closing the selling broker may place his sign on listings. *(Amended 4/1996)*

**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 1: This Section is to be constructed 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 listing under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

**Section 4.4. USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE:** No MLS participant, subscriber, or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. *(Adopted 11/07) (Adopted 10/2016)*

**Section 4.5. PRE-CONDITIONS:** A pre-condition requiring, but not limited to pre-qualification, mortgage, title, insurance, etc. from a specific company shall not be allowed in Public Remarks. *(Adopted 9/2009)*

**Section 4.6. NOT ALLOWING A LISTING TO BE SHOWN:** A listing can only be on the market for 7 calendar days without allowing to be shown. If the listing is on the market longer than 7 calendar days without allowing to be shown, then a fine of \$100 will be assessed. *(Adopted 06/2014)*

**Section 4.7. PERSONAL INFORMATION IN PUBLIC REMARKS AND DIRECTIONS:** No personal agent or office information; i.e., such as name, phone numbers, email addresses or websites, may be placed in the "Public Remarks" or "Directions" spaces.

**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 11/1998)*

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 11/1996)*

\* 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 11/1995)*
3. It is the obligation of the listing broker to compensate the selling broker according to the specific commission (percentage or dollar value) that is indicated in the commission split fields within the MLS listing information. Commission may not be addressed in any other manner or location within the MLS listing.

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 non-agency capacities defined by law), which may be the same or different. *(Amended 11/1996)*

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 sale price or as a flat dollar amount. *(Amended 11/1995)*

**Note 1:** The association Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his 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 4/1992)*

**Note 3:** The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-Participants. 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 5/2008)

**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.

**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 5/2009)

**Section 5.0.1. NOTICE OF POTENTIAL SHORT SALE:** Participants may, but are not required to, disclose potential short sales to other participants and subscribers. 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.

Any required third party approval of advertised price must be disclosed in Public Remarks. (Adopted 8/2014)

**Section 5.1. PARTICIPANT AS PRINCIPAL:** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

**Section 5.2. PARTICIPANT AS PURCHASER:** If a Participant or any licensee (or licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

**Section 5.3. DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the 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.

## **SERVICE CHARGES**

**Section 6. SERVICE FEES AND CHARGES:** The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

- (a) **Recurring Membership Participation Fee:** The membership participation fee of each Participant shall be an amount established by the Board of Directors times each salesperson who has access to and use of the Service, whether licensed as a broker, salesperson, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made on or before the first day of the month.

- (b) Non-REALTOR Member Differential Fee: An annual non-refundable MLS Differential Fee, as set by the Board of Directors, will be charged to MLS Participants who are not REALTORS based on the number of active licensees affiliated with such Participant. This fee is due and payable on January 1<sup>st</sup> of each year. If such Participant joins the MLS after January 1, the MLS Differential fee will be prorated quarterly and shall be due and payable upon acceptance of Participant's Membership in the MLS.
- (c) Application Fee for non-REALTOR Members: An Application Fee, as set by the Board of Directors, shall be charged to Non-REALTOR applicants for MLS Membership and shall be submitted with Application for Membership.

## **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.

Note: 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 05/2014*) **M**

### **Section 7.0.1. COMPLIANCE WITH RULES - THE FOLLOWING ACTION MAY BE TAKEN FOR NONCOMPLIANCE WITH THE RULES:**

- a. All charges and fees for any month are due and payable, in advance, on the 1<sup>st</sup> day of each month. A late charge of 1 ½% shall be applied to the unpaid balance on any account not paid in full by the 30<sup>th</sup> day of the month.
- b. When a Participant's or Affiliate's account is unpaid 15 days past the due date, a notice will be placed on their next billing. Failure to pay any charges or fees within 45 days of the date they become due and payable shall make such charges and fees delinquent and shall result in automatic termination of the Participant's or Affiliate's membership in the Service until all charges and fees are paid in full. Payment of a reinstatement fee of \$50.00 shall be required to reinstate a Participant's membership so terminated. (*Amended 6/2004*)
- c. For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.
- d. Generally, warning, censure, and the imposition of a moderate fine is 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.

- e. Any violation of or failure to comply with Section 1.2 concerning “non-active” status may be referred to the Grievance Committee of the Mobile Area Association of REALTORS for hearing pursuant to its Professional Standards Policy, and if a violation is determined, a fine of up to \$500 may be imposed in addition to automatic reinstatement of the licensee to “active” status for a minimum of the past twelve (12) months including appropriate charges. *(Revised 05/2014)*

**Section 7.1. SECURITY OF INTERNET BASED MLS:** With our new Internet based MLS system, an agent may access the system through any computer. To avoid security risks and maintain the integrity of our MLS, the following fines will be placed on any agent or broker who gives their private ID (password) and/or access to any other person:

Fines for an MLS Member sharing their Private ID and/or access to the MLS:

First Offense:	\$1,000.00	Fine to Agent’s Broker
	\$2,000.00	Fine to Agent
	Six (6) Month agent suspension from MLS.	

Second Offense: To be determined on each case by the Board of Directors. *(Amended 1/2007)*

**Section 7.2.** Any violation of the Lockbox Keyholder Agreement, to include lending the key to any non-member person or sharing a 1-day code with a member of the public, will result in sanction and an automatic fine of a minimum of \$2,500 to the agent and/or the broker. Broker discretion is authorized to lend the Broker’s Key in an emergency situation and may be lent to that Broker’s licensed MLS Member Agent on a case by case basis. *(Adopted 2/2007)(Amended 1/2017) (Amended 9/2018)*

**Section 7.3** Affiliate Home Inspectors who are members of the Mobile Area Association of Realtors may obtain a key per individual, to be used by that person only, and will be bound by the Lockbox Keyholder Agreement. *(Adopted 11/2014)(Amended 1/2017)*

## MEETINGS

**Section 8. MEETINGS:** The meetings of the Participants of the Service or the MLS Board of Directors of the Service for transaction of business of the Service shall be held in accordance with the provisions of Article 7, By-Laws of the Service.

## ENFORCEMENT OF RULES OR DISPUTES

**Section 9. CONSIDERATION OF ALLEGED VIOLATIONS:** The MLS Board of Directors shall give consideration to all written complaints having to do with a violation of the Rules and Regulations. The MLS Board of Directors may initiate an investigation and/or complaint on its own motion.

**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 violation of one or more of the provisions of Section 14 and 15 of the Rules and Regulations or Request for Arbitration, it may be administratively considered and determined by the MLS Board of Directors, and if a violation is determined, the MLS Board of Directors may direct the imposition of sanction, including a fine of up to \$15,000, provided that the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the By-Laws of the Association of REALTORS within twenty (20) days following receipt of the Directors’ decision. Alleged violations of Sections 14 and 15 of the Rules and Regulations shall be referred to the Association’s Grievance Committee for processing in accordance with the professional standards procedures of the Association.

**Section 9.2. COMPLAINTS ON PROFESSIONAL CONDUCT:** All other complaints on professional conduct shall be referred by the MLS Board of Directors to the Association of REALTORS for appropriate action in accordance with the usual procedure under terms of the By-Laws.

## CONFIDENTIALITY OF MLS INFORMATION

**Section 10. CONFIDENTIALITY OF MLS INFORMATION:** Any information provided by the Multiple Listing Service to the Participants or authorized Affiliate Member 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. Authorized Affiliate Members may use comparable information in the regular conduct of their business.

**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.

**Section 10.2. ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** Association Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with Association Members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise specified in these Rules and Regulations.

## OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

**Section 11.** By the act of submitting any property listing content to the MLS, the participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

**Section 11.1. OWNERSHIP:** All rights, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Mobile Area Association of REALTORS, and in the copyrights therein, shall at all times remain vested in the Mobile Area Association of REALTORS.

**Section 11.2. LEASE OF MLS COMPILATIONS:** Each Participant shall be entitled to lease from the Service 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 Association. Participants shall acquire by such lease only the right to use the MLS Compilations in accordance with these rules. The term MLS Compilations, 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 data base, card file or any other format whatsoever.

## USE OF COPYRIGHTED MLS COMPILATIONS

**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 persons 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 a 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 by or published by a Multiple Listing Service where access to such information is prohibited by law. Authorized Affiliates shall also maintain control and responsibility for any Comparable data they receive.

**Section 12.1. DISPLAY:** Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Compilations 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 Compilations.

**Section 12.2. REPRODUCTION:** Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. *(Amended 05/2014)*

## **USE OF MLS INFORMATION**

**Section 13. LIMITATION ON USE OF MLS INFORMATION:** Use of information from MLS compilation of current listing information, from the Association's "Statistical Report," or from any "Sold" or "Comparable" report of the Association or MLS for public mass media advertising by an MLS Participant or in other public representations may not be prohibited.

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 Gulf Coast Multiple Listing Service for the period (date) through (date)." *(Amended 11/93)*

## **ARBITRATION OF DISPUTES**

**Section 14. ARBITRATION OF FINANCIAL DISPUTES:** By becoming and remaining a Participant in the MLS, each Participant agrees to arbitrate disputes, subject to state law, involving contractual issues and questions and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS participants in different firms arising out of their relationships as MLS Participants subject to the following qualifications:

- (a) If all disputants are members of the same Association of REALTORS, or have their principal place of business within the same Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Association of REALTORS.
- (b) If the disputants are members of different Associations of REALTORS, or if their principal place of business is located within the territorial jurisdiction of different Associations of REALTORS, they

remain obligated to arbitrate in accordance with the procedures of the Alabama Association of REALTORS.

Interboard Arbitration Procedures. In instances where the State Association does not provide arbitration services, arbitration shall be conducted in accordance with any existing Interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the National Association of REALTORS. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Association of REALTORS.

## **STANDARDS OF CONDUCT FOR MLS PARTICIPANTS**

**Section 15.1.** MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with clients.

**Section 15.2.** Signs giving notices of property for sale, rent, lease or exchange shall not be placed on property without consent of the seller/landlord.

**Section 15.3.** MLS Participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.

**Section 15.4.** MLS Participants shall not solicit a listing which is currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the MLS Participant may contact the owner to secure such information and may discuss the terms upon which the MLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

**Section 15.5.** MLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.

**Section 15.6.** MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.

**Section 15.7.** The fact that an agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement.

**Section 15.8. RETAINMENT:** The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business.

**Section 15.9.** MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.

**Section 15.10.** When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such discussion, they may discuss the terms upon which they might enter into a future agreement or alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

**Section 15.11.** In cooperative transactions, MLS Participants shall compensate cooperating MLS Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MLS Participants without the prior express knowledge and consent of the cooperating broker.

**Section 15.12.** MLS Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS Participant. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed “general” for purposes of this rule.

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, “for sale” or “for rent” signs, or other sources of information intended to foster cooperation with MLS Participants.

**Section 15.13.** MLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

**Section 15.14.** MLS Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord’s representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord’s representative or broker not later than execution of a purchase or lease.

**Section 15.15.** On unlisted property, MLS Participants acting as buyer/tenant representative or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

MLS Participants shall make any request for anticipated compensation from the seller/landlord at first contact.

**Section 15.16.** MLS Participants, acting as representatives or brokers of seller/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practical, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

**Section 15.17.** MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide or entering into a contract to provide a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers’ exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made.

**Section 15.18.** MLS Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker’s offer of compensation to subagents or buyer/tenant representatives or brokers nor make the submission of an executed offer to purchase/lease contingent on the listing broker’s agreement to modify the offer of compensation.

**Section 15.19.** All dealings concerning property exclusively listed, or with buyers/tenants who are subject to an exclusive agreement shall be carried on with the client’s representative or broker, and not with the client, except with the consent of the client’s representative or broker or except where such dealings are initiated by the client.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS Participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects’ exclusive representatives or at the direction of prospects.

**Section 15.20.** Participants, users and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements. (*Adopted 1/1998, Amended 1/2010*)

**Section 15.21.** These rules are not intended to prohibit ethical albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS Participants involving commission, fees, compensation or other forms of payment or expenses.

**Section 15.22.** MLS Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses or their business practices.

**Section 15.23.** MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.

**Section 15.24.** MLS participants shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and participants may not:

- (a) engage in deceptive or unauthorized framing of real estate brokerage websites;
- (b) manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
- (c) deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.

**Section 15.25.** The services which MLS participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (*Adopted 11/2009*)

## **ORIENTATION**

**Section 16. ORIENTATION PROGRAM:** Any applicant for MLS participation and any licensee affiliated with an MLS Participant who desires access to MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and Regulations and the operation of the MLS within four (4) months after access has been provided.

## **CHANGE IN RULES AND REGULATIONS**

**Section 17. CHANGES IN RULES AND REGULATIONS:** Amendments to the Rules and Regulations of the Service shall be by consideration and recommendation with final approval provided by the Board of Directors of the Multiple Listing Service.

## **IDX RULES**

**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 listings. **M** (*Amended 5/2012*) (*Amended 5/2017*)

**Section 18.1. Authorization:** Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (*Amended 5/2012*) (*Amended 05/2017*)



**Section 18.2. Participation:** Participation in IDX is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants. *(Amended 11/2009)*

**Section 18.2.1.** Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Amended 5/2012)*

**Section 18.2.2.** MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. *(Amended 5/2012)*

**Section 18.2.3.** Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. **M** *(Amended 5/2012) (Amended 05/2017)*

**Section 18.2.4.** Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each Participant. **M** *(Amended 11/2006) (Amended 05/2017)*

**Section 18.2.5.** Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. *(Amended 5/2012) (Amended 11/2014)*

**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 5/2012)*

**Section 18.2.7.** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. *(Amended 5/2012)*

**Section 18.2.8.** Any IDX display controlled by a participant or subscriber that

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

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

either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by 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. *(Amended 5/2012)*

**Section 18.2.9.** Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Amended 5/2012)*

**Section 18.2.10.** An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays

are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/2014)*

**Section 18.2.11.** Participants shall not modify or manipulate information relating to other participants’ listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. **M** *(Adopted 6/2017)*

**Section 18.2.12.** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 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. **M** *(Amended 5/2017)*

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

**Section 18.3.1.** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites. *(Amended 05/2012)*

In accordance with IDX guidelines, inclusion of any Broker or agent identity on virtual tours posted on public MLS websites is strictly prohibited. *(Amended 3/2005)*

**Section 18.3.1.1.** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. *(Amended 5/2012)*

**Section 18.3.2** *Deleted (6/2017)*

**Section 18.3.3.** *Deleted (5/2017)(Moved to 18.2.12 May 2017)*

**Section 18.3.4.** All listings displayed pursuant to IDX shall identify the listing agent.

**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.

**Section 18.3.6.** *Deleted (11/2006).*

**Section 18.3.7.** All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. *(Amended 5/2012)*

**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. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. *(Amended 5/2012)*

**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 11/2017)*

**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. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. *(Amended 5/2012) (Amended 11/2014)*

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 11/2014)*

**Section 18.3.12.** Display of expired, withdrawn and sold listings is prohibited. *(Amended 11/2009) (Amended 11/2015)*

**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.

**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 5/2012)*

**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 5/2012)*

**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 by the Board of Directors. *(Amended 5/2005)*

**Section 18.5.** The Gulf Coast Multiple Listing Service, Inc. establishes penalties/fines for violations of IDX Rules by Participants and/or the Participants' Consultant. Participants are responsible for the actions of their Consultants.

**Level 1** – Warning notification to Broker Participant and Consultant if site not brought into compliance within ten business days, a fine of \$25 per day retroactive will be incurred, with a maximum of \$250.

**Level 2** – Same or similar infraction(s) start at Level 2. Correct within five business days and automatic fine of \$250.

**Level 3** – Third infraction starts at Level 3. Correct within five business days and automatic fine of \$500.

**Level 4** – Access to Framing or Downloading Immediately Discontinued by MLS and/or Access to MLS terminated.

It shall be the sole discretion of the MLS Board of Directors to discontinue access to Framing, Downloading and/or MLS immediately, without notice in the event of any egregious or serious violations of these rules pending further investigation by the Board of Directors.

## **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.
- b. As used in Section 19 of these rules, the term “participant” includes a participant’s affiliated non-principal brokers and sales licensees—except when the term is used in the phrases “participant’s consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant.
- c. “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant’s supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- d. As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

## **Section 19.2**

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

## **Section 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.
- 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.

- c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
  - i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
  - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
  - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
  - iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
  - v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

#### **Section 19.4**

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

#### **Section 19.5**

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

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

### **Seller Opt-out Form**

1. Check one.

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

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

\_\_\_\_\_  
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.

#### **Section 19.7**

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

- i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

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

#### **Section 19.8**

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

#### **Section 19.9**

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

#### **Section 19.10**

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

#### **Section 19.11**

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

#### **Section 19.12**

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

#### **Section 19.13**

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

#### **Section 19.14**

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

#### **Section 19.15**

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

- a) Expired and withdrawn listings
- b) The compensation offered to other MLS participants
- c) The type of listing agreement, ie, exclusive right-to-sell or exclusive agency
- d) The seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e) Instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of listed property
- f) Sold information

#### **Section 19.16**

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

#### **Section 19.17**

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

#### **Section 19.18**

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

#### **Section 19.19**

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

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

**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 90 days.

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

**Section 19.21**

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

**Section 19.22**

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

**Section 19.23**

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. (*Adopted 8/2014*)