

**MULTIPLE LISTING RULES, REGULATIONS, POLICIES AND PROCEDURES**

**WEST CENTRAL ASSOCIATION OF REALTORS®**

**Revised June 1, 2022 v.2**

## MULTIPLE LISTING SERVICE RULES AND REGULATIONS

### LISTING PROCEDURES

**Section 1: Listing Procedures:** Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, located within the territorial jurisdiction of the multiple listing service [also known as "service"], and are taken by participants on exclusive right to sell or exclusive agency shall be input to the multiple listing service within twenty-four (24) hours except weekends and federal holidays whereby the listing is to be entered the following business day from the date all signatures are obtained unless proper documentation (such as for an exempt under Section 1.3 Exempt Listings of the MLS Rules and Regulations) has been submitted to the MLS. (Amended 11/2001) (Amended 06/2022)

- a. Single family homes for sale or exchange.
- b. Vacant lots and acreage (up to 10 acres and including farms up to 10 acres) for sale or exchange.
- c. Two-family, three-family, and four-family residential buildings for sale or exchange
- d. Mobile homes

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

1. may reserve the right to refuse to accept a listing form that fails to adequately protect the interest of the public and the participants
2. assure that no listing form filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller; lessee or lessor). The multiple listing service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other participants of the multiple listing service acting as subagents, buyer agents, or both. (Amended 11/1996) The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. (Amended 11/1996)
3. The different types of listing agreements include:
  - a. exclusive right to sell
  - b. exclusive agency
  - c. open
  - d. net

The service **will not** accept **net** listings because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. (Amended 04/1992)

The **exclusive right to sell** listing is the conventional form of listing submitted to the multiple listing service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. (Amended 04/1992)

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations. (Amended 04/1992)

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

be handled outside the multiple listing service.

**Note 3:** A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Adopted 11/1992) (M)

**Section 1.01 Clear Cooperation:** Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the public. (Adopted 11/2019) (M)

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

**Section 1.1: Types of Properties:** The following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service at the participant's option provided, however, that any listing submitted is entered into within the scope of the participant's licensure as a real estate broker: (Amended 11/1991) (O)

1. Residential
2. Residential Income
3. Subdivided Vacant Lot
4. Land, Ranch and Farm
5. Business Opportunity
6. Motel-Hotel
7. Mobile Homes
8. Mobile Home Parks
9. Commercial Income
10. Industrial

**Section 1.1.1: Listings Subject to Rules and Regulations of the Service:** Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s). (R)

**Section 1.12 Service Area:** Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a participant but cannot be required by the service. (Amended 11/2017) (M)

**Section 1.2: Detail on Listings Filed with the Service:** The listing agreement or property data form for active listings, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as required fields on the property data form plus at least one exterior photograph of property, property disclosures or exempt form, where required, added within twenty-four (24) hours except weekend and federal holidays whereby the photo and disclosures/exempt form is to be added the following business day once listing is active. If seller declines a photograph, listing broker shall obtain a written release signed by the seller and forward this release to the Service. (Amended 06/2022) (R)

**Section 1.2.0: Names,** phone numbers, website addresses, company slogans or any language or code that implies identification of a company or individual shall not appear in the public remarks section of listings or on photos of listings. All data fields are to be populated only with that data field's requested information.

**Section 1.2.01: Display of Photos:** All MLS photos on the system must reflect real property for sale as the prominent subject matter.

- a. Photos provided or taken for the MLS database shall be as follows:
  1. Residential and Multi-Family: current view(s) of the property for sale, lease, or exchange or sketches (renderings)

2. Farm/Land, Industrial, and Commercial: Current view(s) of the property taken at the time of listing for sale, lease, or exchange; aerial views/maps, or sketches (renderings)
- b. Photos provided or taken for the MLS database shall have no enhancements such as but not limited to logos, phone numbers, agent or company identifying inserts, real estate sign(s), or markings, etc. used as an overlay made to also appear on the image.
- c. MLS may immediately remove any photo appearing with unauthorized markings and the agent will be notified. The only printing authorized to appear on photos is that which is found on a builder's sketch, architectural floor plan, plat map, or the MLS copyright logo in the bottom right-hand corner.
- d. Photo required except where sellers expressly direct that photographs of their property not appear in MLS compilations.

**Section 1.2.02: Virtual Tours:** Virtual tours that identify a company, web site, name, or phone number or otherwise serve to promote someone or something other than the property for sale are prohibited. The only virtual tours permitted are those that serve to exclusively promote the property for sale.

**Section 1.2.1: Limited-Service Listings:** Listing agreements under which the listing broker will not provide one, or more, of the following services:

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counteroffers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

Will be identified with the code "LS" in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some of all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

**Note:** Adoption of Section 1.21, Limited-Service Listings, is optional and a matter to be determined by each MLS. (Adopted 05/2001) (O)

**Section 1.2.2: MLS Entry Only Listings:** Listing agreements under which the listing broker will not provide ANY of the following services:

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the sellers(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counteroffers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

Will be identified with the symbol "NS" in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

**Note:** Adoption of Section 1.2.2, MLS Entry-only Listings, is optional and a matter to be determined by each MLS. (Adopted 05/2001) (O)

**Section 1.3: Exempt Listings:** If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification/waiver signed by the seller that he does not desire the listing to be disseminated by the service.

**Note 1:** Section 1.3 is not required if the service does not require all residential, residential income, subdivided vacant lot, land, ranch and farm, business opportunity, motel-hotel, mobile homes, mobile home parks, commercial income, industrial listings to be submitted by a participant to the service. (M)

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

**Section 1.4: Change of Status of Listing:** Any change in listed price or other change in the original listing agreement, excluding sold status, shall be made only when authorized in writing by the seller and shall be filed with the service within twenty-four (24) hours, except weekends and federal holidays whereby the status is to be entered the following business day, after the authorized change is received by the listing broker. (Amended 06/2022) (R)

**Section 1.5: Withdrawal of Listing Prior to Expiration:** Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided withdrawal is input with the service within forty-eight (48) hours. A copy of the agreement between the seller and the listing broker which authorizes the withdrawal is to be kept in the listing file by the participant.

Withdrawn listings may only be reentered as "NEW" with days on market starting from zero 60 days after being withdrawn. Under 60 days the listing will be reactivated and would reflect the original listing contract date.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller (Adopted 11/1996) (M)

**Section 1.6: Contingencies Applicable to Listings:** Any contingency or conditions of any term in a listing shall be specified and noticed to the participants. (R)

**Section 1.7: Listing Price Specified:** The full gross listing price stated in the listing contract will be included in the information published in the Multiple Listing Service compilation of current listings unless the property is subject to auction. For properties subject to auction and except as provided in Section 1.17 a listing price of \$0 or minimum bid amount must be entered into the Multiple Listing Service. (Amended 12/2016) (M)

**Section 1.8: Listing Multiple Unit Properties:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the multiple listing service. (O)

**Section 1.9: No Control of Commission Rates or Fees Charged to Participants:** The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and non-participants. (M)

**Section 1.10: Expiration of Listings:** Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. (Amended 11/2001)

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. (Amended 11/2001) (M)

**Section 1.11: Termination Date on Listings:** Listings filed with the service shall bear a definite and final termination date as negotiated between the listing broker and the seller. (M)

**Section 1.12: Jurisdiction:** Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to the service. Listings of property located outside the MLS's jurisdiction will be accepted if submitted voluntarily by a participant but cannot be required by the service. (Amended 11/2001)

**Note:** Associations must choose whether the service will accept listings from beyond its jurisdiction into the MLS compilation. (Amended 11/1988) (M)

**Section 1.13: Listings of Suspended Participants:** When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings

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

**Section 1.14: Listings of Expelled Participants:** When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS 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 MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised in writing of the intended removal so that the expelled participant may advise his clients. (M)

**Section 1.15: Listings of Resigned Participants:** When a participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned participant's listings from the MLS, the resigned participant should be advised, in writing, of the intended removal so that the resigned participant may advise his clients. (O)

**Section 1.16: Property Addresses:** At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Adopted 01/2022) (M)

**Section 1.17 Auction Properties:** Auction listings entered into the MLS are subject to the same rules as other listings with the following exceptions:

- a. The listing shall be marked as Auction = Yes.
- b. Auction date must be entered in the "Auction Date" field, if applicable.
- c. A "0" shall be entered as the list price for a traditional auction.
- d. Auction listings entered into the MLS that require a "minimum bid". The minimum bid amount shall be entered into the list price field and you must enter into the "Remarks" field "List Price equals minimum bid on property".
- e. If an Auction property includes an additional Buyers Premium, that must be reflected in the "Remarks" field.
- f. Any information regarding the date, time of the auction must be entered into the "Remarks".
- g. Any auction listing entered into the MLS with reference or requirement that an agent or broker must go to another site to enter an offer/bid (i.e., website), must be entered into the "Agent Remarks".
- h. The listing broker shall have fifteen days after the scheduled auction date (as stated in the remarks section of the listing and or auction date field) to do one of the following: (a) report the listing as pending, (b) enter a list price other than \$0 and keep the listing active, or (c) withdraw the listing. Failure to comply with this rule will result in the immediate withdrawal of the auction listing by the Multiple Listing Service. (Adopted 12/2016)

**Section 1.18 Coming soon listing status:**

**Definition:** Coming soon indicates that the broker and the seller are preparing the property for sale and for marketing as Active Status. This status is not intended to give the listing broker an advantage in finding a buyer for the property to the detriment of cooperating brokers or to circumvent the selling of the property on an open market. The intended use of this status is to provide a vehicle for participants and subscribers to notify other participants and subscribers of properties that will be made fully available for showing and marketing after preparations have been completed. While the property is in "Coming Soon" Status, the seller and the listing broker may not promote or advertise the property in any manner other than as "coming soon". This status is for short term use preparatory to Active status, 30 days or less, and must have a listing agreement and seller(s) approval.

- a. Mandatory - If you have a valid listing contract, and the listing is not yet available for showing, with the seller(s) approval you are required to enter the listing into the MLS in the "Coming Soon" Status.
- b. Listing must be entered into the Multiple Listing Service in the "Coming Soon" Status within 24 hours of the listing contract (excluding weekends and holidays).
- c. Listing must be entered into the Multiple Listing Service in the "Coming Soon" status within 24 hours of marketing the property per the national Clear Cooperation rule.
- d. Property Types allowed in the "Coming Soon" Status;
  1. Single Family
  2. Condo
  3. Multiple Family
  4. Mobile Home
  5. Rent/Lease
- e. The date entered in the new available date field must either be the current date or a future date. The available date, after initially set, may later be revised, but revised only to a date further in the future. It may NOT be revised to a date prior to the original date entered.
- f. The maximum days a listing can be in the Coming Soon Status are 30 days. Listings must have an "Available Date" entered into the listing less than or equal to 30 days.
- g. Syndication of Coming Soon listings is allowed on day one of entering into the MLS and at any time during the Coming Soon status by selecting "yes" in the internet display field. (Syndication does not include allowing showings. Coming Soon rules still apply.)
- h. If the seller chooses to syndicate while in Coming Soon status, the listing agent must add one photo to the MLS.
- i. Listings Active Days on Market will start from date the listing agreement was signed.
- j. Properties in this status may not be shown. A seller may choose to accept an offer sight unseen. If the accepted offer includes a contingency for the buyer to view the home, the status must be changed to contingent within the 24 hours allowed for a status change. Then the property may be shown. If the buyer chooses to cancel the contract the property would go back to a Coming Soon status for the remainder of the time originally requested to prepare the property for Active Status.
- k. All MLS Rules and Policies apply where appropriate.
- l. Failure to comply with these rules will result in: 1<sup>st</sup> offense: \$500 fine, 2<sup>nd</sup> offense: \$1000 fine, 3<sup>rd</sup> offense: \$2000 fine. (Amended 06/2022)
- m. If the Multiple Listing Service, for any reason, requests a copy of the listing documentation on a listing in the coming soon status, that documentation must be submitted to the Multiple Listing Service within 24 hours of such request. (Adopted 10/2017) (Amended 11/2019)

**Section 1.25: Co-Listings:** The service **will not** accept co-listings with agents that aren't MLS members. (Adopted 08/2015)

## SELLING PROCEDURES

**Section 2: Showings and Negotiations:** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple Listing Service shall be conducted through the listing broker except under the following circumstance:

- a. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly. (M) (1998 - Ohio Division of Real Estate and Professional Licensing declares any contact without specific authority a violation of License Law.)
- b. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (Amended 04/1992) (M)

**Section 2.1: Presentation of Offers:** The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so. (Amended 04/1992) (M)

**Section 2.2: Submission of Written Offers and Counteroffers:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller

and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counteroffers until acceptance and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. (Amended 11/2005) (M)

**Section 2.3: Right of Cooperating Broker in Presentation of Offer:** The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that 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 lessors written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 04/1992)

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Adopted 11/2019) M

**Section 2.4: Right of Listing Broker in Presentation of Counteroffer:** The listing broker or his representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counteroffer 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 instructions. (Adopted 11/1993) (M)

**Section 2.5: 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 14 days after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within 14 days after occurrence and the listing broker shall report them to the MLS within 14 days after receiving notice from the cooperating broker. (Amended 08/2009) (Amended 11/2011) (Amended 12/2018)

**Note 1:** The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. (Amended 11/2001) (M)

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

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

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

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/2011)



**Note 3:** as established in the virtual Office Website (VOW) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. (Adopted 11/2011) (M)

**Section 2.6: Reporting Resolutions of Contingencies:** The listing broker shall report to the multiple listing service within 24 hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled. (M)

**Section 2.7: Advertising of Listings filed with the Service:** A listing shall not be advertised by any participant other than the listing broker, without the written prior consent of the listing broker. (M)

**Section 2.8: Reporting Cancellation of Pending Sale:** The listing broker shall report immediately to the multiple listing service the cancellation of any pending sale and the listing shall be reinstated immediately. (M)

#### **REFUSAL TO SELL**

**Section 3: Refusal to Sell:** If the seller of any listed property filed with the multiple listing service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the service and to all participants. (R)

#### **PROHIBITIONS**

**Section 4: Information for Participants only:** Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker. (M)

**Section 4.1: For Sale Signs:** Only the “for sale” sign of the listing broker may be placed on a property. (Amended 11/89) (M)

**Section 4.2: Sold Signs:** Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 04/1996) (M)

**Section 4.3: Solicitation of Listing filed with the Service:** Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

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

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

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

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

**Section 4.5: Services Advertised as “Free”:** MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (Adopted 01/2022) (M)

***In all cases, Ohio Real Estate Law is to be followed when different from the above rules***

#### **DIVISION OF COMMISSIONS**

**Section 5: Compensation Specified on each Listing:** The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service participants (buyers' agents or sub-agents) for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid (Amended 11/1998)

In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making blanket unilateral offers of compensation to the other MLS participants and shall therefore specify on each listing filed with the service the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what the compensation shall be prior to the endeavor to sell. \* (Amended 11/1996)

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

1. *by showing a percentage of the gross selling price*
2. *by showing a definite dollar amount (Amended 05/2010)*

*Note: MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions.*

*The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different. (Amended 11/1996)*

*This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other participant in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 05/2010)*

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

**Note 2:** The listing broker may, from time to time, adjust the compensation offered to other multiple listing service participants for their services with respect to any listing by advance published notice to the Service so that all participants will be advised. (Amended 04/1992)

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

**Note 4:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to

communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Amended 05/2010)

**Note 5:** Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. (Adopted 11/2005)

**Note 6:** Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers. (Adopted 05/2009) (M)

**Section 5.0.1: Disclosing Potential Short Sales:** Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. (Amended 05/2009) (O) (Option 2)

When disclosed, participants may, at their discretion, advise other participant whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperation participants. (Adopted 05/2009)

Where participants communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 48 hours of receipt of notification from the lender. (Adopted 05/2010)

**Section 5.1: Participant as Principal:** If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service participants. (M)

**Section 5.2: Participant as Purchaser:** If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant wishes to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 02/1992) (M)

**Section 5.3: Dual or Variable Rate commission Arrangements:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a (y) or (n) placed in the appropriate box in photo listing. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction, or alternatively in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant

representative must disclose such information to their client before the client makes an offer to purchase or lease.  
(Amended 05/01) (M)

**Section 5.4: Display of Listing Broker's Offer of Compensation:** Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed. (Adopted 01/2022) (M)

**Section 5.6 No Compensation for Fee-Waived Selling Salesperson:** The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) shall be excused if it is determined through arbitration that the selling salesperson affiliated with the cooperating broker was subject to a fee waiver under Section 6.6 at any time between the offer to purchase and the closing of the sale. (Adopted 06/2018)

## SERVICE CHARGES

**Section 6.1: Service Fees and Charges:** The following service charges for operation of the multiple listing service are in effect to defray the costs of the service and are subject to change from time to time in the manner prescribed:

- a. Initial Participation Fee: An applicant for participation in the Service shall pay a one-time fee of \$200.00 which is to accompany the application.
- b. Recurring Participation Fee: The quarterly participation fee of each participant shall be an amount equal to the amount set by the MLS Administrator by dividing the quarterly budgeted income by the projected number of users and approved by the board of directors times each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a broker, sales licensee or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made quarterly on or before the due date set by the committee. Fees shall not be prorated on a monthly basis.
- c. Subscription Fees: Subscription fees shall be paid quarterly in advance. The participant shall be responsible for a subscription for him or herself if desired and any subscriptions ordered by an individual, employed by or affiliated as an independent contractor (including licensed or certified appraisers). These payments for fees and services may be accepted by subscribers to the service but the ultimate responsibility for payment rests with the participant. (Adopted 04/1992) (R)
- d. Participants have the option of a no-cost waiver of MLS fees, dues and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE (Commercial Information Exchange) where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated. (Adopted 05/2018) (M)

**Section 6.5 Notification of Licensees:** Each Participant shall provide the MLS with a list of real estate licensees or licensed Appraisers employed by or affiliated as independent contractors with such Participant or with such Participant's firm and shall immediately notify the MLS of any changes, additions, or deletions from the list. This list shall include any licensees under any Broker associate affiliated with the Participant. (Adopted 06/2018)

**Section 6.6 Subscriber Fee Waivers:** MLS provides participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser in a participating office who can demonstrate:

- a. subscription to a different MLS where the principal broker for the office also participates
- b. that they work exclusively with rentals. MLS requires participants to sign a certification for nonuse of MLS services, which includes penalties and termination of the waiver if violated

Normally, under Section 6.1, any per-subscriber fee is calculated based on each salesperson and licensed or certified appraiser affiliated with a participating office. The effect of fee waiver is that the number of subscribers in a participating office for purposes of any recurring per subscriber fees paid by a participant under Section 6.1 shall be reduced by the number of licensees and certified appraisers who are subject to waiver under this Section 6.6.

For purposes of this Section 6.6 and all rule provisions referring to it, "licensee" refers to non-principal brokers and salespersons and licensed and certified appraisers. Section 6.6.1 sets out the conditions for fee waiver, Section 6.6.2 the process for obtaining and maintaining waivers, Section 6.6.3 circumstances under which waiver is revoked and

consequences of revocation, and Section 6.6.4 the consequences of repeated violations of these policies. (Adopted 06/2018)

**Section 6.6.1 Conditions for Waiver:** Fee waivers are available for licensees in offices participating in MLS, provided the participant and any fee-waived licensee(s) meet all the following requirements:

- a. Any fee-waived licensee must be a subscriber in another multiple listing service or must exclusively work with rentals
- b. During any period for which a licensee's fees are waived, the licensee shall refrain from using any of the services of this MLS included but not limited to:
  1. Using this MLS's systems, databases, etc. This does not include accessing listing information of the licensee's own broker or of other brokers through the participant's IDX site or elsewhere.
  2. Being a listing agent on an active or pending property listing in this MLS.
  3. Use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
  4. Using this MLS's data on an IDX or VOW website identified as the fee waived subscriber's site or page.
  5. Using MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived subscriber.
  6. Attending an MLS Tour, training, or utilizing any other product, service or benefit of the Multiple Listing Service. (Adopted 06/2018)

**Section 6.6.2 Process for Obtaining and Maintaining Waiver:** The participant must at all times provide to MLS up-to-date information on all licensees, whether they are subscribers or fee-waived licensees, in each participating office. Participant shall notify the MLS within five (5) business days of any change in status for subscribers and any change in qualifications of fee-waiver licensees. In order to obtain a waiver for any licensee in the participant's office, the participant must certify the MLS's form for listing fee-waived licensees. In order to maintain a waiver for any licensee, the participant and licensee must continue to satisfy the requirements of Section 6.6.1 and must recertify of the matters addressed in this Section with the frequency set by this MLS.

**Section 6.6.3 Revocation of Waiver:** The fee waiver for a licensee may be revoked under various circumstances, and the consequences of the revocation vary depending on its circumstances, as provided in this section.

- a. The participant or fee-waived licensee may revoke the waiver at any time upon notice to this MLS. In that case, the fee-waived licensee immediately becomes a subscriber and any fees due to MLS under its normal fee schedule for the current period for the subscriber shall immediately become due and payable.
- b. If this MLS determines that the fee-waived licensee has used any of the services of this MLS listed in Section 6.6.1(b) during a fee-waiver period, including if a fee waived licensee appears as a listing agent on an active or pending listing in this MLS, then MLS may terminate the fee waiver upon notice to the participant and subscriber. In this case, the consequences of subsection (a) apply, and in addition to them, MLS may assess participant a \$100.00 fine; non-payment of the fine will result in a suspension of MLS access for participant and all subscribers associated with participant. Six months after termination of a waiver, the participant and subscriber can re-certify the subscriber to be a fee-waived licensee. (Adopted 06/2018) (Amended 09/2018)

**Section 6.6.4 Consequences of Repeated Violations:** A pattern of repeated violations of Section 6.6.1(b) exists when a participant allows any combination of three or more violations of Section 6.6.1(b), whether the participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a subscriber commits three or more violations of Section 6.6.1(b). In the event that a participant or subscriber exhibits a pattern of repeated violations of Section 6.6.1(b), MLS may suspend all fee waivers for the participant or subscriber (or both) for a period of up to three years. If, after such a period of suspension, a participant or subscriber again exhibits a pattern of repeated violations, MLS may permanently terminate fee waivers for the participant or subscriber (or both). In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a participant, that office shall be ineligible for waivers during the pendency of its participant's suspension or termination. In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a non-principal licensee, that non-principal licensee shall be ineligible for waivers during the pendency of his or her suspension or termination. (Adopted 06/2018)

## COMPLIANCE WITH RULES

**Section 7: Compliance with Rules – Authority to Impose Discipline:** By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration.
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Adopted 11/2007) (M)

**Note:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/2014) (M)

**Section 7.1: Compliance with Rules:** The following action will be taken for noncompliance with the Rules:

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

**Note:** Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. (Amended 11/1988) (R)

**Section 7.2: Applicability of Rules to Users and/or Subscribers:** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violation thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscriber's affiliates with the participant. (Adopted 04/1992)

**Note:** Adoption of Section 7.2 is optional and should be adopted by multiple listing services desiring to establish authority to impose discipline on non-principal users or subscribers affiliated with MLS members or participants. (Adopted 04/1992) (O)

## MEETINGS

**Section 8: Meetings of the MLS Committee:** The multiple listing service committee shall meet for the transaction of its business at a time and place to be determined by the committee or at the call of the chairperson. (R)

**Section 8.1: Meetings of MLS Participants:** The committee may call meetings of the participants in the service to be known as meetings of the multiple listing service. MLS participants are the designated REALTORS and/or brokers of each MLS member office. (R)

**Section 8.2: Conduct of Meetings:** The chairperson, or vice chairperson, shall preside at all meetings or, in their absence a temporary chairperson from the membership of the committee shall be named by the chairperson or, upon his failure to do so, by the committee. (R)

## ENFORCEMENT OF RULES OR DISPUTES

**Section 9: Consideration of Alleged Violations:** The Committee (Board of Directors) shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors). M

**Section 9.1: Violations of Rules and Regulations:** If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the directors' decision.

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

**Section 9.2: Complaints of Unethical Conduct:** All other complaints of unethical conduct shall be referred by the committee to the secretary of the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. (Amended 11/1988) (M)

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

Upon receiving a notice, the committee (Board of Directors) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Directors), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

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

If after ten (10) days following transmittal of the Committee's (Board of Director's) determination the alleged violation remains uncured (i.e., the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. (M)

**Section 9.31: Non-Compliance with IDX Rules:** Any office found to be non-compliant with IDX rules and regulations will have 24 hours to comply. If after 24 hours the office is still non-compliant, the IDX feed will be suspended and participant will be required to remove from his IDX Web site all IDX listings which do not include the IDX broker's firm name, listing agent's name, IDX logo and copyright notice. (Adopted 02/2009)

**Section 9.4 MLS Rules Violations:** MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules. (M)

**Section 9.41: Confirmation of Information:** Listing Contract, Withdrawn and Extension paperwork with signature(s) by seller(s) will be provided to the Board office upon request. (Adopted 02/2009)

## CONFIDENTIALITY OF MLS INFORMATION

**Section 10: Confidentiality of MLS information:** Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants. (Amended 04/1992) (M)

**Section 10.1: MLS not Responsible for Accuracy of Information:** The information published and disseminated by the service is communicated verbatim, without change by the service, as filed with the service by the participant. The service does not verify such information provided and disclaims any responsibility for its accuracy. Each participant agrees to hold the service harmless against any liability arising from any inaccuracy or inadequacy of the information such participant provides. (R)

**Section 10.2: Access to Comparable and Statistical Information:** REALTORS® who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of these members and individuals affiliated with these members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm except as otherwise provided in these rules and regulations.

**Section 11, Ownership of MLS Compilation and Copyright:** By the act of submission of any property listing content to the MLS, the participant represents and warrants that he or she is fully has been authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license authority for the MLS to include the property listing content in its copyrighted MLS compilation, and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

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

**Section 11.1:** All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the West Central Association of REALTORS® (fka Lima Board of REALTORS®) and in the copyrights therein, shall at all times remain vested in the West Central Association of REALTORS®. (R)

**Section 11.2: Display:** Each participant shall be entitled to lease from the West Central Association of REALTORS® a number of copies of each MLS Compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association. The lease of these compilations is voluntary, and the participant may lease only the number needed. \*

Participants shall acquire by such lease only the right to use the MLS Compilations in accordance with these rules. (M)

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

## USE OF COPYRIGHTED MLS COMPILATIONS

**Section 12: Distribution:** Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification and



unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law. (Amended 04/1992) (R)

**Section 12.1: Display:** Participants and those persons affiliated as licensees with such participants shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation. (M)

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

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

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

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

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

\*It is intended that the participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser. (Option 2)

**Note:** Concerning Section 12.2, associations are advised to select one rule from the three (3) alternatives that are presented as Options #1, #2, and #3, taking into consideration any policy that may have been established or any recommendations or suggestions from the appropriate state association, as well as the needs and practices of the local association. (M)

## **USE OF MLS INFORMATION**

**Section 13: Limitations on Use of MLS Information:** Use of information from MLS compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS participant or in other public representations may not be prohibited.

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

based and must include the following, or substantially similar, notice:

Based on information from the West Central Association of REALTORS® MLS for the period (date) through (date). (Amended 11/93)
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**Note:** Associations are advised to select one rule from the two (2) alternatives. (M) (Option 1)

## CHANGES IN RULES AND REGULATIONS

**Section 14: Changes in the Rules and Regulations:** Amendments to the rules and regulations of the service shall be by a majority vote of the members of the multiple listing service committee, subject to approval by the board of directors of the West Central Association of REALTORS®.

**Note:** Some associations may prefer to change the rules and regulations by a vote of the participants, subject to approval by the board of directors of the association of REALTORS®. (M)

Changes and/or amendments to these rules and regulations that are mandated by the National Association of REALTORS® may be implemented by the executive officer without approval of the committee.

## Section 15: RENT/LEASE LISTINGS

### Definitions:

Rent/Lease: Property where the owner or signatory of the listing agreement intends only to provide another party with possession, occupancy, and/or beneficial use of the property and does not intend to transfer ownership or title of the property by deed or otherwise. A sale may not appear on the listing.

For Sale Only: Property where the owner or signatory to the listing agreement intends only to transfer ownership or title to the property by deed, land installment sales contract, lease-purchase contract or otherwise. An offering price must be used and no rent or lease amount may be offered. A purchase contract shall be signed and the property legally able to be eventually marked sold.

Lease / Option: (Lease with Option to Buy): Lease agreement where a tenant has the right but not the Obligation to purchase the property. Considered a Rent/Lease property, not a For Sale property.

Test to qualify the property listing type: (For Sale or for Rent/Lease): Will ownership and/or title be transferred by deed, land installment sales contract, lease-purchase contract or otherwise.

The Rent/Lease Property Type shall be limited to Single Family, Condo-Villa, Multi Family Mobile Home and Commercial properties only. The entry of any Rent/Lease property into MLS is not a requirement, thus the listing broker may decide if they wish to enter the Rent/Lease property into the MLS or not.

Rent/Lease listings (herein after noted as "Rental listings") shall only be entered under the Rent /Lease Property Type. If the listing is "For Sale" and "For Rent/Lease," the property shall be entered into MLS as "For Sale" under the appropriate Property Type and may, at the listing broker's option, be entered under the Rent/Lease Property Type.

Only an Exclusive Right / Exclusive Agency to Rent/Lease contract shall be accepted for the entry of the listing into MLS. At no time shall an Exclusive Right to Sell or Exclusive Agency Agreement be accepted for entry of a Rent / Lease listing. When a single property is being entered "For Sale" and "For Rent/Lease," an Exclusive Right to Sell or Exclusive Agency contract shall be used for the "For Sale" listing and an Exclusive Right / Exclusive Agency to Rent/Lease contract shall be used for the "For Rent/Lease" listing.

A single property shall be entered into MLS as "For Sale" under the Property Types of Single Family, Condo, Multi Family, Mobile Home and Commercial under one Listing Broker. At the same time the same property may be entered "For Rent or Lease" under the Rent/Lease Property Type by a different Listing Broker. Two separate agreements are required. If a broker/licensee with a possible purchaser contacts an owner who currently has the real estate "For Rent/Lease" with another broker, such contact is not considered interference with an exclusive agency representation agreement.

For each individual unit for rent/lease in a multi-unit building, each unit could be entered into MLS individually, each receiving their own MLS #.

Rent/Lease listings shall be entered into the MLS in their correct, physical location as identified in the WCAR Multiple Listing Service Areas.

The Rent/Lease Property Type listings shall link to other listing records for the same property and will appear in the property history along with the "for sale" listings.

On a For Sale listing, a reference to an MLS # of a Rent/Lease listing, that belongs to the same listing broker, may be entered into the marketing or agent remarks, but no additional terms regarding the, rent/lease amount, term or compensation may appear on the "For Sale" listing. This information may only be entered and appear on a Rent/Lease listing. The opposite may also not occur. For Sale information may only appear on the "For Sale" listing.

A rent/lease amount shall be entered into MLS. At no time shall a "0" amount be entered.

Cooperative compensation amounts entered into the MLS for rental property shall be unconditional. (See Section 1.9) There must be a cooperative compensation entered on the Rent/Lease listing.

When a Rent/Lease listing is entered into the MLS, "compensation" must be entered at the time of the listing. If no compensation is offered on the listing, MLS Staff will immediately withdraw the Rent/Lease listing from the MLS.

The statuses of Active, Expired, Withdrawn and Rented/Leased shall be used for Rent/Lease listings. At no time shall a Rent/Lease listing be entered into a Pending or Sold status. When a Rent/Lease listing is rented or leased, the status of the listing shall be changed to Rented/Leased.

If a property is entered into MLS as a For Sale listing **and** a Rent/Lease listing and the property is rented or sold, the following may occur:

- a. If rented or leased, the Rent/Lease listing shall be entered into the Rented/Leased status and the "For Sale" listing may remain For Sale until the listing expires or withdrawn with the proper signatures and paperwork.
- b. If an offer to purchase is accepted, the "For Sale" listing shall be entered into the Contingent or Pending status. The Rent/Lease listing shall be withdrawn when the sale of the property has closed. A withdrawal form signed by the Broker of the Rent/Lease listing must be submitted to the Multiple Listing Service for withdrawal.
- c. If the property is sold, but the listing broker is instructed to keep the listing active under the Rent/Lease Property Type, the Listing broker shall cancel the current Rent/Lease listing and shall re-enter the property as a new listing, which requires a new Exclusive Right / Exclusive Agency to Rent/Lease agreement signed by the new owners.
- d. Each property entered under the Rent/Lease Property Type shall only be permitted one listing under the active status at a time. For multiple unit properties, where the units may be leased individually, each unit shall only be permitted one listing under the active status at a time.

Any change in rent/lease price shall be supported by and shall only be made when authorized in writing by the lessor. Both the lessor's and agent's signatures are required.

Upon request of the Multiple Listing Service, all supporting documentation relating to a Rent/Lease Listing Agreement/Contract must be submitted to the Multiple Listing Service within 24 hours. (Adopted 06/2015)

## **ORIENTATION**

**Section 17: Orientation:** Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not

more than four classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancement and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/2017) (M)

## **INTERNET DATA EXCHANGE (IDX)**

### **IDX Definitions**

- a. **IDX:** A reciprocal agreement between brokers to allow them to display each other's listings on the Internet in accordance with The West Central Association of REALTORS® MLS rules and regulations and policies. Advertising permission is for Internet display only and does not include other means of advertising, i.e., newspapers, cable, magazines, or home guides, among others.
- b. **IDX Participant:** Any broker that has not specifically declined (opted out) to allow his/her listings to be advertised on the Internet in accordance with MLS rules, regulations, and policies.
- c. **IDX Subscriber:** Any (agent or non-principal broker) licensed with an IDX participant and who has agreed to abide by MLS rules, regulations, and policies. An IDX subscriber must hold a real estate license and have the written permission of the broker to be eligible to subscribe to IDX.
- d. **IDX Database or IDX Listings:** All of the data from the combined listings of the IDX participants, except for listings where the seller has specifically refused to allow the property to be advertised over the Internet. As information is updated in the MLS, it will be updated real-time in the database. The only data which may be displayed is that which is determined by the MLS committee.
- e. **Branding:** Identification that is unique and makes recognition of a specific entity easy. Logo's, catch words and specific phrases are among the ways that a site can be branded.
- f. **Scraping:** The misappropriation of listing information from one website to another.
- g. **Framing:** Bringing the content of someone's website to your website and framing it so that the logo or identity of your site appears around the content making it appear to belong to you.

### **THE PURPOSE OF IDX**

Enhances cooperation between REALTORS® and provides the tools needed to display each others' listings on the Internet. Many consumers' now look to the Internet for information before contacting Brokers. Being able to get more listing information creates "stickiness" and may prevent the visiting of websites that collect consumer information to refer back to the REALTOR® for a charge.

**Section 18: IDX Defined:** IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. (Amended 5/17) (M)

**18.1: Authorization:** Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms. (Amended 05/2017) (M) (Option 1)

**18.2: Participation:** Participation in IDX is available to all MLS participants who consent to the display of their listings by other participants. (O) (Option 1)

**18.2.1:** Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/2012) (M)

**18.2.2:** MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/2012) (M)

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

(M)

**18.2.4:** Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing ( e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each participant. (Amended 05/2017) (Amended 01/2022) (M)

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

**18.2.6:** Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 05/2012) (M)

**18.2.7:** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 05/2012) (M)

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

- a. allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants’. Except for the foregoing and subject to Section 18.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller (Adopted 05/2012) (M)

**18.2.9:** Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Adopted 05/2012) (M)

**18.2.10:** An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/2014) (M)

**18.2.11:** Participants shall not modify or manipulate information relating to other participant’s listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 05/2015) (M)

**18.2.12:** All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data\*. (Amended 05/2017) (Amended 01/2022) (M)

\*Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application (Amended 05/2017)

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

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

**18.3.8:** Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability\*. (Amended 05/2017) (O)

**18.5:** IDX subscribers must be licensed with an IDX participant and be a member of the West Central Association of REALTORS® multiple listing service. The subscriber's participant must provide authorization for the subscriber's participation in IDX and provide supervisory responsibility for the subscriber's website.

**18.5.0:** A search result producing another IDX participant's listing in a brief or thumbnail format shall bear the MLS approved logo immediately adjacent to the property information in order to identify the listing as an IDX listing. Thumbnail displays may only include the following: text data about the listed property, a photo of the listed property, the MLS approved IDX logo, and buttons providing links for other information.

**18.5.1:** A thumbnail display of another IDX participant's listing may not include any contact information or branding of the IDX participant and/or subscriber who own(s) the website, any of its agents, or any third party.

**18.5.2:** A search result producing a detailed display of another IDX participants listing shall include the IDX broker's firm name, the listing agent's name, the MLS approved IDX logo, and the MLS's copyright notice immediately following the property information. The IDX participants firm name, the listing agent's name, the MLS approved logo and copyright notice shall be at least as large as the largest type size used to display the listing data.

**18.5.3:** A search result producing a detailed display of another IDX participant's listing may not include any contact information or branding of the IDX participant and/or subscriber who owns the website, any of its agents, or any third party within the body of the listing data. The body is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.

**18.5.4:** Any result of compilation of search results identifying another IDX participant's listing(s) shall include the disclaimer information deemed reliable but not guaranteed.

**18.6:** Any Internet website used for publication of the IDX database, or any portion thereof must be controlled by an IDX participant and/or subscriber and advertised as that IDX broker's and/or subscriber's Internet website.

**18.6.2:** If an IDX participant and/or subscriber suspects scraping of the data or framing of the site has occurred, the suspicion and any evidence must be reported to the MLS immediately for investigation and action.

**18.6.3:** Changes to a participant's and/or subscriber's Internet site necessary to cure a violation of the MLS rules must be made within three (3) business days after notified by the MLS of the violation.

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

**18.8:** Any participant and/or subscriber using a third party to design/develop its website will have a written contract with that third party in the form prescribed by the MLS. Any IDX web site must be under the control of a single IDX participant and/or subscriber.

\*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc. if two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application. (Amended 05/2017)

**\*\*Note:** If "sold" information is publicly accessible, display of "sold" listings may not be prohibited. (Adopted 11/2014)

## **SECTION 19: VIRTUAL OFFICE WEBSITE (VOWS)**

### **Section 19.1: VOW Defined:**

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

### **Section 19.2:**

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

### **Section 19.3:**

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

such Registrant. (M)

- d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
  1. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
  2. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
  3. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
  4. that the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property
  5. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click. (M)
- f. The terms of use agreement shall also expressly authorize the MLS, and other MLS participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant. (M)

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

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

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

**Section 19.6:**

- a. A participant's VOW shall not display 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. (M)
- b. A participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision. (M)
- c. The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from

**Seller Opt-Out Form**

1. Check one.

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

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

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

\_\_\_\_\_  
Initials of seller



the date the listing goes off the market, whichever is greater. (M)

**Section 19.7:**

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

**Section 19.8:** A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment. (M)

**Section 19.9:** A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days. (M)

**Section 19.10:** Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS® VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS Listing information to any person or entity. (M)

**Section 19.11:** A participant's VOW must display the participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used. (M)

**Section 19.12:** A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property. (Amended 01/2022) (M)

**Section 19.13:** A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies. (M)

**Section 19.14:** A participant may operate more than one VOW himself or herself or through an AVP. A participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and accountability of the participant. (M)

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

**Section 19.15:** A participant's VOW may not make available for search by or display to Registrants any of the following information:

- a. expired and withdrawn listings
- b. the compensation offered to other MLS participants
- c. the type of listing agreement, i.e., exclusive right to sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(s)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- f. Sales price if sold information is not publicly accessible in the jurisdiction of the MLS Sold information

**Note:** If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15f. must be omitted. (Adopted)

02/2009) (Revised 11/2015) (M)

**Section 19.16:** A participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in the MLS. The participant may, however, augment MLS listing information with additional information not otherwise prohibited by these rules or by other applicable MLS rules or policies, as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields. (O) (Adopted 02/2009)

**Section 19.17:** A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability. (O) (Adopted 02/20/09)

**Section 19.18:** A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. (O) (Adopted 02/2009) (Amended 01/2022)

**Section 19.19:** A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 or 50% of current listings, whichever is less and not more than 500 sold listings in response to any inquiry. (O) (Adopted 02/2009)

**Note:** The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule but may not be fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less.) (Amended 11/2017) (M)

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

**Section 19.20:** A participant shall require that Registrants' passwords be reconfirmed or changed every 180 days. (O) (Adopted 02/2009)

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

**Section 19.21:** A participant may display advertising and the identification of other entities ("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information (or that of at least one participant, in the case of a VOW established and operated on behalf of more than one participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party. (O) (Adopted 02/2009)

**Section 19.22:** A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing. (O) (Adopted 02/2009)

**Section 19.23:** A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS. (O) (Adopted 02/2009)

**Section 19.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS. (O) (Adopted 02/2009)

**Section 19.25:** Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours. (O) (Adopted 02/2009)

## The West Central Association of Realtors® Fees and Fines

### 1. Unallowable Data in Public Remarks

**1<sup>st</sup> Offense Warning; 2<sup>nd</sup> Offense \$500 Fine; 3<sup>rd</sup> Offense \$1000 Fine**

Examples of data included but not limited to would be names, phone numbers, websites, logos, slogans, etc. *There shall be only one warning per licensee. (Amended 06/2022)*

### 2. Blank, Incorrect, or Fictitious Information in Required Data Fields

**1<sup>st</sup> Offense Warning; 2<sup>nd</sup> Offense \$100 Fine; 3<sup>rd</sup> Offense \$200 Fine**

Required data entry items (noted with asterisk) on the MLS data sheet must be completed accurately using resources provided or available. Entering zeros to bypass a required data field is prohibited if the information is available from MLS references provided including but not limited to area atlas, auditor records, etc. *Realtor® will be notified and allowed 48 hours to correct the identified violation before fine is assessed. There shall be only one warning per licensee. (Amended 06/2022)*

### 3. No Photo or Property Disclosures/Exempt Form

**1<sup>st</sup> Offense \$100 Fine; 2<sup>nd</sup> Offense \$200 Fine; 3<sup>rd</sup> Offense \$500 Fine**

As defined by property category per Section 1.2.01., properties must have an exterior photo or appropriate rendering except where sellers expressly direct that photographs of their property not appear in MLS compilations. Property Disclosures or an Exemption Form, where required, must be added to the attachments upon entering the listing. Photo and Property Disclosures/Exempt Form must be added within twenty-four (24) hours except weekends and federal holidays whereby the photo and required documents will be added the following business day once listing is active. *Realtor® will be fined immediately. (Amended 06/2022)*

### 4. Non-Reported Closing (Solds)

**1<sup>st</sup> Offense Warning; 2<sup>nd</sup> Offense \$100 Fine; 3<sup>rd</sup> Offense \$200 Fine**

All sales closed must be entered within 14 days from the actual closing/funding date. *There shall be only one warning per licensee. (Amended 06/2022)*

### 5. Non-Reported Status Change

**1<sup>st</sup> Offense \$100 Fine; 2<sup>nd</sup> Offense \$200 Fine; 3<sup>rd</sup> Offense \$500 Fine**

Any change in listing status or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filled with the Service within twenty-four (24) hours except weekends and federal holidays whereby the status is to be entered the following business day, after the authorized change is received by the listing broker. *Realtor® will be fined immediately. (Amended 06/2022)*

### 6. Non-Reported Dual or Variable Rate Commission \$50.00 Agreement in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and different commission of the sale/lease results through the efforts of a cooperating broker shall be disclosed. *Realtor® will be notified and allowed 48 hours to correct the identified violation before fine is assessed, and there shall be only one warning per licensee.*

### 7. Listing Not Submitted to MLS

**1<sup>st</sup> Offense \$500 Fine; 2<sup>nd</sup> Offense \$1000 Fine; 3<sup>rd</sup> Offense \$2000 Fine**

Listings required by the MLS to be submitted shall be submitted by the listing company within twenty-four (24) hours, except weekends and federal holidays whereby the listing shall be entered the following business day from the date all signatures are obtained unless proper documentation (such as for an exempt under Section 1.3 Exempt Listings of the MLS rules and regulations) has been submitted to the MLS. *Realtor® will be fined immediately. (Amended 05/2010) (Amended 06/2022)*

### 8. Entry of Branded Virtual Tour on Listing

**1<sup>st</sup> Offense Warning; 2<sup>nd</sup> Offense \$500 Fine; 3<sup>rd</sup> Offense \$1000 Fine**

Defined as tours that include but are not limited to verbal or written information such as email, addresses, websites, office-mobile-fax numbers, company affiliations, primary or ancillary advertisements, logos, agent or team names or identifiable codes or symbols cannot be included with any listing. However, unbranded tours may be included with any listing. *There shall be only one warning per licensee. (Amended 06/2022)*

- 9. Lockboxes \$50.00/\$100.00** If a lockbox is not returned by the due date the individual agent that is responsible for the lockbox will be made inactive in the MLS. Upon paying the \$100.00 fine the agent will be made active in the MLS. If they bring in the lockbox the same day, they come in to pay their fine it will be \$50.00. If they return the lockbox at a later date, they will receive a \$50.00 refund. (Adopted 08/2010)
- 10. Non-Existent Listing \$500.00** No listing shall be entered that is not available for sale, lease, or exchange. *Realtor® will be fined immediately.*
- 11. Providing Login Name/Password to Non-Member \$500.00** Your login name and password is highly confidential and is not to be shared with other agents, unauthorized technology vendors, or customers or clients. They shall not be shared, disclosed, or knowingly allowed to come into the possession of any other person except a broker, manager, and/or office administrator in your real estate company. *Realtor® will be fined immediately.*
- 12. Coming Soon Listing Status**  
**1<sup>st</sup> Offense \$500 Fine; 2<sup>nd</sup> Offense \$1000 Fine; 3<sup>rd</sup> Offense \$2000 Fine**  
 Failure to comply with coming soon listing status rules. *Realtor® will be fined immediately.* (Adopted 10/2017)
- 13. Clear Cooperation**  
**1<sup>st</sup> Offense \$500 Fine; 2<sup>nd</sup> Offense \$1000 Fine; 3<sup>rd</sup> Offense \$2000 Fine**  
 Listings not submitted to the MLS within one (1) business day of public marketing. *Realtor® will be fined immediately.* (Adopted 2/2020) (Effective March 1, 2020) (Amended 06/2022)

### **IMPLEMENTATION PROCEDURES**

Violation notification will be done via member's email address on file. Proof of the actual notification method will be maintained by the service. (Amended 01/2022)

If the fine isn't paid within 7 business days from receipt of sanction or no hearing is requested within 7 business days from receipt of sanction as per Section 9.1 Violations of Rules and Regulations, of the West Central Association of REALTORS® MLS rules and regulations, your MLS access will be discontinued until the fine is paid. (Amended 10/2009)

Names of violators will not be published, but the collective statistics regarding the number of violations and number of fines recorded in MLS will be printed in various resources.

**The implementation process of fines begins after the Board of Directors' approval with announcements and notices being mailed to each participant. On July 1, 2006, and for 90 days thereafter, MLS begins contacting members found in violation of a rule or policy and begins issuing warning notices (not assessments). The warning notices will serve to identify both the offense and the fine. Finally, beginning October 1, 2006, fines will be assessed, and members notified accordingly.**

MLS committee reserves the right to add or change violations, amounts, or hearing procedures subject to approval of the board of directors.

Due process as per Section 9.1 violations of rules and regulations, will be provided to an individual who has been administratively sanctioned by the MLS committee. Under Section 9.1, such individual may "request a hearing before the Professional Standards committee of the Board in accordance with the Bylaws and rules and regulations of the West Central Association of REALTORS® within seven days following receipt of the committee's decision. (Amended 06/2009)