

RULES AND REGULATIONS OF
MULTIPLE LISTING SERVICES
PARTICIPATING IN:



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TABLE OF CONTENTS

Section 1: Definitions	1
Service:	1
MLS Data:.....	1
Participation:	1
Licensure/Certification:	2
Information Usage:	2
Membership Application:	2
Exclusive Right to Sell Listing Agreement:	3
Exclusive Agency Listing Agreement:	3
Net Listing:	3
Open Listing:	3
Listing Input Sheet:.....	3
Exclusion (Prospect Reservations):	3
Offer:.....	4
Contingent Listings:.....	4
Pending Listings:	4
Multiple Listing Service Territorial Jurisdiction:	4
List Date:.....	4
Branding/Scraping	4
Disclaimer of Internet Data Exchange Participation	4
Fees for Internet Data Exchange Participation	5
Internet Data Exchange Database	5
Internet Data Exchange Participants (IDXP).....	5
Internet Data Exchange.....	5
Internet Data Exchange Participant Listing Information	5
Internet Data Exchange Participation - Pre-requisite Requirement	5
Prohibited Third Party Scraping of Internet Data Exchange Listing Information.....	5
Virtual Office Website	6
Section 2. Listing Procedures	6
2.1 Listings Required	6
2.2 Optional Listings.....	7
2.3 Jurisdiction.....	7
2.4 Participant's Listings	7
2.5 Detail on Listings.....	8
2.6 Agreement Copies.....	8
2.7 Exempted Listings	8
2.8 Changes to Listings.....	8
2.9 Off Market	10
2.10 Withdrawal of Listings	10
2.11 Cancellation of Listings	10
2.12 Applicable Contingencies	10
2.13 List Price Specified	11
2.14 Listing Multiple Unit Properties	11
2.15 Sold Listings	11
2.16 Retention of Agreements:	11
2.17 No Control of Commission Rates or Fees Charged.....	11

2.18 Expirations	11
2.19 Listings of Suspended Participants	12
2.20 Listings of Expelled Participants	12
2.21 Listings of Resigned Participants.....	12
Section 3. Computer.....	12
3.1 Computer Usage.....	13
3.2 Property Types / Details.....	13
3.3 Non-Computerized Offices	14
3.4 Password Use	14
3.5 Media / Virtual Tour	14
3.6 Primary Photo	14
Section 4. Selling Procedures	15
4.1 Showings and Negotiations.....	15
4.2 Property Showings and Information	15
4.3 Presentation of Offers	15
4.4 Submission of Written Offers	15
4.5 Right of Cooperating Brokers in Presenting of Offers	15
4.6 Right of Listing Brokers in Presenting Counter Offers	15
4.7 Reporting Sales to the Service	16
4.8 Reporting Resolutions of Contingencies	17
4.9 Advertising of Listings Filed with the Service	17
4.10 Reporting Cancellation of Pending Sales	17
Section 5. Prohibitions	17
5.1 Information for Participants Only	17
5.2 "For Sale" and "Sold" Signs.....	17
5.3 Solicitation of Listings Filed with the Service.....	17
5.4 Use of "Remarks"	17
5.5 Confidentiality	18
5.6 Accuracy	18
5.7 Comparable/Statistical Information	18
Section 6. Compensation	18
6.1 Compensation Rate	18
6.2 Compensation Specified	19
6.3 Dual or Variable Rate Commission Arrangements	20
6.4 Participant as Principal	20
6.5 Participant as Purchaser	20
Section 7. Service Charges	20
7.1 Application.....	21
7.2 Dues and Fees	21
7.3 Assessments	22
Section 8. Enforcement of Rules or Disputes	22
8.1 Complaints	22
8.2 Sanctions	23
8.3 Unethical Conduct	23
Section 9. Penalties	23
9.1 Rules Compliance – Authority to Impose Discipline	23
9.2 Second Offenses.....	24
9.3 Appealing Penalties	24

9.4 Abuse of Notification of Reporting Entry Problems	24
Section 10. Ownership of Compilations* and Copyrights.....	25
10.1 Authorization	25
10.2 Copyright	25
Section 11. Use of Copyrighted MLS Compilations	25
11.1 Distribution	25
11.2 Display	25
11.3 Reproduction.....	26
Section 12. Limitations on Use of the Service's Information /IDX	27
12.1 Internet Data Exchange Definition	27
12.2 Internet Data Exchange Authorization.....	27
12.3 Internet Data Exchange Database	27
12.4 Internet Data Exchange Database Participants	27
12.5 Display of Participant's Information on Participant's Site	28
12.6 Listings Reflected in the IDX Database.....	28
12.7 Standard NAR MLS Logo Used for IDX Database.....	28
12.8 Required Disclaimer for Listings in the IDX Database	29
12.9 Required Disclosures	29
12.10 IDX Listing Modifications.....	30
12.11 Information Corrections on Internet Data Exchange Participant's Website.....	30
12.12 Branding/Scraping	30
12.13 Third Party Users	30
12.14 Non-MLS Listings on Subscriber Website	31
12.15 Abuse of Internet Data Exchange Data.....	31
12.16 Removal of Internet Data Exchange Participants Listings	31
Section 13. Changes in Rules & Regulations	31
Section 14. Arbitration of Disputes	32
Section 15. Standards of Conduct for MLS Participants	32
15.1 Practices of the Participants	32
15.2 Property Signs.....	32
15.3 Extending Cooperation	32
15.4 Solicitation of Other Broker's Listings	33
15.5 Soliciting Buyer/Tenant Agreements.....	33
15.6 Prospect Referral.....	33
15.7 Expiration of Agreements	33
15.8 Retaining Clients.....	33
15.9 Contractual Relations.....	33
15.10 Contract with Clients with Existing Agreements.....	33
15.11 Cooperating Compensation.....	33
15.12 Advertising of Services to Prospective Clients.....	34
15.13 Determination of Existing Agreements	34
15.14 Declaration of Buyer Relationship.....	34
15.15 Disclosure of Buyer Relationships.....	34
15.16 Declaration of Agreements	34
15.17 Offer to Provide Additional Services.....	35
15.18 The Terms of an Offer	35
15.19 Contact with Clients vs. Clients' Agents.....	35
15.20 Terminating Relationship.....	35

15.21	Purpose of these Rules & Regulations.....	35
15.22	False or Misleading Statements	35
Section 16.	Virtual Office Website (VOW).....	35
16.1	Definition	35
16.2	Participant	36
16.3	MLS Listing Information	36
16.4	Registrant	36
16.5	Registrant – Password.....	37
16.6	Registrant – Breach of Security	37
16.7	Registrant – Acceptance of Terms of Use	37
16.8	Participant’s VOW Contact Information	37
16.9	Participants VOW Monitoring Requirements.....	38
16.10	Terms of Use Agreement	38
16.11	Withholding Listings from VOW Display.....	38
16.12	Seller Opt-Out Options	38
16.13	Third Party Use of VOW	38
16.14	Accuracy of Data on VOW not supplied by the MLS	39
16.15	Refreshing VOW Listing Information	39
16.16	Third Party Users of VOW	39
16.17	Participant Privacy Policy Disclaimer	39
16.18	Exclusion of Listing Data from VOW Sites	39
16.19	VOW Displaying MLS Data Required to be Registered with MLS.....	39
16.20	Limitation of Number of VOW Sites Authorized.....	40
Section 17.	Orientation	40

Section 1: Definitions

As used in these Rules and Regulations, the following terms shall have the indicated meanings:

Service:

The purpose of the Service (NEOHREX) is to provide a means by which authorized Participants make blanket unilateral offers of compensation to other Participants belonging to the Service as well as other Participants of REALTOR Multiple Listing Service company's which have established and entered into a similar reciprocal arrangement of its Participants to offer compensation and cooperation to MLS Participant(s) acting as either subagents, buyer agents, or in other agency or non-agency capacities defined by law; by which information is accumulated and disseminated; enable authorized Participants to prepare appraisal and other valuations of real property by which Participants engaging in real estate appraisal contribute to common databases; facilitate the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients and the public.

The service is also a source of statistical and historical record of property use for its membership.

MLS Data:

Shall be defined as either Exclusive Right to Sell or Exclusive Agency Listings entered into the MLS by participating Brokers of the MLS.

Participation:

There shall be two classes of Participants: REALTOR Participants and Non-REALTOR Participants. "Participant" as used in these Rules and Regulations shall refer to both classes of Participants unless otherwise stipulated.

(i) REALTOR Participant

Any REALTOR member of a member Board/Association or any other REALTOR Board/Association, who is a principal, partner, corporate officer, or branch office manager acting on behalf of the principal, without further qualification, shall be eligible to participate in the Service upon agreeing in writing to conform to the Bylaws and the Rules and Regulations and to pay the costs incidental thereto. Only REALTOR Participants and REALTORS affiliated with REALTOR Participants, who are members of one or more member Boards/Associations may vote and hold office in the Service.

(ii) Non-REALTOR Participant

A Non-REALTOR Participant who is a principal, partner, corporate officer, or branch office manager acting on behalf of the principal, shall be eligible to participate in the Service upon agreeing in writing to conform to the Bylaws and the Rules and Regulations thereof and to pay the costs incidental thereto, which costs need not be the same as costs charged to REALTOR Participants. Non-REALTOR Participants must supply evidence satisfactory to the MLS that they have no record of official, unsatisfied sanctions involving unprofessional conduct as a previous member of a REALTOR Board/Association. Non-REALTOR Participants and those affiliated with Non-REALTOR Participants shall not be eligible to vote or hold office in the Service.

(iii) Reciprocal REALTOR Participation

Any Broker who is located outside of the NEOHREX jurisdiction and is a REALTOR member of a Board/Association in the state of Ohio and a member of an MLS is eligible for Reciprocal Membership with NEOHREX.

(iv) Non-REALTOR Reciprocal Participation

A Non-REALTOR Participant is not eligible for Reciprocal membership with NEOHREX.

(v) Appraiser Reciprocal Participation

Appraisers that are located outside of the NEOHREX jurisdiction and is a REALTOR Board/Association member in the state of Ohio, paying dues to their primary MLS, (Primary MLS is determined by your physical business location) are not eligible for reciprocal membership through NEOHREX.

The MLS limits participatory rights to individual principal brokers, or to their firms, and to licensed or certified appraisers, who maintain an office or Internet presence from which they are available to represent real estate sellers, buyers, lessors or lessees or from which they provide appraisal services. For purposes of this paragraph, representation of real estate buyers and sellers does not include making referrals of prospective sellers and buyers to real estate brokers.

Licensure/Certification:

Under no circumstances is any individual or firm, regardless of membership class (see Section 1(a) and (b)), entitled to Service "Membership" or "Participation" unless they hold a current, valid real estate broker's license offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

Information Usage:

Use of information developed by or published by the Service is strictly limited to the activities authorized in 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 the information developed or published by the Service where access to such information is prohibited by law.

Membership Application:

Application for participation shall be made in such manner and form as may be prescribed by the MLS Governing Leadership and made available to any individual qualified for participation under Section 1(b), (i) or (ii). The application form shall contain a signed statement by the applicant agreeing to abide by the Bylaws and other rules, regulations, and policies of the Service that are adopted or amended from time to time.

Participants may discontinue participation in the Service by providing 30 days written notice in advance and may reapply to the Service at any time by making formal application in the manner prescribed for new applicants for participation, provided all past dues and fees are paid in full.

Jackie Hinline

Exclusive Right to Sell Listing Agreement:

Exclusive Right to sell or lease listing agreement means an agency agreement between a seller and broker that meets the requirements set forth in continuing law for written agency agreements that also does both of the following:

- (i) Grants the broker the exclusive right to represent the seller in the sale or lease of the seller's property
- (ii) Provides the broker will be compensated if the broker, the seller, or any other person or entity produces a purchaser or tenant in accordance with the terms specified in the listing agreement or if the property is sold or leased during the term of the listing agreement to anyone other than to specifically exempted persons or entities.

Exclusive Agency Listing Agreement:

Exclusive Agency agreement means an agency agreement between a seller and broker that meets the requirements specified in continuing law for written agency agreements that also does both of the following:

- (i) Grants the broker the exclusive right to represent the seller in the sale or lease of the seller's property;
- (ii) Provides the broker will be compensated if the broker or any other person or entity produces a purchaser or tenant in accordance with the terms specified in the listing agreement or if the property is sold or leased during the term of the listing agreement, unless the property is sold or leased solely through the efforts of the seller or to the specifically exempted persons or entities.

Net Listing:

A Net Listing is a contractual agreement under which a seller(s) or lessor(s) agrees to receive a certain dollar amount for the sale of their property regardless of the sale price. **Net listings will not be accepted in the NEOHREX system.**

Open Listing:

An Open Listing is a contractual agreement under which the listing broker becomes the agent of the seller(s) or lessor(s) and the seller(s) or lessor(s) agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker. **Open listings will not be accepted in the NEOHREX system.**

Listing Input Sheet:

A Listing Input Sheet is the property data form prescribed by the Service to be completed in full by the listing broker giving all pertinent information on the subject property and used to enter the information into the Service's computer system.

Exclusion (Prospect Reservations):

An Exclusion or reserved prospect is an individual or a group of individuals specifically named in the listing agreement in which the seller(s) or lessor(s) reserves the right to sell without payment of a commission if the listing is sold to an excluded or reserved prospect. An Exclusive Right to Sell with Reserved Prospect is a contractual agreement under which the listing broker becomes the agent of the seller(s) or lessor(s), and the seller(s) or lessor(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing

broker, the seller(s) or lessor(s), or anyone else, except that the seller(s) or lessor(s) may name one or more individuals or entities as exemptions in the listing agreement. If such a property is sold to any exempted individual or entity, the seller(s) or lessor(s) is not obligated to pay a commission to the listing broker.

Offer:

The written offer to purchase signed by the prospective buyer, which, if executed by the seller(s) or lessor(s), will constitute a contract of sale.

Contingent Listings:

A listing that has a contract which contains a “contingency” clause that allows the Seller to continue to market, but requires notice to the Buyer before the Seller may void the agreement and enter into another agreement for the sale of the same property. The property status shall be changed to contingent in the MLS.

Pending Listings:

Any listing in the Service which an agreement for sale/purchase has been signed by all parties and does not allow the Seller to enter into another agreement for the sale/purchase of the same property in a first position. The property shall be changed in the MLS to reflect its pending status.

Multiple Listing Service Territorial Jurisdiction:

The areas contained in the NEOHREX system shall be coextensive with the territorial jurisdictions as determined by the MLSs which have entered into an agreement to have their listings comprise the NEOHREX database.

List Date:

The List Date is the effective date or starting date of the term of the Exclusive Right to Sell or Exclusive Agency agreement or, if none is noted, the last seller(s) signature date on the agreement.

Branding/Scraping

Branded Websites refers to the use of marks, logos, icons, content and any other marking on the IDXP website, listing, or any web page, including splash pages of search engines in such a way as to display with utmost certainty the true ownership of the website and listing by IDXP. Websites and/or web pages on which listings shall be displayed and/or any search relating to listings is conducted shall be branded by IDXP in such a way so that the website clearly identifies IDXP as the owner of the listing. The website on which listings are displayed shall not be owned, operated, or used (i) for the benefit of anyone other than the IDXP and (ii) in any way that is inconsistent with the MLSs IDX rules and regulations.

Disclaimer of Internet Data Exchange Participation

Any participating Participant’s website must have some form of disclaimer on its home page and any subsequent page displaying the IDXP’s listing information indicating that these properties marketed through a required icon, link, etc., are properties of IDXP, and are provided by the MLS Internet Data Exchange database.

Jackie Hinline

Fees for Internet Data Exchange Participation

Fees to implement “IDX” (Internet Data Exchange) standard methods for disseminating the data will be at the discretion of the Participating MLS(s) of the NEOHREX system. The Governing Leadership of the participating MLS(s) reserves the right to change the fee structure at such a time they deem it necessary.

Internet Data Exchange Database

Internet Data Exchange database is the current aggregate compilation of all active and contingent exclusive right to sell and/or exclusive agency listings of all “Internet Data Exchange Participants” (IDXP) except those listings where the property seller has opted out of the Service’s publication by so indicating on the listing contract.

Internet Data Exchange Participants (IDXP)

This is a system that will allow Participating Brokers to get exposure of their own listings more effectively through cooperating with other participating brokers through the use of the Internet. This permission is limited to the IDXP’s own branded company website and shall not be shared with any third party.

NOTE: All of NEOHREX Participants will participate in the Internet Data Exchange (IDX) program unless the Participant completes an Opt Out Elective Form and it is placed on file with the participating NEOHREX MLS which the Participant has valid membership in.

Internet Data Exchange

Internet Data Exchange is a means of sharing participating IDXP’s listing information by displaying other IDXP’s listings on their own websites. Participating IDXP’s may participate in Internet Data Exchange without actually having their own website.

Internet Data Exchange Participant Listing Information

Under no circumstances will the IDXP modify, manipulate or deface any, all, or part thereof, of the actual listing information of an IDXP’s data hosted on an IDXP’s website.

Internet Data Exchange Participation - Pre-requisite Requirement

Any broker may participate in Internet Data Exchange as long as he/she has an active real estate brokerage license and is actively engaged in providing services to buyers or sellers in residential real estate transactions.

Prohibited Third Party Scraping of Internet Data Exchange Listing Information

Any Participant displaying the shared database or any portion thereof shall make reasonable efforts to avoid “scraping” of the data by third parties or displaying of that data on any other website.

NOTE: These definitions are provided to facilitate categorization of listings in the Service's compilations. In any area of conflict or inconsistency, state law or regulation takes precedence. These definitions are premised on the existence of agency relationships between seller(s) and lessor(s) and listing brokers. However, if state law permits brokers to list property, on either an exclusive or open basis, without establishing an agency relationship, those listings may not be excluded from the Service's compilations on the basis that the listing broker is not the seller's agent. Submission of such listings must be accompanied by the listing broker's disclosure that the

listing broker is not the agent of the seller(s) or lessor(s) and such status shall be communicated to the other Participants as part of the property data information.

Virtual Office Website

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.

Section 2. Listing Procedures

NOTE: An “Exclusive Right to Sell” listing is the conventional form for listings submitted to the Service in that the seller(s) or lessor(s) authorizes the listing broker to cooperate with and to compensate other brokers.

The Exclusive Agency listing also authorizes the listing broker, as an exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller(s) or lessor(s) the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named "reserved" prospects should be clearly distinguished by a simple designation such as a code or symbol from exclusive agency listings and exclusive right to sell listings with no named "reserved" prospects, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named "reserved" prospects.

2.1 Listings Required

Listings of real property noted in Section 2.1 (a), (b), (c), and (d) which are listed subject to a real estate brokers license, located within the territorial jurisdiction of the Service taken by Participants on an exclusive right to sell agreement or an exclusive agency agreement shall be submitted to the Service and/or entered into the Service's computer system within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) after all necessary signatures of the seller(s) or lessor(s) have been obtained. The list date shall be the starting date of the term of the agreement or, if none, the last seller's signature date on the agreement.

- a) Single-family homes and Condominium Unit(s) for sale or exchange
- b) Vacant lots and acreage zoned residential for sale or exchange
- c) Two-family, three-family, and four-family residential buildings (Multi-Family units) for sale or exchange
- d) All Farm/Agricultural property for sale or exchange

NOTE: When a Participant receives a listing by mail and, it cannot be entered within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) of the List Date, the Participant must submit the envelope or a copy of the same in which it was received, showing the postmark date. The envelope or a copy of the same must be attached to the exclusive agreement copy when submitted to the Service. When such verification is lacking, a penalty shall automatically be assessed for late submission. It is recommended that seller(s) or lessor(s) be requested to date their signatures.

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2.2 Optional Listings

Listings of mobile homes not permanently attached, commercial properties, residential properties for rent, multifamily over four units, vacant land consisting of five or more lots and those properties located outside the Service's territorial jurisdiction which are taken by Participants on an Exclusive Listing Agreement, an Exclusive Agency Agreement, or a Rental Contract will be filed with the Service at the option of the Participant.

If optional listings are submitted and entered into the Service's database, those listings will be subject to MLS Rules and Regulations upon entry.

2.3 Jurisdiction

Only those listings designated in Section 2.1 (a), (b), (c), and (d) located within the jurisdiction of the Service are required to be submitted to the Service. Listings of real or personal property located outside the Service's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service.

If listings outside the Service's jurisdiction are submitted and entered into the Service's database, those listings will be subject to the MLS Rules and Regulations upon entry.

2.4 Participant's Listings

A. Listings filed with the Service shall include the name of the Participant submitting the listing and the name of the Participant's affiliated licensee (listing agent).

NOTE: Properties co-listed by a Participant with someone who is not a Participant of the Service must be submitted on the Participant's listing agreement and the computer information shall indicate showings are to be arranged through an agent of the Participant's office or directly with the seller(s) or lessor(s).

B. Listings entered into the system must reflect the correct list type as authorized by the seller. The MLS accepts Exclusive Right to Sell, Exclusive Agency, and Exclusive Right to Sell with Reserved Prospect. The MLS will accept listings taken by MLS Participants that do not fall into one of the categories as indicated, but they must be reflected in the system as list type "Other." (Remember net and open listings are not permitted in the MLS.)

NOTE: Any Participant reflecting in the system the incorrect List Type of Exclusive Right to Sell when the List Type is really an Exclusive Agency will be assessed an automatic penalty as determined by the MLS(per occurrence) and the MLS staff will withdraw the listing immediately. In addition, any penalties assessed for this violation will not be waivable by attending a Rules and Regulations class as conducted by the MLS in lieu of paying fines.

Continued entry of incorrect List Type in the system by a Participant will result in the Governing Leadership of the MLS in exercising its rights to refer the unethical conduct to the proper member Board/Association for appropriate action in accordance with the Professional Standards Manual established in the Board/Association's Bylaws.

C. Auction listings can be entered into the system by a Participant and must be disclosed as an Auction listing in the service.

2.5 Detail on Listings

All exclusive listings filed with the Service shall contain:

- (a) The statement "This listing may be entered into the MLS by (name of listing broker), subject to the Rules & Regulations of the Service"
- (b) A list date, a definite and final termination or expiration date, and the full gross list price must be stated in the listing contract, unless the property is subject to an auction sale
- (c) The tax amount shown on listings must be the amount of full year taxes shown on the latest available tax duplicate. Any homestead exemption and/or assessments must be reflected in the listing information.
- (d) Every detail that is required as specified on the Listing Input Sheet
- (e) NEOHREX Participants are encouraged, but not required, to include the following statement in their "Listing Agreement": "This listing may be transmitted in part or in full to REALTOR.com, other electronic networks or Internet (World Wide Web) as deemed appropriate by the MLS Participant and the property owner (seller)"
- (f) All listing contracts must include language to the effect that Broker is authorized to enter property in any (1) or more MLS to market the property in publications and websites of Broker's choice

2.6 Agreement Copies

Copies of any Exclusive Right to Sell Agreement and Exclusive Agency Agreement for properties filed with the Service must be submitted to the Service upon the request of the MLS staff, MLS committees, and/or the Governing Leadership of the MLS. Failure to submit the requested documents for properties filed with the Service within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) of the request will result in an automatic penalty for late submission.

2.7 Exempted Listings

If the seller refuses to permit the listing to be disseminated by the Service, or refuses to permit the listing to be disseminated by the Service for a specific amount of time, the Participant may then take the listing as an "office exclusive". Such a listing agreement must be submitted to the Service within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) and accompanied by certification signed by the seller(s) or lessor(s) that he/she does not desire the listing to be disseminated by the Service. MLS staff reserves the right to confirm that the certification has been filed with the Brokerage Firm.

2.8 Changes to Listings

Any changes in list price, and/or dates in the original listing agreement, shall be made only when authorized in writing by the seller(s) or lessor(s). The change shall be made in the Service's computer system within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) of the effective date of the change. Copies of authorizations for such changes must be sent to the

Jackie Hinline

Service within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) upon the request of MLS staff, MLS committees, and/or Governing Leadership of the MLSs.

All status changes including contingent, pending, rented, withdrawn, off market, etc., must be reflected within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) of the change in condition in the Service's system. Copies of the authorization for such changes must be sent to the Service within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) upon the request of MLS staff, MLS committees, and/or Governing Leadership of the MLS.

All active listings that are required to be in a pending or contingent status must be changed within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) of the acceptance date. Failure to change the status within the required 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) will result in an automatic penalty for late entry of status change.

All status changes for closed (sold) listings must be reflected within 30 days of title transfer in the service. Failure to change the status within the required 30 days will result in an automatic penalty for late entry of status change. Copies of authorization for such changes must be sent to the Service within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) upon the request of MLS staff, MLS committees, and/or Governing Leadership of the MLS.

The \$100 penalty for MLS staff to convert a contingent listing that expired to closed status has been eliminated. Instead, if a listing expires in a contingent status and then closes, upon request from the listing broker, within 30 days of title transfer, MLS staff will convert the listing to a closed status at no charge. After 30 days of title transfer there will be a \$50 entry fee charged to the listing Broker for the status change

NOTE I: When a member gets VERBAL approval for a price change or extension on a listing agreement from the seller(s) or lessor(s), they can make the appropriate change in the Service's computer system. The member must obtain seller's written authorization within 10 days of the verbal approval and maintain a copy in their files. If the member fails to submit seller's written authorization to the Service within 72 hours, or 3 days (except Saturdays, Sundays and postal holidays) upon the request of MLS staff, MLS committees, and/or Governing Leadership of the MLS the listing will automatically be withdrawn, and a fine of \$100.00 will be assessed with no warning issued.

NOTE II: The MLS defines the acceptance date as the last date signed or initialed (upon acceptance of the price) on the Sales Contract regardless of the terms of the contract

NOTE III: E-mail Authorization is authorized as written authorization for making changes to the original terms of the agreement (excluding withdrawal and/or release) only if the following applies:

- a) the e-mail notification is sent directly from the seller(s) or lessor(s) email address; and
- b) the details of the change(s) are outlined in the body of the e-mail

Written offers that have been tentatively accepted on a listed property in the MLS by receiving an email notification of acceptance must be placed in a contingent status until all paperwork has been received. Listings cannot remain in an active status. Upon receipt of signed paperwork, and removal of any contingency, listings should then be converted to a pending status.

E-mail notification is not an authorized written authorization for accepting new listing agreements, and/or releasing a listing. When taking any new listing, authorization must be done by obtaining written authorization by the seller(s) or lessor(s).

Email notification for release and/or withdrawal of a listing from the system will be accepted only when the email notification has been signed by the Participant (Broker) indicating approval of the request. If the MLS Participant chooses to designate other personnel within the brokerage firm as an authorized designee(s) the Participant should notify the MLS in writing the designee(s) name(s) to be placed on file with the service.

2.9 Off Market

Listings that cannot be shown until a future date must be entered into the Service's system within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) of the list date and placed in the Off Market status. The listing's Broker Remarks section must disclose the date on which the property can be shown. These listings must be transferred to an Active status on the date that they can first be shown. Listings in an off market status will expire on their original expiration date.

2.10 Withdrawal of Listings

Listings of property may be withdrawn from the Service by the listing Broker before the expiration date of the 'Listing Agreement' provided notice is submitted to the MLS. When a listing is withdrawn it is canceled with the MLS, a copy of the agreement or notice between the Seller and the listing Broker which authorizes or notifies the parties of the withdrawal shall be retained by the listing Broker. This agreement or notice shall be made available to the MLS. A withdrawn listing is regarded as a null and void listing agreement and cannot be reactivated in the Service.

2.11 Cancellation of Listings

Listings of real or personal property may be canceled from the Service by the listing broker before the expiration date of the listing agreement provided notice of such authorization signed by the seller(s) or lessor(s) is placed on file with the listing broker's office. A copy of the authorization must be submitted to the Service within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) upon the request of MLS staff, MLS committees, and/or Governing Leadership of the MLS.

2.12 Applicable Contingencies

Any contingency or special condition in the listing shall be noted in the listing information and disseminated to the Participants. This information should be disseminated to the Participants through the Broker Remarks section in the Service's system.

All contingent listings will expire on their original expiration date. Contingent listings may be extended prior to expiration with the written consent of the seller(s) and/or lessor.

Jackie Hinline

2.13 List Price Specified

The full gross list price stated in the listing agreement will be included in the information published in the Service's compilation of current listings unless the property is subject to auction.

2.14 Listing Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be indicated individually on the listing agreement and on the listing input sheet and entered into the service as indicated on the listing agreement. When part of a listed property has been sold, proper notification of the sale must be given to the Service and the remainder of the listed property must be re-filed.

2.15 Sold Listings

All properties which are to be sold or which may be sold separately must be filed individually. If a purchase contract is obtained before the listing contract expires, and the property sells through that purchase contract, but the original listing is expired in the system, then the listing may be converted to a Sold status. If the listing is in an expired status and should be converted to closed (sold), the selling information must be submitted to the MLS so the listing can be updated accordingly.

Lease – Option: When the option period of a lease-option contract is less than six months, the listing shall be transferred to Sale Pending status with the expiration date extended, if necessary, to cover the period. Should the duration of the option be more than six months, the listing shall be withdrawn and when the option is exercised, the office shall re-enter the property in the computer system.

Retention of Agreements:

Copies of all agreements for properties filed with the Service shall be kept by the participating Broker and made available to the MLS staff upon request.

2.17 No Control of Commission Rates or Fees Charged

The Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services rendered by Participants. Further, the Service shall not fix, control, recommend, suggest, or maintain the division of commission or fees between cooperating Participants or between Participants and non-Participants.

2.18 Expirations

Any listing filed with the Service automatically expires on the date specified in the exclusive agreement unless renewed or extended by the listing broker prior to expiration. If renewal is obtained before the expiration date of the original listing, but not entered into the system before it expires then the Participant may return the listing to an Active status within ten (10) days of expiring in the Service's system and then extend the listing.

Listings that have been expired in the system for longer than ten (10) days but seller's authorization to extend the listing has been obtained are not authorized to be returned to an Active status and extended and a new listing agreement will need to be secured.

If notice of renewal or extension is dated after the expiration date of the original listing, then a new listing agreement must be secured for the property to be filed with the Service. It should

then be submitted as a new listing. Any extension or renewal of a listing must be signed by the seller(s) or lessor(s) and be filed with the Participant.

2.19 Listings of Suspended Participants

When a Participant is suspended from the Service for failure to abide by a membership duty, (i.e. violation of the Code of Ethics, Board/Association Bylaws, MLS Bylaws, MLS Rules & Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the Service by the suspended Participant shall, at the suspended Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the Service beyond the termination date of the listing agreement when the suspension became effective.

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

2.20 Listings of Expelled Participants

When a Participant is expelled from the Service for failure to abide by a membership duty (i.e. violation of the Code of Ethics, Board/Association Bylaws, MLS Bylaws, MLS Rules & Regulations, or other membership obligations except failure to pay appropriate dues fees, or charges) all listings currently filed with the Service shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the Service beyond the termination date of the listing agreement when the expulsion became effective.

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

2.21 Listings of Resigned Participants

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

Section 3. Computer

Jackie Hinline

The MLS shall have a computer service available for the Participant's use in listing, selling and other MLS activities. It is the responsibility of the Participant of the Service to provide the necessary equipment to access the Service.

3.1 Computer Usage

The use of the Service's computer for the input and retrieval of information shall be in accordance with the Rules & Regulations, operating policies and procedures, and the computer instructions published on the listing input sheet and in the Service's computer system user's manual.

(a) The Mail function is for messages to and from MLS Participant's, which concern Service matters or communication on specific transactions. New listings, status changes, extensions, and price changes that already appear on the Hot Sheet are not proper material for Mail Messages and will result in a penalty.

(b) The Open House function shall be used for announcements regarding open houses and tours (broker, public, and company) only

(c) Membership, roundtable, and REALTOR® Board/Association notices shall appear on MLS website under the section entitled Board Function and should not be disseminated to the membership through the mail function of the Service

Participant shall be required to maintain on file with the MLS a current, accurate and active email address at which they may be contacted.

3.2 Property Types / Details

All listings must be entered in the appropriate property type classification, sub property type, and geographic area designated for that purpose within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) of the List Date.

Address Omitted: If the seller requests their address not be made available to the public on IDX/Realtor.com websites, the request must be submitted to the listing broker in writing and made available to the MLS upon request. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other website(s) the listing or property address of consenting seller(s).

Directions: The Direction field must contain nearest cross street or directions that any reasonable, prudent person can use to locate the property. If directions are to a model home or sales office, the Participant must specify this information in the directions field.

Mapping: All listings entered into the Service will automatically be geo-coded for proper mapping of the property location. Intentionally moving the mapping of the property to an improper location regardless of purpose is prohibited.

Profile Sheet: Listings as entered into the Service must be complete in every detail which is ascertainable as specified on the Profile Sheet and made available to MLS staff upon request.

Proper Authorization for Changes: Changes to original "Listing Agreement" shall be made only when authorized in writing, or email authorization, if applicable, and shall be entered into the

Service within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) of receiving the authorization from seller(s) to make the change.

Two Property Types: If a property has been listed in two different property types is sold, one listing must be marked closed and the other listing withdrawn within 30 days of title transferring.

3.3 Non-Computerized Offices

Any Participant choosing not to subscribe to the Service's computer system must still comply with MLS Rules & Regulations. Within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) of listing or making other changes to a listing, the information must be mailed or telephoned by the listing office to the Service. Upon receipt, it will be entered into the Service's computer system by MLS staff or the appropriate staff member of the Board/Association.

Submission of each listing for entry by Non-Computerized Offices shall result in a charge sufficient to pay for such additional service as determined by the MLS and/or the Board/Association.

3.4 Password Use

Participants and Subscribers shall not permit any person to use his or her login name and password. In the event the password of a Participant or Subscriber is used in violation of this section, such Participant or Subscriber shall be liable to MLS for all loss or damage caused by such use and shall be subject to a fine as established by the MLS Governing Leadership for each such entry and other sanctions as provided in the Rules and Regulations. The fact that the Participant or Subscriber did not grant consent to the use of the password shall not be a defense.

3.5 Media / Virtual Tour

Participants and Subscribers providing photos and/or virtual tours on their listings entered into the MLS may only provide interior and/or exterior photos of the property only. No photos of for sale signs, agent portfolio information or contact information can be used or displayed in the media / virtual tour function of the Services' system. Improper use of this function may result in a penalty and the unauthorized photo and/or virtual tour will be removed from the system.

The use of people or persons and/or words on any property photograph submitted to the Service is strictly prohibited.

3.6 Primary Photo

In order to maintain consistency in the Service, primary photo as established is the front view of the property. Any photo set as the primary photo for the property that is not the front view of the property will be removed.

a) Photos are required to be uploaded within 72 hours (excluding Saturday, Sunday and postal holidays) of entering the listing into the system. If a photo is not uploaded within the required timeframe a penalty will be assessed. If the seller chooses not to have a photo displayed in the MLS, the brokerage firm will upload the standard "sellers opt-out" placard within the required timeframe.

Jackie Hinline

If a seller opts out of having a photo uploaded in the MLS, he/she will be required to complete the Seller Opt-Out of Photo portion of the Seller Opt-Out of MLS form and must be submitted to the MLS within 72 hours of the listing date.

Section 4. Selling Procedures

4.1 Showings and Negotiations

Appointments for showings and negotiations with the seller(s) or lessor(s) for purchase of a listed property filed with the Service shall be conducted through the listing broker unless the listing broker gives the cooperating broker specific authority to show and/or negotiate directly.

If after reasonable effort, the cooperating broker cannot contact the listing broker or his/her representative, the cooperating broker may notify the seller(s) or lessor(s) that he/she has an offer and cannot reach the listing broker. However, the listing broker, at his option, may preclude such direct negotiations by the cooperating brokers.

4.2 Property Showings and Information

The listing company must make necessary showing appointments and give requested information to other members.

4.3 Presentation of Offers

The listing broker must make arrangements to present all offers to the seller(s) or lessor(s) as soon as possible or give the cooperating brokers (subagent or buyer's agent) a satisfactory reason for not doing so.

4.4 Submission of Written Offers

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

4.5 Right of Cooperating Brokers in Presenting of Offers

The cooperating broker or his/her representative has the right to participate in the presentation to the seller(s) or lessor(s) 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(s)' or lessor(s) and the listing broker. However, if the seller(s) or lessor(s) gives written instruction 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)'s written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

4.6 Right of Listing Brokers in Presenting Counter Offers

The listing broker or his representative has the right to participate in the presentation of any counter offer made by the seller(s) or lessor(s). He does not have the right to be present at any discussion or evaluation of a counter offer by the purchaser or lessee (except where 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 instruction.

4.7 Reporting Sales to the Service

Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within 30 days after they have occurred. If negotiations were carried on under Section 4.1 hereof the cooperating broker shall report accepted offers to the listing broker within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker.

Note: 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)

Land Contract / Lease Option: When reporting land contract sales or lease purchase agreements as comparable sales, the date of occupancy or possession shall be used as the transfer date and the remarks must indicate when title is to be transferred.

Comparable Only: Any listing entered for comparable purpose in the Service can be filed with the MLS and input within 30 days of the transfer date of a "For Sale By Owner" and Non-Member comparables or 30 days after the sale date for "New Construction" comparables. The Broker's Remark must also identify the listing source as either a comparable entered as a For Sale By Owner, Non-Member or a Builder/Developer, whichever is applicable. In addition, within Broker Remarks, it must also state that this listing is being entered in the Service for comparable purposes only.

Members wishing to include comparable only listings that are outside the authorized 30-day entry timeframe can enter them into the system by paying a fee of \$50. This fee should accompany the required documentation which must be sent to the MLS staff for inclusion of the listing in the MLS.

Sold Before Processing Listings can be entered into the system as long as the purchase agreement is not signed and dated before the listing agreement is signed and dated. However, both the purchase and listing agreements can be signed and dated on the same day. Entry of these listings must be within 72 hours (excluding Saturday, Sunday and postal holidays) of the list date.

NOTE: The listing agreement of a property filed with the Service by the listing broker should include a provision expressly granting the listing broker authority to file the listing with the Service; to provide timely notice of status changes of the listing to the Service; and to provide sales information, including selling price, to the Service upon the sale of the property.

Jackie Hinline

4.8 Reporting Resolutions of Contingencies

The listing broker shall report to the Service within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) that a contingency on file with the Service has been fulfilled, renewed, or the agreement has been canceled.

4.9 Advertising of Listings Filed with the Service

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

4.10 Reporting Cancellation of Pending Sales

The listing broker shall report to the Service within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) the cancellation of any pending sale and the listing shall be reinstated immediately. If releases have not been obtained by both parties, the listing must be placed in a contingent status until the contract is out of terms or the proper releases have been obtained.

Listings that appear in Contingent or Pending status in the system may be moved back to an Active status when purchase agreement becomes null and void, but prior to an executed release, only after receipt by the MLS of written notification that the participant will not hold the MLS responsible for any liability claims that could result from changing the status of the listing in the system without obtaining releases from both the seller and potential buyer. This written notification must be provided by the Participant or the Participant's legal counsel, not the office manager or subscriber to the Service.

Section 5. Prohibitions

5.1 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 Service without prior consent of the listing broker.

5.2 "For Sale" and "Sold" Signs

Only the "For Sale" sign of the listing broker may be placed on a property. 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.

5.3 Solicitation of Listings Filed with the Service

Participants shall not solicit a listing on a property filed with the Service unless such solicitation is consistent with Section 15, Standards of Conduct for MLS Participants.

5.4 Use of "Remarks"

Public Remarks: The Public Remarks section of a listing may be used to provide descriptive information about the property. All information relating to the property for sale shall be "unbranded" (i.e. Brokers, Agents, Mortgage, Title) and shall not be used for contact information, bonus and/or commission information or information regarding the access to the property.

The use of logos, slogans, private access codes, or private showing information is not allowed in the public remarks section. Under no circumstance can the listing remarks reflect any reference to title work. Reminder: all public remarks are subject to state and federal advertising laws and regulations.

Broker Remarks: The Broker Remarks Section of a listing may be used for the following entries: Contact Information (i.e. names and/or telephone numbers) may be reflected; any conditions regarding access to the property; Date the listing is available for showings and will be returned to the Active status; and any contingency or special condition in the listing; and lender name and terms are permitted to be reflected in the broker remarks section.

Short Sale Listing Language: It is recommended to disclose in the Broker's Remarks Section if a listing is subject to short sale approval. If applicable, the following language should be disclosed in the Broker Remark Section "Leader may reduce commission in negotiating a short sale."

5.5 Confidentiality

Any information provided by the 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 or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

5.6 Accuracy

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 or fair housing violations resulting from the information such Participant provide.

5.7 Comparable/Statistical Information

Board/Association members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the Service, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the Service including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of Board/Association members and individuals affiliated with Board/Association members who are also engaged in the real estate business. Comparable and statistical information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm except as otherwise provided in these MLS Rules & Regulations.

Section 6. Compensation

6.1 Compensation Rate

The rate of compensation charged by the listing Participant shall be a matter of determination by the seller(s) or lessor(s) and the listing Participant and is in no way controlled or regulated by the Service.

Jackie Hinline

6.2 Compensation Specified

The listing broker shall specify on each listing filed with the Service the compensation offered to cooperating Participants for their services as subagents or buyer agents in the sale of such listings. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of sale or lease. The listing broker's obligation to compensate any cooperating broker as the procuring cause of 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 the Service 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 which 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.

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different as follows:

- (a) In the appropriate compensation field, the compensation to subagents shall be shown as a percentage of the gross selling price or as a definite dollar amount.
- (b) In the appropriate compensation field, the compensation to buyer agents shall be shown as a percentage of the gross selling price offered or as a definite dollar amount.
- (c) In the appropriate compensation field, the letter "G" shall be used to indicate the existence of a graduated compensation arrangement. In the appropriate compensation field, the letter "D" shall be used to indicate that a dual compensation arrangement exists. In the appropriate compensation field, the letter "B" shall be used to indicate that a Bonus to the Selling Broker exists. The letters "GDB" shall be used if the exclusive listing agreement provides for both graduated and dual compensation rates, as well as the offer of a bonus.
- (d) The total compensation negotiated between the seller(s) or lessor(s) and the listing broker shall not be disclosed in any way through the Service. If the total compensation is disclosed (50/50 split language, etc.) the information will be removed from the Service by the MLS staff.
- (e) Should the listing broker desire to offer any Participant compensation other than the compensation indicated on his/her listing disseminated by the Service, he/she must inform the cooperating broker in writing in advance of submitting an offer to purchase. In such cases, the compensation shall be shown as a percentage of the gross sale price or as a definite dollar amount.
- (f) Bonus Compensation. Any bonus offered to a cooperating broker must be clearly described in the Participant's listing contract, and any conditions which exist which would prevent the payment of the bonus must be fully disclosed.

The bonus must be offered by the Participant (not the owner) as part of the compensation, thus making the Participant responsible for payment of bonuses, upon closing, not the owner. Any conditions or contingencies of the bonus must be clearly disclosed in the “Broker Remarks” section so that all Participants have a clear understanding of what it will take to earn the bonus compensation.

Bonuses may only be offered to “selling agency” or “selling broker” (not selling agent), in accordance with Ohio law, which prohibits payment of commission or compensation to salespeople, except, by their employing broker.

Note: In filing a property with the MLS of a Board 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 field with the Service, the compensation being offered to the other MLS Participant. Specifying the compensation of each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.

6.3 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, an 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.

6.4 Participant as Principal

If a Participant or any licensee including licensed or certified appraisers affiliated with such a Participant has any interest in a property, which is to be disseminated through the Service, that person shall disclose that interest when the listing is filed with the Service and such information shall be disseminated to all Service Participants.

6.5 Participant as Purchaser

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

Section 7. Service Charges

Jackie Hinline

The following service charges for operation of the Service are in effect to defray the costs of the MLS that operates the Service and are subject to change from time to time in the manner prescribed herein.

7.1 Application

The initial fee for participation in the Service shall be established by the Governing Leadership of the MLS that participate in the Service and need not be the same for REALTOR® Participants and Non-REALTOR® Participants. The participation fee (dues) shall be tendered to the MLS with the application for participation. The application of a former Participant who has been expelled, withdrawn, or whose participation has been terminated for any reason whatsoever shall not be accepted unless accompanied by payment in full of all accounts due from the date of termination.

Any member who is called to serve in active military duty has the ability to cancel membership in the Service at the time he/she is called upon and can document this service request. Should this person reapply within one (1) year after his/her military service has expired, he/she will be allowed to reapply without additional cost (application fee) and any amount of prepaid past dues, unearned as a result of his/her cancellation, will be applied to his/her account upon proper reinstatement to the MLS. A copy of discharge documentation will also be required in addition.

Any person who has held membership in the National Association of REALTORS, Realtor-Associate, or a combination of both, for a cumulative period of 40 years in one or more Association of REALTORS is eligible for Honorary status in the MLS. *(Note: You must first be in Emeritus Status with both your local REALTOR board and the National Association of REALTORS (NAR) before obtaining Honorary status with the MLS. To obtain an Emeritus application contact your local REALTOR Board. Once completed, you may submit your application back to your local board and they will seek approval from NAR. NAR approves applications twice a year, at the May mid-year meetings and the November Annual convention. Your local board will notify you once you have been approved by NAR for Emeritus status.)*

7.2 Dues and Fees

The Governing Leadership of the MLS that participates in the Service shall establish dues/fees to be paid periodically by its Participants, and dues/fees need not be the same for REALTOR® Participants and Non-REALTOR® Participants. Such dues and fees may not, however, exceed the reasonable needs of the Service. Billing for dues and certain fees shall be paid semi-annually in advance and are non-refundable. The amount may be altered from time to time as deemed necessary. There will be a non-sufficient funds charge assessed on any checks returned. This fee may be altered from time to time as deemed necessary.

In order to maintain REALTOR® membership with the MLS, Participants must maintain REALTOR® membership with their Board/Association. If REALTOR® membership is not met with their Board/Association; the Participant may be notified by their MLS of their pending suspension in the Service due to non member status with their Board/Association.

REALTOR® Participants and Non-REALTOR Participants whose membership has been terminated or suspended for any reason, except for termination for non-payment of service fees and/or charges, shall be reinstated without an application fee if reinstatement is made within one (1) year of the date of termination or suspension. After one (1) year, the full application fee and application for membership are required in the same manner as prescribed for new members.

(a) Dues

Each real estate licensee and state-certified real estate appraiser, both general and residential, state-licensed residential real estate appraiser affiliated with that Participant shall be charged dues. The Participant is ultimately responsible for the payment of all dues and fees associated with his/her participating office(s).

NOTE: Appraiser Assistant will be billed as an Unlicensed Personal Assistant and shall be billed for semi-annually in advance and are non-refundable.

(b) Dues Waiver

A waiver of dues will be permitted if the real estate licensee or appraiser is affiliated with an MLS or Board/Association that is outside the territorial jurisdiction of the Service.

However, in the event a waived licensee obtains a listing within the Service's territorial jurisdiction, that listing must be submitted to the Service and/or entered into the Service's computer system per Section 2.1 of these rules and that licensee's waiver is null and void. Furthermore, that licensee will receive a bill from the MLS for a pro-rated portion of the semi-annual dues period in which this situation occurs.

(c) Pro-ration Policy

The Pro-ration Policy is as follows:

Dues will be assessed semi-annually, in advance, on March 1 and September 1. Dues will be pro-rated on a quarterly basis, in advance, on June 1 and December 1 for Participants and their affiliated licensee(s) not already appearing on Participant's roster at the beginning of the semi-annual billing period. Charges will be owed for the entire semi-annual period in which services are discontinued.

All remaining fees will begin with the initiation into the Service.

7.3 Assessments

Special assessments against Participants may be levied in addition to any regular dues. If a special assessment is proposed to be levied equally against all REALTOR® and Non-REALTOR® Participants, it shall require the affirmative vote of a majority of the REALTOR® Participants. If a special assessment is proposed to be levied in any manner other than equally against all Participants, then for purpose of voting on such an assessment, REALTOR® Participants shall be entitled to cast a number of votes, which is equal to the portion of the special assessment proposed to be levied against the Participant. For example, if the assessment were proposed to be levied on an office basis, then each REALTOR® Participant would have the number of votes equal to his number of offices. Such an assessment shall require an affirmative response of a majority of the votes eligible to be cast on the question.

Section 8. Enforcement of Rules or Disputes

8.1 Complaints

The Governing Leadership of the MLS shall give consideration to all written complaints from Participants concerning a violation of the MLS Rules & Regulations.

Jackie Hinline

8.2 Sanctions

Except as provided in Section 9 herein, if the alleged offense is a violation of MLS Rules & Regulations and does not involve a charge of alleged violation of one or more of the provisions of Sections 14 and 15 of the MLS Rules & Regulations or a request for arbitration, it may be considered by the Governing Leadership of the MLS. If a violation is determined, the Governing Leadership of the MLS may direct the imposition of sanction, provided the recipient of such sanction may appeal it to the Professional Standards Committee of the member Board/Association to which the REALTOR® Participant is a member.

If a Participant is not a member of a member Board/Association, then during their membership to the Service, the Participant will designate a member Board/Association to be used for resolving disputes and in which the Participant has appeal rights. Any dispute involving the aforementioned Participant shall be referred to the Grievance Committee of the designated member Board/Association. All processing must take place in accordance with the Professional Standards procedures of said member Board/Association. (Sanctions under this section may include fines not to exceed \$1,000.00 and suspensions not to exceed 30 days.)

A pattern of repeated violations of the Rules & Regulations may constitute unethical practice and the Participant may be subject to investigation by the Grievance Committee of the Participant's member Board/Association or the member Board/Association through which the Participant is participating in the Service upon the request of the MLS Governing Leadership.

8.3 Unethical Conduct

All other complaints of unethical conduct shall be referred by the Governing Leadership of the MLS the Participant has membership in, to the proper member Board/Association of REALTORS® for appropriate action in accordance with the Professional Standards Manual established in the Board/Association's Bylaws. A representative of the Service will present the complaint(s) to the proper member Board/Association.

Section 9. Penalties

9.1 Rules Compliance – 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 violation 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) probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year

- g) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years

The following action may be taken for non-compliance with the rules:

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

9.2 Second Offenses

Failure to make required changes upon receipt of a penalty shall be considered a second offense and a second penalty for the infraction shall be assessed. On the third notification of a violation, computer service for the violating office shall be suspended until the violation is corrected and the penalty is paid.

9.3 Appealing Penalties

Participants shall have the right to appeal any penalty pursuant to Section 9 to their Governing Leadership, provided such appeal must be received in writing within 20 days of receipt of the penalty notice. The MLS staff will review all appeals initially and their decision(s) will be recommended to the Governing Leadership of the MLS for final evaluation.

The decision of the Governing Leadership of the MLS shall be final, except that the Participant shall have the right to request a hearing before the Professional Standards Committee of the Participant's designated member Board/Association. However, such a request must be based solely on the grounds that the MLS Governing Leadership has abused its discretion in affirming the penalty. A representative officer from the MLS will represent the MLS at such hearing(s).

Participants wishing to take the Rules and Regulations class in lieu of paying fines may do so. However, Participants and/or subscribers can only waive one penalty, per calendar year, per Participant and/or subscriber through their attendance at a rules class. Members wishing to attend the Rules class in lieu of paying fines must sign up and take the class within 30 days of the date of the penalty notice.

Support staff members are encouraged to take the Rules and Regulations class for educational purposes but cannot attend the class in lieu of paying fines.

Penalties incurred that are assessed under Section 9.4 cannot be waived by attending a class offering of the MLS.

9.4 Abuse of Notification of Reporting Entry Problems

If the MLS staff is able to assess that a Participant is leaving incorrect information or improper entries in the system by abusing the system structure for notifying Participants of improper entries in the system, the MLS staff reserves the right to waive the requirement of forwarding one, or two mail messages, (whichever is applicable) to that Participant's office.

Jackie Hinline

In lieu of the mail messages being sent through the system, one courtesy telephone call will be placed and correction must be made by 5:00 p.m. the same day the courtesy telephone call is placed. If the Participant does not make the correction by the specified time, a penalty in the amount as established by the MLS, will automatically be assessed and the MLS staff will remove the incorrect or improper information as reflected in the listing information being disseminated to the membership.

If the Participant continues to abuse the system structure, a telephone call will be placed to that office's responsible party and /or an automatic penalty in the amount as established by the MLS will be assessed for deliberate abuse of the notification function of reporting entry problems as established by the MLS.

Section 10. Ownership of Compilations* and Copyrights

10.1 Authorization

A. By the act of submission of any property listing data to the Service, the Participant represents that he/she has been authorized to grant and also does grant authority to the MLS for the Service to include the property listing data in its copyrighted compilation and also in any statistical report on "Comparables." Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

B. Any use beyond the existing rule as authorized in Section 10, Sub-section 1, regarding property listing data submitted to the Service requires the permission of the listing Broker.

10.2 Copyright

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

*The term compilation, as used in Sections 10 and 11 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. Use of Copyrighted MLS Compilations

11.1 Distribution

Participants shall at all times maintain control over and responsibility for each copy of any compilation leased to them by the Service, and shall not distribute any such copies to persons other than persons who are affiliated with such Participants as licensees. Use of information developed by or published by the Service is strictly limited to the activities authorized under a Participant's licensure 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 the Service where access to such information is prohibited by law.

11.2 Display

Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the 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 compilations.

11.3 Reproduction

Participants and those affiliated as licensees with such Participants, shall not reproduce any compilation or any portion thereof except in the following limited circumstances:

Participants, and those persons affiliated as licensees with such Participants, may reproduce from the compilation and distribute to prospective purchasers, a reasonable* number of single copies of property listing data contained in the compilation which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants, and those persons affiliated as licensees with such Participants, be interested. Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data 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 data or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

Any Service 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 an estimate of value on a particular property for a particular client. However, only such information that the Service has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules & Regulations.

*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 should 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 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.

Jackie Hinline

Section 12. Limitations on Use of the Service's Information /IDX

Use of information from the Service compilation of current listing information from participating Board/Association's "Statistical Report," from any "sold", "comparable" report of a participating Board/Association or the Service for public mass media advertising by the Service, or in other public representations may not be prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Board/Association or the Service 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 Board/Association of REALTORS[®] (alternatively, from the Service) for the period (date) through (date)."

12.1 Internet Data Exchange Definition

Internet Data Exchange (IDX) affords MLS Participants the option of authorizing display of their listings on other participant's Internet websites

12.2 Internet Data Exchange Authorization

Participants' consent for display of their active 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 or frame the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

12.3 Internet Data Exchange Database

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, type of property (e.g. condominiums, cooperatives, single family, etc.) or cooperative compensation offered by listing brokers, type of listing (e.g. exclusive right to sell, exclusive agency, or open listing) or the level of service provided by the listing firm. Selection of listings to be displayed on an IDX site must be independently made by each Participant.

Except as provided in these rules, an IDX site or a participant or user operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.

12.4 Internet Data Exchange Database Participants

Participation in IDX is available to all MLS Participants engaged in real estate brokerage who consent to display of their listings by other participants.

Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

Agents will not have the ability to have the IDX database displayed on their own personal website(s). However, those agents working with a participant of Internet Data Exchange may have access to the IDX database only through the permission of his or her broker. Upon approval of the broker, agents may have access to the IDX database by adding a hyperlink button to his or her own personal website page which will direct the viewer back to their broker's website which contains the IDX database information. No IDX data will be fed directly to an agent's website by the MLS.

The right to republish all or a portion of the reciprocity database on Participant's website and the right to use IDX database shall immediately terminate in case of breach of Section 12 of these Rules and Regulations by IDXP or Vendor or breach of any provisions contained in IDX Agreement by vendor.

12.5 Display of Participant's Information on Participant's Site

Any form of display, brief or thumbnail of the Participant's listing information, cannot disclose any contractual information or branding of the IDXP who owns the website or any of its agents.

A thumbnail display may only include the text data about the listing property, a photo of the property, the required standard NAR MLS logo icon and any buttons providing links for other information.

12.6 Listings Reflected in the IDX Database

All listings of real or personal property which are listed subject to a real estate brokers license, published in the MLS database, taken by IDX Participant's on an exclusive right to sell agreement or an exclusive agency agreement shall be included in the IDX database.

Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible websites of VOWs) shall not be accessible via IDX sites.

The following property types will comprise the IDX database:

Single-family homes for sale or exchange

Condominium units for sale or exchange

Vacant lots and acreage zoned residential for sale or exchange

Two-family, three-family, and four-family residential buildings (Multi-Family units) for sale or exchange

12.7 Standard NAR MLS Logo Used for IDX Database

The standard NAR MLS logo will be the approved icon used to signify that the information is being provided by the MLS IDX database.

Jackie Hinline

12.8 Required Disclaimer for Listings in the IDX Database

Any IDXP's website must display some form of disclaimer on its home page and any subsequent page displaying IDXP's listing information indicating that the information is being provided through the MLS IDX database.

Under no circumstances are the IDXP's listings allowed to be displayed on an IDXP's website without clearly displaying the disclaimer that "Information Deemed Reliable But Not Guaranteed."

Any search result identifying another IDXP's listing in a brief or thumbnail format shall bear the required standard NAR MLS logo icon. This logo must be displayed immediately adjacent to the property information and meet the required specifications of size. By displaying this required icon immediately adjacent to the property, this informs the user this information is being provided through the MLS IDX database.

12.9 Required Disclosures

When displaying listing content, a participant's or user's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

These disclosures are required:

1. Explanation of Data Source:

Under NEOHREX Rules and Regulations an IDXP's website must display a disclosure indicating the source of Internet Data Exchange database data on that site. The following disclosure, appearing alongside the standard NAR MLS logo for Internet Data Exchange will satisfy this requirement:

"The data relating to real estate for sale on this website comes in part from the Internet Data Exchange program of NEOHREX. Real estate listings held by brokerage firms other than (insert your firm's name here) are marked with the Internet Data Exchange logo and detailed information about them includes the name of the listing broker(s)."

2. Accuracy disclaimer on other IDX Listings:

Under NEOHREX Rules and Regulations, an IDXP's website must display a disclosure indicating that data from other IDXP's is "deemed reliable but not guaranteed." Any similar language indicating both that the listing broker believes the data provided to be accurate but that it does not guarantee the data will be acceptable as an alternative.

Additional recommended disclosures:

Any IDXP choosing to display less than the entire IDX database, should place a disclosure on their website stating that the IDXP is using only a part or portion of the available IDX database data. A recommended disclosure is listed below:

"(IDXP firm name) participates in NEOHREX IDX program, allowing us to display other IDXP's listings on our website. However, (the IDXP firm name) displays only (listings in Cuyahoga County) (only condominium listings), (with list prices above \$500,000.)"

"(IDXP firm name) does not display the entire NEOHREX IDX database on this website. The listings of some real estate brokerage firms have been excluded."

Two example disclosures are listed below:

“This data is updated weekly on (Saturday) nights. Some properties which appear for sale on this website may subsequently have sold and may no longer be available;” or

“This data up-to-date as of (fill in the update date here). For the most current information, contact (IDX’s firm name, phone number, and e-mail address).”

12.10 IDX Listing Modifications

Participants shall not modify or manipulate information relating to other participants’ listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

An IDXP can do anything they want (consistent with the Code of Ethics and applicable state law) with data relating to their own listings.

Participants must refresh all MLS downloads and refresh all MLS data as least once every three (3) days.

12.11 Information Corrections on Internet Data Exchange Participant’s Website

An IDXP must make correction(s) to their website within 48 hours, or 2 days (except Saturdays, Sundays, and postal holidays) if the MLS determines that their site is in violation of the MLS Rules and Regulations. The MLS reserves the right to discontinue the data feed they receive without further notice if they do not comply with this requirement. (An IDXP may be subject to fines from the MLS for non-compliance.)

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 displayed on the IDX site. 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. (Adopted 11/09)

12.12 Branding/Scraping

MLS participants may not use IDX-provided listings for any purpose other than display on their websites. This does not require participants to prevent indexing of IDX listings by recognized search engines.

12.13 Third Party Users

Any IDXP using a third party to develop or design their website will have a written agreement with that third party vendor that any unauthorized use of the information is a serious violation of copyright law and appropriate legal action will be taken by the MLS for each such violation.

Jackie Hinline

Any IDX site 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, shall disable or discontinue either or both of those features as to 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 participants' websites. Except for the foregoing and subject to Section 12.13, a participant's IDX site may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 11/09)

12.14 Non-MLS Listings on Subscriber Website

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

If an IDXP takes listings that are classified required property types from consumers but does not put them into the MLS system they cannot appear on any thumbnail display or as part of any search results with Internet Data Exchange data. However, Participants taking listings that are not classified required property types from consumers and does not put them into the MLS system can appear on any thumbnail display or as part of any search results with Internet Data Exchange data.

12.15 Abuse of Internet Data Exchange Data

The MLS will monitor IDXP's websites using the Internet Data Exchange data. The MLS will also monitor other real estate websites. If the MLS finds that an IDXP is misusing data, that IDXP will be notified of the wrongdoing and required to correct the problem. If the IDXP fails to correct the problem, he or she will be fined and possibly suspended from the MLS.

Participant agrees to promptly notify the MLS in writing of any infringement or suspected infringement involving the IDX database or listings by vendors. Participant agrees to cooperate fully with the MLS in case of any action taken by the MLS against the vendor (i) to protect the misuse of IDX database or listings by vendor, or (ii) in case of breach of IDX Agreement or breach of the Rules and Regulations by the vendor.

12.16 Removal of Internet Data Exchange Participants Listings

Any IDXP who is not an active Participant of the MLS will no longer be eligible to receive data feed under the IDX agreement. Additionally, all IDX data contained on the IDXP's website must be removed within 72 hours, or 3 days, (except Saturday, Sundays, and postal holidays

12.17 Display of Sold Data on IDX Sites

The MLS will supply six months of comparable data (sold) to the IDX Participants and authorized website(s) to be displayed at their discretion. The listing data content to be included in the listing feed will be comprised and limited to public information and data fields approved by the MLS leadership; and may change from time to time as deemed necessary.

12.18 Advertising/Co-branding

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 13. Changes in Rules & Regulations

Changes in Rules & Regulations of the Service may be made by a majority vote of the members of the Governing Leadership of the MLS.

Section 14. Arbitration of Disputes

By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS' Participants in different firms arising out of their relationships as MLS Participants subject to the following qualifications:

(a) If all disputants are members of the same member Board/Association, or have designated the same member Board/Association as the member Board/Association through which they are participating in the Service, or if they have their principal place of business within the same member Board/Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that member Board/Association.

(b) If the disputants are members of different Boards/Associations of REALTORS[®], or have designated different member Boards/Associations as the member Board/Association through which they are participating in the Service, then they shall submit to arbitration which shall be conducted in accordance with the existing interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the National Association of REALTORS[®]. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board/Association of REALTORS[®].

Section 15. Standards of Conduct for MLS Participants

15.1 Practices of the Participants

Participants shall not engage in any practice or take any action inconsistent with the agency or other exclusive relationship recognized by law that other Participants have with clients.

15.2 Property Signs

Signs giving notice of a property for sale, rent, lease, or exchange shall not be placed on a property without consent of the seller(s) or lessor(s).

15.3 Extending Cooperation

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

Jackie Hinline

15.4 Solicitation of Other Broker's Listings

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

15.5 Soliciting Buyer/Tenant Agreements

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

15.6 Prospect Referral

Participants shall not use information obtained by them from the listing broker, through offers to cooperate received through the Service or other sources authorized by the listing broker, for the purpose of creating a referral prospect to a third broker, or for creating a buyer/tenant prospect unless such use is authorized by the listing broker.

15.7 Expiration of Agreements

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

15.8 Retaining Clients

The fact that a client has retained a Participant as an agent or in another exclusive relationship in one or more past transactions does not preclude other Participants from seeking such former client's future business.

15.9 Contractual Relations

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

15.10 Contract with Clients with Existing Agreements

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

15.11 Cooperating Compensation

In cooperative transactions, Participants shall compensate cooperating Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales

licensees employed by or affiliated with other Participants without the prior express knowledge and consent of the cooperating broker.

15.12 Advertising of Services to Prospective Clients

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

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, or another information service as having exclusively listed their property with another Participant; and

Mail or other forms of written solicitations of prospective clients whose properties are exclusively listed with another Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information intended to foster cooperation with Participants.

15.13 Determination of Existing Agreements

Participants, prior to entering into an agency agreement or other exclusive relationship, have an affirmative obligation to make reasonable efforts to determine whether the client is subject to a current, valid exclusive agreement to provide the same type of real estate service.

15.14 Declaration of Buyer Relationship

Participants, acting as agents of, or in another relationship with, buyer(s) or tenant(s), shall disclose that relationship to the seller(s)/lessor(s)'s agent or broker at first contact and shall provide written confirmation of that disclosure to the seller's/lessor(s)'s agent or broker no later than at the execution of a purchase agreement or lease.

15.15 Disclosure of Buyer Relationships

On unlisted properties, Participants acting as buyer/tenant agents or brokers shall disclose that relationship to the seller(s)/lessor(s) at first contact for that client and shall provide written confirmation of such disclosure to the seller/lessor no later than at the execution of any purchase or lease agreement.

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

15.16 Declaration of Agreements

Participants, acting as agents or brokers of seller(s)/lessor(s) or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practical, and shall provide written

Jackie Hinline

confirmation of such disclosure to buyers/tenants no later than at the execution of any purchase or lease agreement.

15.17 Offer to Provide Additional Services

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

15.18 The Terms of an Offer

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

15.19 Contact with Clients vs. Clients' Agents

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

15.20 Terminating Relationship

Participants, users, and subscribers, prior to or after terminating their relationship with their current firm, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assign ability of exclusive agreements.

15.21 Purpose of these Rules & Regulations

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

15.22 False or Misleading Statements

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

Section 16. Virtual Office Website (VOW)

Definition

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.

Participant

As used in Section 16 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 VOWs, whether operated by a Participant, by a non-principle broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

- A. **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 operations a VOW).
- B. **Non-Principle broker or Sales licensee** - that is affiliated with a Participant, may, with the Participant’s consent, operate a VOW or have a VOW operated on its behalf by an AVP. Such a VOW is subject to the Participant’s supervision and accountability and the terms of this policy.

MLS Listing Information

As used in Section 16 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by the Participant’s to the MLS and aggregated and distributed by the MLS to Participants.

- 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) A Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or services in addition to VOWs (including the Internet Data Exchange (“IDX”) function).
- c) A Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW
- d) Except as permitted, MLSs may not adopt rules or regulations that conflict with this policy or that otherwise restrict the operation of VOWs by Participants

Registrant

A Participant may provide brokerage services via a VOW that include making MLS active listing data available, but only to consumers with whom the Participant has first established a lawful consumer-broker relationship, 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 “agreement(s).

Jackie Hinline

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 obtain the name of, and a valid email address for, each Registrant. The Participant must send an email 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 email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use
- ii. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password

Registrant – Password

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, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.

Registrant – Breach of Security

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, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS provide an audit trail of activity by any such Registrant.

Registrant – Acceptance of Terms of Use

The Participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a, “Term of Use” provision that provides at least the following:

- i) The Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- ii) All information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
- iii) 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) 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 party;
- v) The Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database.

Participant’s VOW Contact Information

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.

Participants VOW Monitoring Requirements

A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use 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.

16.10 Terms of Use Agreement

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.

The Term 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.

16.11 Withholding Listings from VOW Display

A Participant's VOW shall not display 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 email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

16.12 Seller Opt-Out Options

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 indicates the Seller Opt-Out option that is applicable.

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

16.13 Third Party Use of VOW

A Participant's VOW may allow third-parties to:

Jackie Hinline

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

Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described above 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 Participant's websites. Subject to the foregoing and to Section 16.14, 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."

16.14 Accuracy of Data on VOW not supplied by the MLS

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 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.

16.15 Refreshing VOW Listing Information

Participants operating a VOW shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

16.16 Third Party Users of VOW

Except as provided in the National Association of REALTORS® VOW Policy, or any other applicable MLS Rules and Regulations, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

16.17 Participant Privacy Policy Disclaimer

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.

16.18 Exclusion of Listing Data from VOW Sites

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

16.19 VOW Displaying MLS Data Required to be Registered with MLS

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 National

Association of REALTORS® VOW Policy and any other application MLS Rules and Regulations that may apply.

16.20 Limitation of Number of VOW Sites Authorized

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

Section 17. Orientation

Any applicant for Participation and any licensee affiliated with a 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 MLS Rules & Regulations and computer training related to MLS information entry and retrieval and the operation of the Service within thirty (30) days of access being provided.

Any new MLS Participants or Subscribers failing to complete the orientation within ninth (90) days after access has been provided as required by Section 17 will result in being fined and suspension of service to said Participant or Subscriber’s MLS access until payment of fine and completion of Orientation. After 30 days, if orientation is not completed, another fine will be administered. The member will have 10 days to complete orientation and if orientation is not completed at that time, the member will be terminated.

Jackie Hinline

INDEX

Abuse of Internet Data Exchange Data	31	Detail on Listings	8
Accuracy	18	Determination of Existing Agreements	34
Accuracy of Data on VOW not supplied by the MLS	39	Disclaimer of Internet Data Exchange Participation	5
Advertising of Listings Filed with the Service	16	Disclosure of Buyer Relationships	34
Advertising of Services to Prospective Clients	33	Display	25
Agreement Copies	8	Display of Participant's Information	28
Appealing Penalties	24	Distribution	25
Applicable Contingencies	11	Dual Compensation	19
Application	2, 20	Dues	3, 12, 21
Arbitration of Disputes	32	Dues Waiver	21
Assessments	8, 22	Enforcement of Rules	22
Authorization	9, 25	Exclusion (Prospect Reservations)	4, 6
Bonus Compensation	19	Exclusion of Listing Data from VOW Sites	39
Branding/Scraping	4	Exclusive Agency Listing	6
Branding/Scraping	30	Exclusive Agency Listing Agreement	3
Cancellation of Listings	10	Exclusive Right to Sell Listing Agreement	3
Changes in Rules & Regulations	31	Exempted Listings	9
Changes to Listings	9	Expiration of Agreements	33
Commercial Properties	7	Expirations	12
Commission Rates or Fees	11	Extending Cooperation	32
Comparable/Statistical Information	18	Extensions	9
Comparables	25, 26	False or Misleading Statements	35
Compensation	2, 32, 34	Fees	21, 35
Compensation Rate	18	Fees for Internet Data Exchange Participation	5
Compensation Specified	18	For Sale" and "Sold" Signs	17
Compilation	25	Geographic Area	13
Complaints	22	Graduated Compensation	19
Computer	4	Information for Participants Only	17
Confidentiality	18	Information Usage	2
Contact with Clients vs. Clients' Agents	35	Internet Data Exchange	5
Contingent Listings	4	Internet Data Exchange Authorization	27
Contract with Clients -Existing Agreements	33	Internet Data Exchange Database	5, 27
Contractual Relations	33	Internet Data Exchange Database Participants	27
Cooperating Compensation	33	Internet Data Exchange Definition	27
Copyright	25	Internet Data Exchange Participant Listing Information	5
Corrections on Internet Data Exchange Participants Website	30	Internet Data Exchange Participant(s)	5
Declaration of Agreements	34	Internet Data Exchange Participation - Pre-requisite Requirement	5
Declaration of Buyer Relationship	34		
Definition	35		

Jurisdiction.....	7	Password Use	14
Licensure.....	2	Pending Listings.....	4
Limitation of Number of VOW Sites		Practices of the Participant’s.....	32
Authorized.....	39	Presentation of Offers	15
Limitations on Use of the Service's		Prohibited Third Party Scraping	6
Information /IDX	26	Property Showings and Information ...	15
List Date.....	4	Property Signs.....	32
List Price Requirement	11	Property Types	13
Listing Input Sheet.....	3	Proration Policy	22
Listing Multiple Unit Properties	11	Prospect Referral.....	33
Listing Procedures	6	Reciprocity Listing Modifications	30
Listings of Expelled Participants	12	Refreshing VOW Listing Information	39
Listings of Resigned Participants.....	13	Registrant	36
Listings of Suspended Participants	12	Registrant – Acceptance of Terms of	
Listings Reflected in the Reciprocity		Use	37
Database.....	28	Registrant – Breach of Security	37
Listings Required.....	6	Registrant – Password.....	37
Mail Function.....	13	Removal of Internet Data Exchange	
Media / Virtual Tour	14	Participants Listings.....	31
MLS Data.....	1	Reporting Cancellations - Pending Sales	
MLS Listing Information	36	16
Net Listings.....	3	Reporting Resolutions of Contingencies	
Non-Computerized Offices.....	14	16
Non-MLS Listings on Subscriber		Reporting Sales	16
Website	31	Reproduction.....	25
NORMLS logo for Reciprocity Database		Required Disclaimer for Reciprocity	
.....	28	Database.....	28
Off Market	10	Required Disclosures	29
Offer.....	4	Retaining Clients.....	33
Offer to Provide Additional Services..	34	Retention of Agreements	11
Office Roster.....	22	Right of Cooperatin Brokers - Presenting	
Open House Function	13	15
Open Listings	3	Right of Listing Brokers - Counter	
Optional Listings.....	7	Offers	15
Orientation	40	Sanctions.....	22
Participant .. 1, 2, 5, 6, 7, 8, 9, 10, 12, 13,		Second Offenses.....	24
14, 16, 17, 18, 19, 20, 21, 22, 23, 24,		Seller Opt-Out Options	38
25, 26, 27, 28, 30, 31, 32, 33, 34, 35,		Service.....	1
36, 37, 38, 39, 40		Showings and Negotiations.....	15
Participant as Principal	20	Sold Listings	11, 13
Participant as Purchaser	20	Solicitation of Listings Filed with the	
Participant Privacy Policy Disclaimer	39	Service.....	17
Participant’s VOW Contact Information		Solicitation of Other Broker’s Listings	32
.....	37	Soliciting Buyer/Tenant Agreements..	33
Participant's Listings	7	Status Changes	9
Participants VOW Monitoring		Submission of Written Offers	15
Requirements	38	Terminating Relationship.....	35
Participation	1	Terms of Use Agreement	38

Territorial Jurisdiction	4	Verbals	9
The Terms of an Offer	35	VOW Displaying MLS Data Required to be Registered with MLS	40
Third Party Use of VOW	38	Withdrawal of Listings	10
Third Party Users	30	Withholding Listings from VOW Display	38
Third Party Users of VOW	39		
Use of "Remarks"	17		
Variable Rate Compensation	20		

