



CAPITAL AREA REALTORS®  
EGYPTIAN BOARD OF REALTORS®  
PEORIA AREA ASSOCIATION OF REALTORS®  
QUAD CITY AREA REALTORS®

# **RULES & REGULATIONS**

**(Effective January 1, 2023)**



# TABLE OF CONTENT

<b>Definitions .....</b>	<b>7-9</b>
<b>Waiver of Liability Against the RMLS for Accuracy of Information.....</b>	<b>9</b>
<b>SECTION 1 - LISTING PROCEDURES.....</b>	<b>10-31</b>
Section 1.01 - Clear Cooperation.....	12
Section 1.1 - Types of Properties.....	12-15
Section 1.1.1 - Listing Subject to Rules and Regulations of the Service.....	15
Section 1.2 - Detail on Listings Filed with the Service .....	15
Section 1.2.0 - Accuracy of Listing Data .....	16
Section 1.3 - Exempt Listings .....	16
Section 1.4 - Change of Status of Listing .....	16
Section 1.5 - Withdrawal of Listing Prior to Expiration.....	16
Section 1.6 - Listing Price Specified .....	16
Section 1.7 - Listing Multiple Unit Properties .....	17
Section 1.8 - Listing Input Detail Requirements.....	17-28
Section 1.9 - No Control of Commission Rates or Fees Charged to Participants .....	28
Section 1.10 - Expiration of Listings.....	29
Section 1.11 - Late Listings.....	29
Section 1.12 - Termination Date on Listings.....	29
Section 1.13 - Service Area .....	29
Section 1.14 - Listing of Suspended Participants .....	29-30
Section 1.15 - Listing of Expelled Participants.....	30
Section 1.16 - Listing of Resigned Participants .....	30
Section 1.17 - Reciprocal Viewing Privileges .....	30-31
Section 1.18 - Property Addresses .....	31
<b>SECTION 2 - SELLING PROCEDURES .....</b>	<b>31-35</b>
Section 2 - Showings and Negotiations .....	31
Section 2.1 - Presentation of Offers.....	31
Section 2.2 - Submission of Written Offers .....	31-32

Section 2.3 - Right of Cooperating Broker in Presentation of Offer .....	32
Section 2.4 - Right of Listing Broker in Presentation of Counter-offer .....	32-33
Section 2.5 - Reporting Sales to the Service .....	33-34
Section 2.6 - Reporting Resolution of Contingencies .....	34
Section 2.7 - Advertising of Listings Filed with the Service .....	34
Section 2.8 - Reporting Cancellation of Pending Sale .....	34
Section 2.9 - Disclosing the Existence of Offers .....	34
Section 2.10 - Availability of Listed Property .....	35
<b>SECTION 3 - REFUSAL TO SELL .....</b>	<b>35</b>
<b>SECTION 4 - PROHIBITIONS .....</b>	<b>35-37</b>
Section 4 - Information for Participants Only .....	35
Section 4.1 - For Sale Signs .....	35
Section 4.2 - Sold Signs.....	35
Section 4.3 - Solicitation of Listing Filed with the Service.....	35-36
Section 4.4 - Use of the Terms MLS and Multiple Listing Service.....	36
Section 4.6 - Manipulation of Data.....	36
Section 4.7 - Listing Re-Entry Procedures.....	36
Section 4.8 - Removal of Data .....	37
Section 4.9 - Violation of Another Broker's Copyright.....	37
Section 4.10 - Services Advertised as "Free" .....	37
<b>SECTION 5 - DIVISION OF COMMISSIONS.....</b>	<b>37-42</b>
Section 5 - Compensation Specified on Each Listing.....	37-40
Section 5.0.1 - Disclosing Potential Short Sales .....	40-41
Section 5.1 - Participant as Principal.....	41
Section 5.2 - Participant as Purchaser .....	41
Section 5.3 - Dual or Variable Rate Commission Arrangements .....	41
Section 5.4 - Display of Listing Broker's Offer of Compensation.....	42
<b>SECTION 6 - SERVICE FEES AND CHARGES .....</b>	<b>42-43</b>
<b>SECTION 7 - COMPLIANCE WITH RULES.....</b>	<b>43-45</b>
Section 7 - Compliance With Rules - Authority to Impose Discipline .....	43-44
Section 7.1 - Compliance With Rules.....	44-45

Section 7.2 - Applicability of Rules to Users and/or Subscribers .....	45
<b>SECTION 8 - MEETINGS.....</b>	<b>45</b>
<b>SECTION 9 - ENFORCEMENT OF RULES OR DISPUTES.....</b>	<b>45-47</b>
Section 9 - Considerations of Alleged Violations.....	45
Section 9.1 - Violations of Rules and Regulations .....	46
Section 9.2 - Complaints of Unethical Conduct.....	46
Section 9.3 - Complaints of Unauthorized Use of Listing Content .....	46-47
Section 9.4 - MLS Rules Violations .....	47
<b>SECTION 10 - CONFIDENTIALITY OF MLS INFORMATION.....</b>	<b>47-48</b>
Section 10.1 - MLS Responsibility for Accuracy of Information.....	48
<b>SECTION 11 - OWNERSHIP OF MLS COMPILATION AND COPYRIGHT.....</b>	<b>48-50</b>
Section 11 - Ownership of MLS Compilation.....	48-50
Section 11.1 - RMLS Copyrights .....	50
Section 11.2 - Display.....	50
<b>SECTION 12 - USE OF COPYRIGHTED MLS COMPILATION.....</b>	<b>51-53</b>
Section 12 - Distribution .....	51
Section 12.1 - Display.....	51
Section 12.2 - Reproduction .....	51-53
<b>SECTION 13 - USE OF MLS INFORMATION .....</b>	<b>53-54</b>
Section 13 - Limitations on Use of MLS Information.....	53-54
<b>SECTION 14 - CHANGES IN RULES AND REGULATIONS .....</b>	<b>54</b>
<b>SECTION 15 - UNAUTHORIZED MLS ACCESS .....</b>	<b>54</b>
<b>SECTION 16 – ORIENTATION.....</b>	<b>54-55</b>
<b>SECTION 17 - INTERNET DATA EXCHANGE (IDX) .....</b>	<b>55-62</b>
Section 17 - IDX Defined.....	55
Section 17.1 - Authorization .....	55
Section 17.2 - Participation .....	56
Section 17.2.1 ( <i>MLS Compliance</i> ) .....	56
Section 17.2.2 ( <i>Use of Data</i> ).....	56
Section 17.2.3 ( <i>Property Address</i> ).....	56
Section 17.2.4 ( <i>Select Listings</i> ).....	56

Section 17.2.5 ( <i>Data Refresh</i> ).....	56
Section 17.2.6 ( <i>Unauthorized Use</i> ).....	57
Section 17.2.7 ( <i>Broker Name</i> ).....	57
Section 17.2.8 ( <i>Third-Party Comments</i> ) .....	57
Section 17.2.9 ( <i>Data Accuracy</i> ) .....	57-58
Section 17.2.10 ( <i>Commingling Listing</i> ) .....	58
Section 17.2.11 ( <i>Listing Content</i> ).....	58
Section 17.2.12 ( <i>Listing Firm</i> ) .....	58
Section 17.3 - Display .....	59
Section 17.3.1 ( <i>Approved Fields</i> ).....	59
Section 17.3.1.1 ( <i>Listing Type</i> ) .....	59
Section 17.3.2 ( <i>Listing Agent</i> ).....	59
Section 17.3.3 ( <i>Non-Principal Licensees</i> ).....	59
Section 17.3.4 ( <i>Data Source</i> ).....	59
Section 17.3.5 ( <i>Disclaimer</i> ).....	60
Section 17.3.6 ( <i>Participatory Rights</i> ) .....	60
Section 17.3.7 ( <i>Comingling Listings</i> ) .....	60-61
Section 17.3.8 ( <i>Restricted Listings</i> ) .....	61
Section 17.3.9 ( <i>Seller's Information</i> ).....	61
Section 17.3.10 ( <i>Security</i> ).....	61
Section 17.3.11 ( <i>Audit Trail</i> ).....	61
Section 17.3.12 ( <i>Deceptive or Misleading Advertising</i> ) .....	61-62
Section 17.4 - Service Fees and Charges .....	62
<b>SECTION 18 - VIRTUAL OFFICE WEBSITES (VOWS) .....</b>	<b>62-70</b>
Section 18.1 - VOW Defined .....	62-63
Section 18.2 - ( <i>Participation</i> ).....	63
Section 18.3 - ( <i>Broker-Consumer Relationship</i> ) .....	63-65
Section 18.4 - ( <i>Contact Information</i> ).....	65
Section 18.5 - ( <i>Unauthorized Use</i> ).....	65
Section 18.6 - ( <i>Unauthorized Display</i> ) .....	65-66
Section 18.7 - ( <i>Third-Party Comments</i> ) .....	66-67

Section 18.8 - ( <i>Data Accuracy</i> ) .....	67
Section 18.9 - ( <i>Data Refresh</i> ) .....	67
Section 18.10 - ( <i>Unauthorized Use</i> ).....	67
Section 18.11 - ( <i>Privacy Policy</i> ) .....	67
Section 18.12 - ( <i>Select Listings</i> ) .....	67
Section 18.13 - ( <i>MLS Compliance</i> ) .....	67-68
Section 18.14 - ( <i>Multiple Vows</i> ) .....	68
Section 18.15 - ( <i>Restricted Listings</i> ) .....	68
Section 18.16 - ( <i>Listing Content</i> ).....	68
Section 18.17 - ( <i>Disclaimer</i> ) .....	68-69
Section 18.18 - ( <i>Listing Firm &amp; Broker</i> ) .....	69
Section 18.19 - ( <i>Co-Branding</i> ) .....	69
Section 18.20 - ( <i>Source</i> ) .....	69
Section 18.21 - ( <i>Comingling Listings</i> ) .....	69
Section 18.22 - ( <i>License Agreement</i> ) .....	69
Section 18.23 - ( <i>Seller's Request</i> ) .....	70
<b>APPENDIX A – COMPLIANCE .....</b>	<b>71-74</b>
<b>APPENDIX B – RMLS SERVICE AREA .....</b>	<b>75</b>





## Definitions

As used herein, each of the terms set forth below shall have the respective meaning set forth after each such term:

**“Agent Remarks”** are those remarks associated with a listing containing information that is only intended for other MLS Participants and subscribers.

**“Associated Documents”** means those attachments (e.g., jpg, png, pdf, etc.) that are uploaded to the multiple listing service and associated with a specific listing and made available for viewing by one or more parties. These attachments could include disclosures, floor plans or other supplemental information pertinent to the property.

**“Association”** when used alone means any Association/Board of REALTORS® including an Association which is a current shareholder of the RMLS Alliance, LLC.

**“Code of Ethics”** means the code of ethics of the National Association of REALTORS®.

**“Committee”** means the MLS Committee of an Association/Board

**“Council”** means the Council of the RMLS Alliance, LLC

**“Data Input/Property Sheet”** means the form designated from time-to-time to provide information relating to a listed property for MLS entry. Each property type utilizes a distinct Data Input Sheet, unless otherwise noted.

**“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.

**“MLS”** refers to the multiple listing service information system operated by the RMLS.

**“MLS Provider”** means a shareholder association providing MLS services. Each MLS Provider shall comply with the written MLS Provider Services and Responsibilities Policy as adopted by the Council and as amended from time to time, including providing of minimum training requirements.

**“Other Participant”** means a Participant, other than the listing Participant, who is working with a prospective buyer(s) or tenant(s) of listed property as a buyer or tenant agent or in any other agency or non-agency capacities as defined by law.

**“Participant”** means an eligible Designated REALTOR® Member of an Association of REALTORS® who satisfies the requirements of Section III of these rules.

**“Property Data Form”** means a form or online display for each of the various property types allowed in the MLS indicating optional and required information to be provided for that listing.

**“Public Remarks”** are those remarks associated with a listing containing information that is intended for other MLS Participants and subscribers as well as clients and consumers.

**“RMLS”** means the RMLS Alliance, LLC

**“RMLS Change Form”** means a form provided by the RMLS to be executed by the seller/lessor and listing broker for the purpose of authorizing MLS changes to their listing.

**“Rules”** means these rules and regulations of the RMLS, as amended from time to time.

**“Subscriber”** (or “user of the MLS”) means an individual who is either (i) a non-principal broker, sales associate, or (ii) a licensed or certified appraiser affiliated with a Participant. Subscriber includes each licensed person, whether licensed as a broker or as a salesperson, including a licensed or certified appraiser, who is employed by or affiliated with a Participant as an employee, or as an independent contractor.

**“Virtual Staging”** is defined as using a photo editing software to create a photo or conceptual rendering of what the interior room(s) and/or interior of the property could look like, if it was staged or lived in.

#### **WAIVER OF LIABILITY AGAINST THE RMLS FOR ACCURACY OF INFORMATION**

The RMLS is not responsible for accuracy of information. The information published and disseminated by the MLS is communicated verbatim, without change, by the MLS, as filed with the MLS or as entered directly into the MLS database by the Participant. The MLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the RMLS harmless against any and all claims, demands, damages, losses, or costs that the RMLS or its member associations incur arising from any inaccuracy or inadequacy of the information such Participant provides. Any Participant that relies on the MLS for entering information into the MLS database shall bear the responsibility for ensuring that the information is entered correctly, and the MLS and its member associations shall have no liability for any error or omission of the MLS in entering such information into the MLS database. Each Participant waives any and all claim of liability that said Participant may have against the RMLS and its member associations arising out of errors made by the MLS in entering data on behalf of the Participant, and Participant shall hold the MLS and harmless from and against any claims, demands, damages or costs incurred by the MLS or its member associations arising out The RMLS of such errors or omissions.

## **SECTION 1 - LISTING PROCEDURES**

Listings of real or personal property of the following types, that include an accurate recorded legal description or parcel number, which are listed subject to a real estate broker's license, and are located within the service area of the multiple listing service (see Appendix B), and are taken by participants (includes all listings taken by Participant's appointed or designated agents) on an exclusive-right-to-sell listing or exclusive agency basis are required to be entered into the multiple listing service within two (2) business days, (excluding weekends and federal holidays) after all necessary signatures of seller(s) have been obtained (see Clear Cooperation 1.01 for the exception to this time period): (Amended 11/01)

- a. single family homes for sale or exchange
- b. vacant lots and acreage for sale or exchange
- c. two-family, three-family, and four-family residential buildings for sale or exchange
- d. Others as may be determined by the local association
  - i) PAAR – Commercial/ CIE
  - ii) QCAR – CIE

**Failure to submit a listing within the time-frame outlined herein will result in a fine per transaction as outlined in the schedule of fines attached as Appendix A.**

**Note:** Exclusive Right to Sell or Exclusive Agency contracts for the purpose of a One Time Showing as outlined in Section 1.8, 1 - 22 are exempt from this time period.

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

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

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

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

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

The different types of listing agreements include:

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

The service does not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. (Amended 04/92)

The **exclusive right-to-sell** listing is the conventional form of listing submitted to the multiple listing service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. (Amended 04/92)

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring

cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations. (Amended 04/92)

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

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

## **Section 1.01 - Clear Cooperation**

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

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

## **Section 1.1 - Types of Properties**

Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service at the participant's option

provided, however, that any listing submitted is entered into within the scope of the participant's licensure as a real estate broker: (Amended 11/91)

- single family and attached single family
- lots, acres, farms
- multi-family (2+ units)
- rental
- manufactured/mobile without land (except where prohibited by state law)
- commercial

### **Auction Listings.**

Auction listings must be taken by the Participant as Exclusive Right to Sell or Exclusive Agency and meet all other listing requirements established in the Rules. Buyers of Auction Listings who participate or subscribe to the RMLS may not be excluded from blanket offers of compensation. (Amended 01/23)

In the case of an auction property, it is understood that the "seller reserves right to reject any bid". Auction properties with a minimum bid shall input minimum bid as listing price, otherwise listing price must be zero. All other auction details shall be disclosed in the Public Remarks. The remarks section of the listing must include consideration for a reserve or absolute sale. Sales of auction properties shall be reported to the MLS by the Participant as a closed sale within 2 days (excluding weekends and federal holidays) following the sale of the property. When reporting an auction sale to the MLS, the auction property is to have the same list price and sale price and the days on market (DOM) should be calculated as one (1). The MLS will make DOM adjustments to the listing based on receipt of the RMLS Change Form.

Other requirements:

- A banner stating "Auction" must be placed on the primary photo.
- Bank-owned listings in Auction status must comply with the seller's instructions.

(Amended 01/23)

The listing company must indicate in the remarks:

- Public Remarks shall begin with the words, "Auction listing" (Amended 01/23)
- Auction date

- Whether the sale is Reserved (i.e., a minimum price is set that the seller is willing to accept for a property to be sold at auction. Seller or seller's agent reserves the right to accept or decline any and all bids.) or Absolute (property is sold to the highest qualified bidder with no limiting conditions or amount).
- The disclaimer indicating "Property will bring what market bears."
- The requirement that the property be available to show at inception does not extend to auction listings, however, the Participant shall note in the remarks whether the property is available to show and whether the seller will accept pre-auction offers.
- If a buyer's premium is to be charged by the auctioneer, then that amount must be disclosed in the remarks.

### **New Construction Listings.**

In the case of To Be Built, New Construction and Under Construction (i.e., residential and condo/zero-lot- line/townhouse) listings, the list price must include a lot.

- **Under Construction** listing must indicate the construction status.
- **New Construction** listing shall be considered as "new" only if the property is newly constructed residential real property that has never been occupied.
- **To Be Built** shall display a banner across all photo/images stating, "To Be Built". Once a "to be built" property is under roof the status shall be changed to Under Construction.
- **All Under Construction** properties must have a photo/image of some type, which is representative of the actual property described in the property data, except where sellers expressly direct the broker in writing that photographs of their property are not to appear in MLS compilations.

### **Listings of "Over-55 Properties".**

Any listing otherwise eligible for dissemination in the MLS that is located within a community that is "qualified housing for older persons" under the Fair Housing Act and may thus lawfully limit occupancy to such older persons (an "over- 55 community") shall indicate by checking the appropriate box on the data form and include a statement specifically disclosing such restriction in the Public Remarks section of the property listing. Before such a listing is input into the MLS, the listing Participant shall secure a written representation from the seller of the over-55 community's management company or its legal counsel that any restriction on the age of the occupants of the property otherwise eligible for dissemination in the MLS, is located within a community that is "qualified housing for older



persons” under the Fair Housing Act and may thus lawfully limit occupancy to such older persons (an “over-55 community”) and shall include a statement specifically authorizing the disclosure of such restriction in the Public Remarks section of the property listing. Further, that any restriction on the age of the occupants of the property does not violate any federal, state, or local law. The listing Participant’s submission of a listing to the MLS that is subject to a restriction on the age of the occupants of the property shall constitute the listing Participant’s commitment to defend, indemnify and hold harmless the MLS against any claim that the MLS, by including such remarks, has violated any local, state, or federal law that prohibits discrimination against families with children on the basis of age.

**Note:** Per the federal Fair Housing Act, a dwelling or community is “qualified housing for older persons” if:

- a. HUD has determined that it is specifically designed for and occupied by elderly persons under a federal, state, or local government program; or
- b. It is occupied solely by persons who are 62 or older; or
- c. It houses at least one person who is 55 or older in at least 80 percent of the occupied units and adheres to a policy that demonstrates intent to house persons who are 55 or older.”

### **Section 1.1.1 - Listing Subject to Rules and Regulations of the Service**

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

### **Section 1.2 - Detail on Listings Filed with the Service**

All listings submitted to MLS shall carry the required detail and information as prescribed on the particular profile sheet and listing contract as directed by the MLS Committee. All pertinent, relevant, and applicable information must be entered to best describe all properties including properties entered in the MLS system as a one-time show. Any Disclosures, **required by state or federal law**, must be uploaded into the Associated Document section of the MLS system at the time of entering active listings including: Real Property Disclosure, Lead Based Paint and Radon Disclosures. The requirement for these disclosures is waived for One Time Show and FSBO reported sales. **Incomplete Listings are considered “Late” and will be result in a fine per transaction as outlined in the schedule of fines attached as Appendix A.** (Amended 01/23)

## **Section 1.2.0 - Accuracy of Listing Data**

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

## **Section 1.3 - Exempt Listings**

If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service. (Refer to Section 1.8-13 FNOE)

## **Section 1.4 - Change of Status of Listing**

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within 2 days (excepting weekends and federal holidays) after the authorized change is received by the listing broker. **Failure to comply is subject to penalty as outlined in the schedule of fines attached as Appendix A.**

## **Section 1.5 - Withdrawal of Listing Prior to Expiration**

Listings of property may be withdrawn from the multiple listing service by the listing participants before the expiration date of the listing agreement.

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

## **Section 1.6 - Listing Price Specified**

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction or is for rent/lease. (Auction Listings – Section 1.1)

## **Section 1.7 - Listing Multiple Unit Properties**

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

## **Section 1.8 - Listing Input Detail Requirements**

### **1. Written Documentation.**

Listing brokers (Participants) and licensees associated with Participants filing listings with the MLS shall have a written listing agreement with all necessary signatures in their possession. Only listings that create an exclusive relationship between the seller and the listing broker are eligible for submission to the MLS except for one-time showing agreements that result in a sale and are submitted solely for the purpose of providing comparable sales information. By submitting a listing to the MLS, listing brokers (Participants) and licensees associated with such Participants represent that they have in their possession such written agreements establishing agency or other exclusive relationship and the represented type of listing agreement. The MLS shall have the right to demand a copy of such written listing agreements and verify the listing's existence and adequacy at any time. For the protection of the seller, the listing agent should verify that property they are listing is not currently listed in the MLS, by their firm or another firm. The MLS shall also have the right to demand a copy of seller's written authorization required under these rules. If the Participant fails to provide documentation requested by the MLS within twenty-four (24) hours (excluding weekends and federal holidays), the MLS shall have the right to immediately withdraw any listings in addition to disciplining the Participant for a violation of MLS Rules.

### **2. Completeness.**

All listings submitted to MLS shall be complete in every detail which is ascertainable as specified as required fields as prescribed on the particular Data Profile Sheet and listing contract as directed by the Council. All pertinent, relevant, and applicable information must be entered to best describe all properties entered into the MLS – including properties added to the system via a one-time showing agreement. Listings that contain missing or inaccurate information may be subject to a fine as outlined in the schedule of fines attached as Appendix A.

### **3. Descriptions of Property**

Only information pertinent to the description of the property listed will be permitted to be displayed in any field of the MLS. Any contact information, personal marketing, third party marketing or specific naming of any brokerage, lender, title company, bank or other affiliated service provider may only be displayed in the Agent Remarks field and shall not be displayed in the Public Remarks field. The Public Remarks field in the MLS is to be used for commenting on the property itself. Remarks of a promotional nature are strictly prohibited in the Public Remarks. Public Remarks may only describe incentives provided by the seller to the buyer, specifically related to the property with specific purpose and must be in compliance with HUD regulations and guidelines. Incentives may not include any reference to a third party. Any remarks that refer to submitting offers or qualifications for purchasing the property must be in Agent Remarks with the exception of those offers made through the HUD foreclosure property website per the pertinent state law. Any contact or personal marketing information is not to be displayed in Associated Document section of the listing. Specific naming of any brokerage, lender, title company, bank or other affiliated service provider is not permitted to be displayed in Associated Documents with the exception of documents required for the transaction.

### **4. Physical Depictions of Property.**

Any physical depiction of a listed property, including, but not limited to photographs, digital images, virtual tours, and sketches, which are submitted to the MLS, shall depict only the property for sale. Photographs, digital images, and sketches shall not include listing broker's or agent's contact information or other personal marketing information. Virtual tours and/or virtual tour URL's that include brokerages, listing brokers, agent contact information or other personal marketing information must be placed in the branded tour field.

### **5. Photographs Are Required.**

Except where sellers expressly direct (via "Request for No Property Photo" form) that photographs of their property not appear in MLS compilations, property photos shall be included with all property listings at time of listing entry (regardless of status -- including those only entered for the purpose of providing comparable sales information). The "Request for No Property Photo" form shall be submitted via the Associated Documents at the time of listing entry.

- **Residential listings.** The primary photo for residential listings, including Multi-Family/Residential Income, Condo, Zero Lot Line and Townhouse photos must be an exterior front view photo of the property.
- **Lots, acreage, and farms.** It shall be acceptable to include an aerial photo or plat map photo.
- **New Construction.** A sketch of the property or photo of a like property may be submitted for new construction and to-be-built. If a sketch or photo of a like property is submitted these must be converted to a photo of the actual property upon completion of the exterior of the property.
- **Waterfront.** An exception shall be made where a front exterior photograph is required for the primary photo if the property is located on a body of water such as a lakefront or river front.

Although the minimum requirement for a property listing is one front exterior photo, listing brokers are encouraged to supply an adequate number of photos to properly convey the various characteristics of the property.

Listing photos entered in the MLS are restricted to pictures or renderings depicting the listed property and community features. No brokerage or builder signs are allowed to appear ANYWHERE on the property photo. Photos should not contain other text, graphics, or other messages, except for the RMLS watermark and a photo specific description available through the MLS system such as living room, and/or master bedroom, formal dining, etc. There should be no legible contact information in the listing photos.

## 6. Virtually Staging

### a. Virtually Staged Photos in the MLS

- Virtual staging shall only be used for the interior of an existing structure. Virtual staging shall not be used for Under Construction properties.
- Disclosure of virtually-staged photo(s) is required by checking the virtually staged field if available or adding the notice “Virtually Staged” to the Agent remarks; in addition, the Public Remarks must read “One or more photo(s) have been virtually staged”; placed to guarantee syndication to websites/portals. Photos must always present a “true picture” of the property.

**b. Permitted Uses of Virtual Staging in the Service.**

- Modifying photo(s)/rendering(s) to include personal property items not conveyed with the real property is permitted. Permitted personal property modifications include but are not limited to: applying digital photos of furniture, mirrors, artwork, plants, etc. into a photo of a room.
- Removing existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc.

**c. Prohibited Uses of Virtual Staging in the Service.**

- No photos of the exterior of the property shall be virtually staged.
- No permanent fixtures of the interior shall be removed, altered, or added.
- Modifying photo(s) or rendering(s) to include visual elements not within a property owner's control is strictly prohibited. (example: editing in a view of waterfront property and/or popular landmarks that are not physically possible from the specified location in the real world.)
- Modifying photo(s)/rendering(s) to exclude negative visual elements is strictly prohibited. (example: holes in the wall, exposed wiring, damaged flooring, etc.)
- No branding is permitted. The use of people or persons and/or words on any property photograph submitted to the Service is strictly prohibited.
- Modifying photo(s) / rendering(s) to distort the dimensions of a room or space is strictly prohibited. (example: placing small furniture to make a room appear larger than it actually is.)
- **Failure to comply with Virtual Staging rules shall result in the Virtual Staged photos being removed from the service, and an automatic fine as outlined in the schedule of fines attached as Appendix A.**

**7. Virtual Tours included in the MLS.**

- Unbranded Virtual Tours.
  - Only Uniform Resource Locaters (URLs) to virtual tours may appear in the "unbranded virtual tour" field if the web site only describes the physical traits of the property for sale and its vicinity; includes no personal contact information or live links to another websites or pages.
- Branded Virtual Tours.
  - Those restrictions outlined above shall not apply to URLs to virtual tours that appear in the "branded virtual tour" field. For these rules, all YouTube videos are considered to be branded tours.

## 8. Rooms.

- Basement Bedrooms.
  - Basement bedrooms may be included in the total number of bedrooms if the level and egress window fields are reported.
- Egress Window. (To mark the field Y the window must meet the below specifications)

The bottom of the egress window must be 24” to 44” from the finished floor; the opening must measure no less than 24” high by 20” wide and provide a total clearance area of at least 5.7 square feet. **Answering the question affirmatively in the MLS without meeting the minimum requirements is subject to penalty as outlined in the schedule of fines attached as Appendix A.**

- Sunrooms or Four-season Room.
  - A sunroom or four-season room must have a permanent heat source to be included in the square footage. This may include baseboard heating.

## 9. Lot Dimensions/Size.

The approximate Lot Dimensions/Size field is required and is intended to contain approximate lot dimensions (ex. 100x40x180x50) (not acreage or sq. footage) pertaining to the listed property and must contain a value. If anything besides lot dimensions is entered, including but not limited to “See Plat” or “Irregular” or the complexity of the lot dimensions prohibits it from being entered in the Lot Dimension/Size field, it is required that a plat map or other descriptive materials (which includes lot dimensions) be uploaded to Associated Documents at the time of input. **Failure to comply is subject to penalty as outlined in the schedule of fines attached as Appendix A.**

- Note - It is recommended that a plat map or other descriptive materials including lot dimensions be uploaded as Associated Documents to the listing at the time of input for all listings, including those which have lot dimensions disclosed in the Approx. Lot Dimensions field, when available.
- Acreage field should include relevant information for search capabilities and to highlight the property features, if not applicable a zero may be entered.

## 10. Public Remarks Field.

The “Public Remarks” field in the MLS System is to be used for commenting on the property itself. Communication between any Brokers, including personal information

regarding the listing agent or Seller must be placed in the “Agent Remarks” section.  
**Failure to comply is subject to penalty as outlined in the schedule of fines attached as Appendix A.**

**11. Exclusion of Listings from Third Party Aggregator Sites.**

The MLS shall exclude from such data feed any listing where both of the following conditions are present:

- The listed property’s street address or a graphic display of the property’s specific location will be displayed to the public; and
- The seller displays a “For Sale By Owner” or other sign or notice on the property indicating that the seller is soliciting direct contact from buyers.

**12. Listing Status.**

**Any change in listed price, status or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be entered in the RMLS within 2 days (excluding weekends and federal holidays) after the authorized change is received by the listing broker or will result in fine as outlined in the schedule of fines attached as Appendix A.**

The following status shall apply to MLS Property Types:

- Active (Must be available for showings)
- Pending (No Showings)
- Pending Continue to Show
- Temporary off Market (No showings)
- Sold
- Withdrawn
- Expired
- Leased
- FNOE – Full Notice of Exception
- CNOE – Coming Soon Notice of Exception

**13. Full Notice of Exception and Coming Soon Notice of Exception.**

**a. Full Notice of Exception/ Office Exclusive**

If the seller refuses to permit the listing to be disseminated by the MLS to anyone but Participants or Subscribers of the Listing Agent’s firm, the Participant may at the



express direction of the Seller, take the listing (“office exclusive”) using the Full Notice Listing Exception Amendment. Such listings shall be entered in the MLS, with FNOE disseminated to participant and subscribers in their firm.

The listing must be entered in the MLS with the status indicated as Full Exception within 2 days (excluding weekends and federal holidays) after the listing contract has been signed. **Failure to submit within the time-frame outlined herein will result in a fine per transaction as outlined in the schedule of fines attached as Appendix A.**

- **Full Notice of Exception (Office Exclusive)** the seller has directed they do not want the property disseminated to the Participants and Subscribers through the MLS; there is no offer of compensation provided; the property is not syndicated to the IDX/MLS websites and portals.
  - **MLS entry** (per Section 1), entered as a confidential Listing at time of contract, as required for all listings.
  - **FNOE Amendment** must be uploaded in the MLS Associated Documents to the listing (must include all appropriate signatures).
  - **Marketing/Advertising** is not permitted. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks and applications available to the general public.
  - **Days on Market** are calculated based on the contract listing date.

**b. Coming Soon Notice of Exception/ Delayed Showing.**

If the seller refuses to permit the listing to be disseminated by the MLS to anyone but Participants of Subscribers of the MLS for a period of 45 days or less, the Participant may at the express direction of the Seller, take the listing using the Coming Soon Notice Listing Exception Amendment. Such listings shall be entered in the MLS, with CNOE disseminated to all participant/subscribers.

The listing must be entered in the MLS with the status indicated as Coming Soon Exception within 2 days (excluding weekends and federal holidays) after the listing contract has been signed. **Failure to submit within the time-frame outlined**

herein will result in a fine per transaction as outlined in the schedule of fines attached as Appendix A.

- **Coming Soon Notice of Exception (Delayed Showings)** the seller has directed they are not permitting showings of the property until a specific date (\$1,000 per incident); when the status is changed to Active and Days on Market begin to calculate.
  - **MLS entry** (per Section 1), entered as a confidential listing, as required for all listings.
  - **CNOE Amendment** must be uploaded in the MLS Associated Documents to the listing (must include all appropriate signatures).
  - **Marketing/Advertising** is not permitted. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks and applications available to the general public. **The listing agent/brokerage is subject to a first offense fine of \$250, a second career offense fine of \$500, and subsequent career offense fines of \$1000 per incident.**
  - **Coming Soon Notice of Exception (CNOE)** must include the appropriate “activation date on MLS”, not to exceed forty-five (45) days from the listing date.
  - **Days on Market** begin calculating when activated and available for showings and marketing.

**Note:** Coming Soon Notice of Exception/ Delayed Showings is a sub-status of Active and is not intended to give the listing broker an advantage in finding a buyer for the property to the detriment of cooperating brokers or to circumvent the selling of the property on an open market.

#### **14. Listing Cancellation Prior To Expiration.**

##### **Withdrawn Status**

A property may be cancelled (Withdrawn) from the MLS by the listing broker before expiration date of the listing agreement provided there is an agreement between the seller and the listing broker which authorizes cancellation, Sellers do not have the

unilateral right to require an MLS to cancel a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the MLS may remove the listing at the request of the seller.

#### **15. Temporary Off Market/No Showings.**

A Temporary No Showing listing is one that becomes unavailable for showing during the listing term of the contract, including the listing agent, listing broker and/or any agent affiliated with the listing brokerage firm. In order to place a listing in the Temporarily Off Market/ No Showing status, the seller's authorization is required in writing using the Request for Temporary Off Market/No Showings amendment and must be uploaded to Associated Documents and status change made in the MLS within 1 day of the signed amendment:

- Temporarily off Market/No showings properties will not be included in any IDX or MLS listing syndication feeds
- Days on Market will not accumulate during this status.
- Yard sign should be removed during the TOM period
- When the listing becomes available for showings, the listing must be transferred to an Active status and will be included in IDX and MLS listing syndication.
- **Any Participant and/or Subscriber that shows or permits showings of property in the Temporary Off Market/No Showing status will be assessed a fine as outlined in the schedule of fines attached as Appendix A.**

#### **16. Reporting Contingencies (Pending/Pending Continue to Show or terms)**

- Any contingency or change of any conditions of any term in the listing shall be specified and noticed to the Participants within 2 days (excluding weekends and federal holidays).
- The listing status will be noticed as Pending Continue to Show when all parties agree the property will continue to be marketed and other offers will be presented.
- The listing status will be noticed as Pending when the parties agree the property will not be marketed (no showings).
- **Subject to the Sale Contingency**--as an exception valid binding contracts that are contingent on the sale of another property may remain as active and available, however, the listing broker must disclose the contingency to cooperating brokers as

a pertinent fact. The listing must be updated with home sale contingency in the MLS “Home Subject to Sale Contingency” field.

- **Failure to submit a contingency of Pending or Pending Continue to Show or conditions of any term in the listing may result in a fine per transaction as outlined in the schedule of fines attached as Appendix A.**

#### **17. Reporting Contingencies (Pending, Pending Continue to Show) for Short Sale or Foreclosure**

- Properties that are subject to a short sale shall comply with the disclosure provision set forth.
- Listings shall be marked “Pending Continue to Show” and noticed in listing and/or ShowingTime Remarks “short sale or foreclosure” if acceptance of offer is contingent upon 3rd party approval(s).
- Listings shall be marked “Pending” when seller is no longer accepting offers or upon seller receiving 3rd party acceptance of offer.
- Pending/Pending Continue to Show or conditions of any term in the listing shall be specified and noticed to the Participants within 2 days (excluding weekends and federal holidays).
- **Failure to submit a contingency of Pending or Pending Continue to Show or conditions of any term in the listing may result in a fine per transaction as outlined in the schedule of fines attached as Appendix A.**

#### **18. Reporting Cancellation of Pending Sale.**

The listing broker shall report immediately to the MLS the cancellation of any pending sale and the listing shall be reinstated to Active status within 2 days.

#### **19. Dual Entry.**

Listings may only be entered in one property category at a time. Exceptions may be entered in multiple categories (e.g., Residential and Multi-Family) with the submission and approval by the RMLS, using the Dual Entry Request Form for initial approval, per the rules established by individual market area association.

**Note:** Under no circumstances shall a commercial listing be entered in the MLS commercial category, if that same property is listed in the CIE; this is automated.

Commercial listings entered in the CIE shall not be entered in the MLS Commercial category as this is a duplication of entry of commercial property.

**20. Seller Concessions.**

Information concerning seller concessions is required when entering sold information as this information is important for property evaluations and appraisals. A dollar amount should be used with zero being entered if there were no concessions in the sale. If a dollar amount is inserted, a description of the concessions must be entered. Seller concessions are defined as: Points paid by seller on behalf of buyer, seller-paid buyer closing costs, cash, or cash allowances not escrowed, and down payment assistance. (A concession must appear on the Closing Statement).

**21. FSBO/Out of Area Sale with Buyer Representation Only.**

Properties that bear no exclusive right to sell or exclusive agency listing contract with a Participant firm (i.e., for sale by owner or out of area sale) but are sold by a Participant firm may be entered into the MLS for the purpose of sharing comparable sales and for recording sales production credit for the selling agent/firm. To qualify, the Participant firm shall, within two (2) business days after the month in which the property closes, provide, or enter into the MLS all required information.

The following procedures apply only when the buyer is represented by a participating listing agent/brokerage, no seller representation by a participating firm:

- All required listing data and sales data must be entered or submitted to the local association staff for entry per local association's procedure.
- Listing Type=One Time Show.
- One front exterior property photo is required, however multiple photos are encouraged.
- Permission from buyer or seller to enter into RMLS.
- The "List Date" and "Contract Date" shall be the same as the date of the accepted offer.
- The "Closing Date" must be the actual closing date.
- All applicable fines apply for an incomplete listing as outlined in the schedule of fines attached as Appendix A.

## **22. Sale of Property Not Listed in the MLS with Seller Representation.**

Properties that bear an exclusive right to sell or exclusive agency listing contract for a specific buyer (specific buyers name and/or specific buyers coop agent's name who is representing the buyer must be designated on the contract), may be entered into the MLS as a sold property by the listing office for the purpose of recording listing production credit for the listing agent/office and sharing comparable sales information within two (2) business days after the month in which the property closes.

The following procedures apply when a transaction is brokered by a participating listing agent/office solely for one specific buyer.

- The listing agent/brokerage receives credit on the listing side of the transaction.
- The listing agent/brokerage receives credit on the buyer's side of the transaction if acting as a dual agent in the transaction.
- The coop agent/brokerage receives credit on the buyer's side if representing the buyer in the transaction.
- The transaction is recorded as unrepresented on the buyer side if no buyer representation is provided.
- All required information must be completed when entering the listing in the MLS. All applicable fines apply for an incomplete listing.
- One front exterior property photo is required, however multiple photos are encouraged.
- The "List Date" and the "Contract Date" shall be the same as the date of the accepted offer.
- The "Closing Date" must be the actual closing date.
- **All applicable fines apply for an incomplete listing as outlined in the schedule of fines attached as Appendix A.**

## **Section 1.9 - No Control of Commission Rates or Fees Charged to Participants**

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

## **Section 1.10 - Expiration of Listings**

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

(Amended 11/01)

If notice of renewal or extension is received more than thirty (30) days after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. (Amended 11/01)

## **Section 1.11 - Late Listings**

The rules compliance software will identify late listings, or a participant may request the RMLS verify submission rules compliance for the listing of another participant using the Listing Verification Form. Upon the receipt of the form, the listing brokerage is required to produce the executed listing contract for entry verification with 2 business days, excluding weekends and federal holidays)

## **Section 1.12 - 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 1.13 - Service Area**

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

## **Section 1.14 - Listing of Suspended Participants**

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

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

### **Section 1.15 - Listing of Expelled Participants**

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

### **Section 1.16 - Listing of Resigned Participants**

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

### **Section 1.17 - Reciprocal Viewing Privileges**

Participants and Subscribers of the Commercial Information Exchange (CIE) of the RMLS shall have reciprocal access to the same MLS content and functionality that MLS



Participants and Subscribers have access to. However, the offer of compensation through the MLS is not applicable to CIE Participant's or Subscriber's unless their brokerage firm is also a Participant in the MLS. Likewise, MLS Participants and Subscribers shall have reciprocal access to the same CIE information and functionality that CIE Participants and Subscribers have access to.

## **Section 1.18 – Property Addresses**

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Adopted 01/22)

## **SECTION 2 - SELLING PROCEDURES**

### **Section 2 - Showings and Negotiations**

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

- a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (Amended 04/92)

### **Section 2.1 - Presentation of Offers**

The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so. (Amended 04/92)

### **Section 2.2 - 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. (Amended 11/05)

### **Section 2.3 - Right of Cooperating Broker in Presentation of Offer**

The cooperating broker (subagent or buyer agent) or his/her representative has the right to participate in the presentation to the seller or lessor of any offer he/she secures to purchase or lease. He/She does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 04/92)

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

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

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

purchaser's or lessee's written instructions. Upon request, written documentation of the seller's rejection of the presented counter-offer must be provided. (Adopted 11/93)

## **Section 2.5 Reporting Sales to the Service**

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within two (2) business days (excluding weekends and federal holidays) after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within two (2) business days (excluding weekends and federal holidays) after occurrence and the listing broker shall report them to the MLS within two (2) business days (excluding weekends and federal holidays) after receiving notice from the cooperating broker. **Failure to report sales and sale price or lease price information to the service within the required timeframe may result in a fine per transaction as outlined in the schedule of fines attached as Appendix A.** (Amended 11/11)

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

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

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

- a) categorizes sale price information as confidential and
- b) limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.
  - The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of

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

## **Section 2.6 - Reporting Resolution of Contingencies**

The listing broker shall report to the multiple listing service within two (2) business days, excluding weekends and federal holidays, that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled. **Failure to do so within the required timeframe may result in a fine per transaction as outlined in the schedule of fines attached as Appendix A.**

## **Section 2.7 - Advertising of Listings Filed with the Service**

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

## **Section 2.8 - Reporting Cancellation of Pending Sale**

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

## **Section 2.9 - Disclosing the Existence of Offers**

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

## **Section 2.10 - Availability of Listed Property**

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

## **SECTION 3 - REFUSAL TO SELL**

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

## **SECTION 4 - 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.

### **Section 4.1 - For Sale Signs**

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

### **Section 4.2 - Sold Signs**

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 04/96)

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

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

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

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

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

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

## **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)

## **Section 4.6 - Manipulation of Data**

**For the protection of the consumer, members of the RMLS and data integrity; any manipulation of the MLS database that could affect statistics or be misleading to the public, including but not limited to; days on market, square footage, school district, area, number of bedrooms, sold information, production levels, etc., shall be subject to a fine as outlined in the schedule of fines attached as Appendix A.**

## **Section 4.7 - Listing Re-Entry Procedures**

It shall be a violation of these rules to withdraw and re-enter a property prior to its expiration date, without the execution of a new listing contract.

## **Section 4.8 - Removal of Data**

Participants or Subscribers may not change or remove listing content, including photos, pertaining to the property, upon a status change unless it is to: supplement or modify the remarks to give additional information pertaining to that status change; delete client, owner or occupant names, telephone numbers or other personal information, security codes, lockbox codes, or email addresses; or correct inaccurate information. All data submitted to the MLS will remain in the database for historical and other purposes approved by the Council.

## **Section 4.9 - Violation of Another Broker's Copyright**

It shall be a violation of these rules for a listing broker to use photographs, marketing remarks, images, graphics, video recordings, virtual tours, drawings, or floor plans taken from any listing in the MLS without the consent of the listing broker. The penalty for this violation shall be a fine as outlined in the schedule of fines attached as Appendix A.

## **Section 4.10 – Services Advertised as “Free”**

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (Adopted 01/22)

# **SECTION 5 - DIVISION OF COMMISSIONS**

## **Section 5 - Compensation Specified on Each Listing**

The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances,

entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 11/98)

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

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

- 1. by showing a percentage of the gross selling price*
- 2. by showing a definite dollar amount (Amended 05/10)*

**Commission may be paid on the net sales price (sales price minus seller concessions) or on base price on new construction, provided a clear explanation is reflected in the Agent Remarks.**

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



This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 05/10)

Whenever gross commissions established in listing contracts are subject to court approval which may result in a reduction in compensation payable to cooperating brokers, the listing broker shall clearly communicate that fact in the listing to other participant and subscribers.

If a listing is submitted to the MLS that does not include an offer of compensation, the MLS shall have the right to immediately withdraw the listing from the database in addition to disciplining the participant for a violation of MLS rules.

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

**Note 2:** The listing broker may, from time to time, adjust the compensation offered to other multiple listing service participants for their services with respect to any listing by advance published notice to the service so that all participants will be advised. (Amended 04/92)

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

**Note 4:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission

established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Amended 05/10)

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

**Note 6:** Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers. (Amended 05/09)

### **Section 5.0.1 - Disclosing Potential Short Sales**

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

to short sales must be communicated through Agent Remarks available only to Participants and Subscribers. (Amended 05/09)

### **Section 5.1 - Participant as Principal**

If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is input into the MLS by selecting Agent-Owned and such information shall be disseminated to all MLS Participants.

### **Section 5.2 - Participant as Purchaser**

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

### **Section 5.3 - Dual or Variable Rate Commission Arrangements**

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 05/01)

## Section 5.4 – Display of Listing Broker’s Offer of Compensation

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

*The listing broker’s offer of compensation is made only to participants of the MLS where the listing is filed. (Adopted 01/22)*

## SECTION 6 - SERVICE FEES AND CHARGES

The following services charges for operations of the MLS are in effect to defray the costs of the MLS and subject to change from time to time in the manner prescribed by the MLS council.

- Participant/Subscriber application and initial fee
  - The RMLS Council may establish an application fee for new participants and subscribers, required at time of entry and collected by the admitting association.
- Participation and Subscriber fees
  - The MLS Council may establish a (monthly, quarterly, or annual) user fee to be collected by the admitting association.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.\* (Amended 05/18 and 08/18 [Leadership Team])

- a. Subscribers affiliated with a team may not waive out of the RMLS if any one of the team members is a participant or subscriber in the RMLS. (Amended 01/23)

**Note 1:** Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (Amended 11/17)

**Note 2:** Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, amend Section 6, recurring participation fee and subscription fees, as necessary to include such individuals in the computation of MLS fees and charges. (Adopted 4/92)

## **SECTION 7 - COMPLIANCE WITH RULES**

### **Section 7 - Compliance With Rules - Authority to Impose Discipline**

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

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Revised 11/14)

**Note 1:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the RMLS Council, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are

considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14)

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

## **Section 7.1 - Compliance With Rules**

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

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

**Note 1:** Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. (Amended 11/88)

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

to attend the hearing of a subscriber who has received more than three (3) administrative sanctions with a calendar year. (Adopted 11/20)

## **Section 7.2 - Applicability of Rules to Users and/or Subscribers**

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

## **SECTION 8 - MEETINGS**

The meetings of the participants in the service or the RMLSA Council of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of the RMLS Alliance operating agreement.

## **SECTION 9 - ENFORCEMENT OF RULES OR DISPUTES**

### **Section 9 - Considerations of Alleged Violations**

By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (RMLSA Council). (Amended 05/18)

When requested by a complainant, the Association receiving the complaint will process a complaint without revealing the complainant's identity. (Amended 11/20)

## **Section 9.1 - Violations of Rules and Regulations**

If the alleged offense is a violation of the Rules and does not involve a charge of alleged violation of the code of ethics or request for arbitration, the alleged violation may be considered and determined by the Association where the accused Participant/Subscriber holds membership or by the MLS Provider from whom the accused Participant/Subscriber obtains MLS service. Any appeal of a fine imposed by the Association will be considered by the MLS Committee of the Association where the accused Participant/Subscriber holds membership or by the MLS Provider from whom the accused Participant/Subscriber obtains MLS service. Alleged violations of the code of ethics will be referred to the appropriate Grievance Committee of the Association for processing in accordance with the professional standards procedures of that Association.

## **Section 9.2 - Complaints of Unethical Conduct**

All other complaints of unethical conduct will be referred by the MLS Committee of an Association to the Association Executive of that Association where the accused Participant/Subscriber either holds membership or obtains MLS services for appropriate action in accordance with the professional standards procedures established in the Bylaws of said Association.

## **Section 9.3 - Complaints of Unauthorized Use of Listing Content**

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

Upon receiving a notice, the RMLSA Council will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the RMLSA Council that the use is authorized. Any proof submitted will be considered by the RMLSA



Council, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

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

If after ten (10) days following transmittal of the RMLSA Council's determination the alleged violation remains uncured (i.e., the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. (Adopted 5/18)

## **Section 9.4 - MLS Rules Violations**

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

## **SECTION 10 - CONFIDENTIALITY OF MLS INFORMATION**

Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants. (Amended 04/92)

**Note:** In order to assure compliance with the Rules, each Participant or Subscriber who engages a third party photographer and submits photos to the MLS is advised to obtain a written agreement with the photographer either as signing all rights, including copyrights to the photographs, to the Participant or Subscriber or obtaining a right to grant the RMLS a non-exclusive license to publish the photographs in accordance with these Rules. The

following are alternative provisions which may be included in the agreement with the photographer:

“Photographer hereby assigns all right, title, and interest, including copyrights, in photographs to [insert name of Participant/Subscriber] and agrees to execute any further documents which may reasonably be necessary to effect such assignment.” or

“Photographer hereby authorizes [insert name of Participant/Subscriber] to grant a non-exclusive license to the RMLS to reproduce, distribute, and display photographs taken by Photographer.”

## **Section 10.1 - MLS Responsibility 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 11 - OWNERSHIP OF MLS COMPILATION\* AND COPYRIGHT**

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

### **Section 11 – OWNERSHIP OF MLS COMPILATION**

By the act of submitting any property listing content to the MLS the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and

video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. (Amended 05/18)

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

**Note:** The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or “safe harbors” from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of “online service provider” broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display.

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

To qualify for this safe harbor, the OSP must:

- a. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
- b. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- c. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.

- d. Have no actual knowledge of any complained-of infringing activity.
- e. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- f. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512. (Adopted 11/15)

## **Section 11.1 – RMLS Copyrights**

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

## **Section 11.2 - Display**

Each participant shall be entitled to lease from the RMLS Alliance 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 RMLS Alliance council. \*\*

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

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

# **SECTION 12 - USE OF COPYRIGHTED MLS COMPILATION**

## **Section 12 - Distribution**

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law. (Amended 04/92)

## **Section 12.1 - Display**

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

## **Section 12.2 - Reproduction**

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

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

*\*It is intended that the participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of*

*property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.*

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, 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 05/14)

## **SECTION 13 - USE OF MLS INFORMATION**

### **Section 13 - Limitations on Use of MLS Information**

Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or MLS may be used by MLS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker).

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 RMLS Alliance LLC for the period (date) through (date).  
(Amended 11/97)*

#### **Use of Contact Information.**

The purpose of user contact information (address, phone number, fax number, email address, etc.) contained within the RMLS systems is to aid in the transaction of real estate business. Contact Information is prohibited from being used for solicitation of services outside the scope of the transaction of real estate business. Inappropriate use of contact information (email address, etc.) includes, but it not limited to:

- Mass solicitation for employment/recruiting
- Unsolicited mass distribution of listings and/or other marketing materials to the RMLS system users
- Mass offering of products and/or services not related to the transaction of real estate business
- Spam

- Downloading of any form of contact information (email address, phone number, fax number, etc.) for a purpose other than transacting real estate business is strictly prohibited.

In an effort to prevent email addresses from being mass downloaded from the RMLS systems, RMLS does not make email addresses available for download via RETS. Every system user and/or vendor is restricted from utilizing contact information contained in the RMLS's systems in the prohibited manner(s) detailed above. In the event of inappropriate usage of contact information, the RMLS reserves the right to suspend and/or terminate access to the RMLS systems as the RMLS sees fit to remedy said inappropriate use. RMLS reserves the right to additionally pursue all available remedies as detailed in the RMLS's Rules and Regulations and in accordance with applicable law.

## **Section 14 - CHANGES IN RULES AND REGULATIONS**

Amendments to the rules and regulations of the service shall be by majority vote of the RMLS Alliance Council.

## **SECTION 15 - UNAUTHORIZED MLS ACCESS**

**Any Participant or subscriber affiliated with their firm, providing access or use of a password for unauthorized access, to the MLS compilation or other related systems, including sharing one's login credentials with - or using login credentials of another authorized user of the MLS, will be subject to a penalty as outlined in the schedule of fines included in Appendix A.**

## **SECTION 16 - ORIENTATION**

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations within 90 days and computer training within 60 days related to MLS information entry and retrieval and the operation of the MLS.



Applicants who fail to complete the MLS training in the timeline indicated, shall have their MLS services suspended until completed. (Amended 11/04)

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/17)

## **SECTION 17 - INTERNET DATA EXCHANGE (IDX)**

### **Section 17 - IDX Defined**

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. (Amended 05/17)

### **Section 17.1 – Authorization**

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame, or display the aggregated MLS data of other participants.\*

*\*Even where participants have given blanket authority for other participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 05/17)*

## **Section 17.2 - Participation**

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

### **Section 17.2.1**

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12)

### **Section 17.2.2**

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

### **Section 17.2.3**

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 forms of electronic display or distribution. (Amended 11/17)

### **Section 17.2.4**

Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell, or exclusive agency). Selection of listings displayed through IDX must be independently made by each participant. (Amended 05/17 and 01/22)

### **Section 17.2.5**

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

## **Section 17.2.6**

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

## **Section 17.2.7**

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

## **Section 17.2.8**

Any IDX display controlled by a participant or subscriber that

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

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

## **Section 17.2.9**

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

be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 05/12)

### **Section 17.2.10**

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

### **Section 17.2.11**

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

### **Section 17.2.12**

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.\* (Amended 05/17 and 01/22)

*\*Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. (Amended 05/17)*

## **Section 17.3 - Display**

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

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

### **Section 17.3.1**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited.

Confidential fields intended only for other MLS participants and users (e.g., showing instructions and property security information) may not be displayed. (Amended 05/12 and 01/22)

#### **Section 17.3.1.1**

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

#### **Section 17.3.2**

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

#### **Section 17.3.3**

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

#### **Section 17.3.4**

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

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

## **Section 17.3.5**

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

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

## **Section 17.3.6**

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 17.3.7**

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.\* (Amended 11/17)

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

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

### **Section 17.3.8**

Display of expired and withdrawn listings is prohibited. (Amended 11/15 and 01/22)

### **Section 17.3.9**

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

**Note:** The following Sections 17.3.10 and 17.3.11 may be adopted by MLSs that provide participants with a “persistent” download (i.e., where the MLS database resides on participants’ servers) of the MLS database. (Amended 01/23)

### **Section 17.3.10**

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

### **Section 17.3.11**

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

### **Section 17.3.12**

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed

not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

## **Section 17.4 - Service Fees and Charges**

The RMLS provides for IDX reciprocity between the MLS and the CIE. This means that a CIE Participant is authorized to display ALL commercial property listings (MLS and CIE) via IDX regardless of whether he belongs to both the MLS and CIE. Likewise, an MLS Participant is authorized to display ALL commercial property listings (MLS and CIE) via IDX regardless of whether he belongs to both the MLS and CIE. Service fees and charges for participation in IDX shall be as established annually by the MLS Council for Participants, subscribers and/or third-party providers.

## **SECTION 18 - VIRTUAL OFFICE WEBSITES (VOWS)**

### **Section 18.1 - 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 18.2**

- 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 18.3**

- 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 username 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 username and password or may allow the Registrant to establish its username and password. The participant must also assure that any e-mail address is associated with only one username 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, username, 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, username, 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 18.4**

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 18.5**

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

## **Section 18.6**

- 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.
- 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.

### **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

## **Section 18.7**

- 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 18.8**

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 18.9**

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

### **Section 18.10**

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 18.11**

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 18.12**

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.  
(Amended 01/22)

### **Section 18.13**

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 18.14**

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.

Note: Adoption of Sections 19.15 through 19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participants' use of MLS listing information in providing brokerage service through all other delivery mechanisms.

### **Section 18.15**

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, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

### **Section 18.16**

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 18.17**

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 18.18**

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. (Amended 01/22)

### **Section 18.19**

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 18.20**

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 18.21**

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 18.22**

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

## **Section 18.23**

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 11/08)



# **RMLS RULES AND REGULATIONS**

## **APPENDIX A - COMPLIANCE**

### **THE USE OF FINES AS PART OF RULES ENFORCEMENT:**

1. By becoming and remaining a Participant or Subscriber in RMLS Alliance, LLC (RMLS), each Participant and Subscriber agrees to be subject to these Rules and Regulations and any other MLS governance provision.
2. The RMLS may, through the administrative and hearing procedures established in these Rules, impose discipline for violations of the Rules and other MLS governance provisions.
3. Failure of any user or Subscriber to abide by the rules and/or any sanction imposed for violations can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with the Participant.

### **Listing compliance for RMLS Alliance, LLC is monitored in three ways:**

1. Automated compliance checks by the Listing Data Checker software
2. Random compliance checks conducted by association staff
3. Correction Button notices on individual listings sent to association staff by members

### **The following violations will generate an immediate fine:**

1. No property photo (unless seller-signed Request for No Property Photo is present in Associated Documents; other exceptions noted in Rules & Regulations)
2. Late listing entry (property entered in MLS more than two business days after listing contract accepted—with exception for FSBO/Out of Area Sale with Buyer Representation only or Sale of Property not listed in the MLS with Seller Representation and specific buyer named, which can be reported to the MLS within 2 Business days after the month of closing)
3. Late reported status change (must be reported to MLS within two business days, with exception for FSBO/Out of Area Sale with Buyer Representation only or Sale of Property not listed in the MLS with Seller Representation and specific buyer named, which can be reported to the MLS within 2 Business days after the month of closing)
4. Failure to report contingencies or term conditions within two business days
5. Absence of required disclosures in Associated Documents

6. Co-op Compensation violation (must be reported as either a dollar amount or percentage of sale)

**The following violations qualify for a warning with a two business day grace period before a fine is issued (Amended 01/23):**

1. **Photo content violation** (contact information or other inappropriate text in photo, failure to follow virtually staged photo rules)
2. **Unapproved Dual Entry** (entry of a listing into more than one property class must be preapproved by the Participant or Subscribers association staff)
3. **Completeness** (all required fields must be completed and required non-disclosure Associated Documents must be attached, i.e., Request for Dual Entry, Request for No Property Photo, Coming Soon or Full Notice Exception Amendment, description of irregular lot dimensions, or any document referred to in listing details).
4. **Personal or company promotion** (not allowed in Public Remarks, Unbranded Tours, or any Associated Documents—must be property descriptions only)
5. **Inaccurate data** (address, tax amount/year, parcel ID, number of bathrooms/bedrooms, school district, egress windows, square footage, etc.)

**Fine structure for the above listed violations:**

- 1st Offense: \$50 fine
- 2nd Offense: \$100 fine (failure to remedy 1<sup>st</sup> offense)
- 3rd Offense: \$250 fine (failure to remedy 2<sup>nd</sup> offense)
- 4th Offense: \$500 fine (failure to remedy 3<sup>rd</sup> offense)
- 5th + Offense: \$1,000 fine (failure to remedy 4<sup>th</sup> offense)

**Each grace period ignored will constitute an additional violation.**

**Example:** Agent fails to upload the required Radon Disclosure with their new listing. An immediate fine of \$50 (1st offense) is issued, with an email giving two business days' grace before another fine is applied. The agent lets the two business days pass without correcting the violation. An additional \$100 fine (2nd offense) is issued, with two more business days' grace before the fine is escalated again. The agent uploads the required document and pays the \$150 fine. (Amended 01/23)

## **Specific rule violations with alternate fining structure:**

**FSBO Violation** - Failure to indicate that the seller is soliciting direct contact from buyers if the listed property's address or a graphic display of its specific location is displayed to the public. \$500 per occurrence.

**MLS Waiver Violation** - If it has been determined the recipient of a waiver has in fact utilized the RMLS's services, the waiver shall be immediately terminated, and the Participant shall be obligated to pay all back fees since the waiver was first approved, along with the indicated fine. \$500 per occurrence.

**Unauthorized MLS Access** - Anyone providing or receiving MLS login credentials intended for someone else will be subject to a penalty of \$500 for the first offense, \$1000 for the second offense, and a 30-day suspension for each subsequent offense.

**Temporary Off-Market or Coming Soon Showings** - The showing of a property designated as Temporary Off-Market or Coming Soon is not permitted until the activation date indicated (in the case of Coming Soon) and the property status has been changed to Active. \$1,000 per incident.

**Marketing Coming Soon Notice of Exception listings** - The Marketing of a property designated as Coming Soon Notice of Exception is not permitted. The listing agent/brokerage is subject to a first offense fine of \$250, a second career offense fine of \$500, and subsequent career offense fines of \$1000 per incident.

**Manipulation of Data** - Any manipulation of the MLS database that could affect statistics or be misleading to the public warrants a fine of \$500 for the first offense, \$1000 for the second offense, and a 30-day suspension for each subsequent offense.

**Violation of Copyright** - Using another listing broker's photographs, marketing remarks, images, graphics, video recordings, virtual tours, drawings, or floor plans from any listing without prior consent warrants a fine of \$500 for the first offense, \$1000 for the second offense, and a 30-day suspension for each subsequent offense.

**Note: MLS Reserves the Right to Make Corrections: To maintain the integrity of the listing data and for the protection of the consumer and members, the RMLS reserves the right to make appropriate data corrections should the Listing Broker fail to correct the listing as noticed or if deemed time-sensitive association staff reserves the right to make immediate data corrections.**



# RMLS RULES AND REGULATIONS

## APPENDIX B – RMLS SERVICE AREA

*(Amended 09/15/2022)*

- |                |                |                 |
|----------------|----------------|-----------------|
| 1. Adams       | 21. Henry      | 41. Perry       |
| 2. Alexander   | 22. Jackson    | 42. Pike        |
| 3. Brown       | 23. Jasper     | 43. Pope        |
| 4. Cass        | 24. Jefferson  | 44. Pulaski     |
| 5. Christian   | 25. Johnson    | 45. Richland    |
| 6. Clay        | 26. Knox       | 46. Rock Island |
| 7. Clinton     | 27. Lawrence   | 47. Saline      |
| 8. Clinton, IA | 28. Logan      | 48. Sangamon    |
| 9. DeWitt      | 29. Macon      | 49. Schuyler    |
| 10. Edwards    | 30. Macoupin   | 50. Scott       |
| 11. Effingham  | 31. Marion     | 51. Scott, IA   |
| 12. Fayette    | 32. Mason      | 52. Tazewell    |
| 13. Franklin   | 33. Massac     | 53. Union       |
| 14. Fulton     | 34. McDonough  | 54. Wabash      |
| 15. Gallatin   | 35. McLean     | 55. Warren      |
| 16. Greene     | 36. Menard     | 56. Washington  |
| 17. Hamilton   | 37. Mercer     | 57. Wayne       |
| 18. Hancock    | 38. Montgomery | 58. White       |
| 19. Hardin     | 39. Morgan     | 59. Williamson  |
| 20. Henderson  | 40. Peoria     | 60. Woodford    |