

**MULTIPLE LISTING AND INFORMATION SERVICE, INC. (MLIS)**  
**RULES AND REGULATIONS**  
**AMENDED: OCTOBER 2006**  
**Approved by NAR 2/22/07**  
**Revised 1/21/09**  
**Revised 06/09**

**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, and are located within the territorial jurisdiction of the multiple listing service, and are taken by participants shall be delivered to the multiple listing service within **5 (five) calendar days after the listing date. If a listing is exempt (SECTION 1.3) a waiver with the required signatures must be filed with MLIS within the same five day period. Failure to meet either requirement may result in a fine of \$50.00 (fifty dollars) per listing not submitted.**

- a. single family homes for sale or exchange
- b. two-family, three-family, and four-family residential buildings for sale or exchange

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

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

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other participants of the multiple listing service acting as subagents, buyer agents, or in any other agency or non-agency capacities defined by law.

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service.

The different types of listing agreements include:

- exclusive right-to-sell
- Open
- exclusive agency
- net

The service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. (Amended 4/92)

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

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects 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.

### **CODES TO BE USED**

#### **ACTIVE**

**A:** Active

**TOM:** Temporary off Market

**EAA:** Exclusive Agency Active

#### **SOLD**

**SLO:** Sold by Listing Office

**SNM:** Sold Non-Member

**SBD:** Sold Before Info Distributed to MLS

**SBO:** Sold by Branch Office

**SCB:** Sold by Co-Broker

**SBA:** Sold by Buyer Agent

**UA:** Under Agreement

**UAC:** Under Agreement - Continue to Show (1)

**EXP:** Expired

**RNTD:** Rented

**PAR:** Partial Listing

**WD:** Withdrawn

**SPD:** Subject Property

- (1) Listings assigned "Under Agreement – Continue to Show (UAC)" status shall enter in the "Contingency Remarks" field the explanation as to why continue to show, for example "72 Hour Right of First Refusal"; "Pending Roof Inspection Completion"; "Buyers Contingencies"; etc.

**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.

## **SECTION 1.1 TYPES OF PROPERTIES**

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

- residential
- motel-hotel
- residential income
- mobile homes/ manufactured homes/modular homes with real estate attached
- subdivided vacant lot
- mobile home parks
- land and ranch
- commercial income
- business opportunity
- industrial

#### **SECTION 1.1.1 LISTING SUBJECT TO RULES AND REGULATIONS OF THE SERVICE**

Any listing taken on a contract to be filed with the Multiple Listing and Information Service is subject to the rules and regulations of the service upon signature of the seller(s).

#### **SECTION 1.2 DETAIL ON LISTINGS FILED WITH THE SERVICE**

A listing agreement or property data form, when filed with the Multiple Listing and Information Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. The Data Form must be signed by the Broker or Agent on behalf of the Broker. **There shall be at least one primary photo with all listings. The photo must accompany the listing within 5 (five) calendar days of the listing date. Failure to provide a photo in the required time period will result in a \$50.00 (fifty dollar) fine.**

#### **SECTION 1.2.1 LIMITED SERVICE LISTINGS**

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

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property will be identified in MLIS 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. (Adopted 5/01)

#### **SECTION 1.2.2 MLS ENTRY ONLY LISTINGS**

Listing agreements under which the listing broker will not provide any of the following services:

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

### **SECTION 1.3 EXEMPTED LISTINGS:**

If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then accept the listing ("office exclusive") and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Service and must be filed with MLIS within 5 (five) calendar days after the listing date. Failure to meet the requirements may result in a fine of \$50.00 (fifty dollars).

### **SECTION 1.4 CHANGE OF STATUS OF LISTING:**

Any change in listed price or any other information in the listing agreement shall be made only when authorized in writing by the seller and shall be provided to the Service by the Participant within 5 (five) calendar days after the authorized change is received by the listing broker. Sold listings will be reported to MLIS within 5 (five) calendar days after the closing date or a \$50.00 (fifty dollar) fine will be imposed.

### **SECTION 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:**

Listings of property may be withdrawn from the Multiple Listing and Information Service by the listing broker before the expiration date of the listing agreement provided notice is filed with the Service within 5 (five) calendar days of the withdrawal date, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal. Failure to provide notice and the withdrawal agreement within 5 (five) calendar days will result in a fine of \$50.00 (fifty dollars).

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 with the approval of the Board of Directors. (Adopted 11/96)

### **SECTION 1.6 CONTINGENCIES APPLICABLE TO LISTING:**

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

### **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 MLIS compilation of current listings, unless the property is subject to auction with no minimum bid.

### **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.

#### **SECTION 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS**

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

#### **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 MLIS receives notice that the listing has been extended or renewed. (Amended 11/01)

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

#### **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. Termination dates will be displayed in the MLIS database.

#### **SECTION 1.12 JURISDICTION**

Only listings of the designated types of property located within the jurisdiction of the MLIS 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 if submitted to the service must comply and be maintained under these Rules & Regulations.

#### **SECTION 1.13 LISTINGS OF SUSPENDED PARTICIPANTS:**

When a Participant of the Service is suspended from the MLIS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLIS Bylaws, MLIS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLIS 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 MLIS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Las Cruces Association of REALTORS®, Inc. or MLIS (or both) for failure to pay appropriate dues, fees or charges, the MLIS is not obligated to provide MLIS services, including continued inclusion of the suspended Participant's listings in the MLIS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLIS, the suspended Participant will be advised in writing of the intended removal so that the suspended Participant may advise their clients.

#### **SECTION 1.14 LISTINGS OF EXPELLED PARTICIPANTS:**

When a Participant of the Service is expelled from the MLIS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLIS Bylaws, MLIS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings

currently filed with the MLIS 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 MLIS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Las Cruces Association of REALTORS or MLIS (or both) for failure to pay appropriate dues, fees or charges, the MLIS is not obligated to provide MLIS services, including continued inclusion of the expelled Participant's listings in the MLIS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLIS, the expelled Participant will be advised in writing of the intended removal so that the expelled Participant may advise his clients.

**SECTION 1.15 LISTINGS OF RESIGNED PARTICIPANTS:**

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

**SECTION 1.16 AUDIT REPORTS:**

Audit reports for listings will be supplied to the Professional Standards hearing panel only upon request of a Participant who is a party to an ethics or arbitration hearing. The audit report will be supplied to no other person or identity except as directed by a court order.

**SECTION 1.17 EMAIL COMMUNICATIONS:**

The participant shall provide MLIS an email address through which the participant desires to receive official email correspondence/communications from the service. Participants shall notify MLIS in writing when they desire a change in the preferred email address. MLIS is not responsible for participant's failure to report changes in their preferred email address.

**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 & Information Service shall be conducted through the listing broker, except under the following circumstances:

- (A) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (B) After reasonable effort, the cooperating broker cannot contact the listing broker or his/her representative. However, the listing broker, at his/her option, may preclude such direct negotiations by cooperating brokers.

**SECTION 2.1 PRESENTATIONS 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 extended delays.

**SECTION 2.2 SUBMISSION OF WRITTEN OFFERS:**

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

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

### **SECTION 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:**

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

### **SECTION 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS:**

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

### **SECTION 2.5 REPORTING SALES TO THE SERVICE:**

The actual selling price will be listed in the MLIS SOLD listing data. Sales shall be reported within **5 (five) calendar days** to the Multiple Listing and Information Service by the listing broker unless the negotiations were carried on under Section 2(a) or (b) hereof in which case the cooperating broker shall report, sending a copy to the listing broker within 24 hours after contract.

**Note:** The listing agreement of a property filed with the MLIS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLIS; to provide timely notice of status changes of the listing to the MLIS; and to provide sales information including selling price to the MLIS upon sale of the property. If deemed desirable by the MLIS 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 MLIS to its participants.

### **SECTION 2.6 ADVERTISING OF LISTING FILED WITH THE SERVICE:**

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

### **SECTION 2.7 REPORTING CANCELLATION OF PENDING SALE**

The listing broker shall report, **within 5 (five) calendar days**, to the multiple listing & Information service the cancellation of any pending sale, and the listing shall be reinstated within the **same 5 (five) calendar days**. **Failure to reinstate a pending sale and/or cancellation within 5 (five) calendar days shall result in a fine of \$50.00 (fifty dollars).**

#### **SECTION 2.8 DISCLOSING THE EXISTENCE OF OFFERS**

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. (Adopted 11/05)

#### **SECTION 2.9 AVAILABILITY OF LISTED PROPERTY**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

#### **SECTION 2.10 REPORTING RESOLUTIONS OF CONTINGENCIES**

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

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

If the seller of any listed property filed with the multiple listing service refused 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 by whatever means available to the listing participant.

### **PROHIBITIONS**

#### **SECTION 4 INFORMATION FOR PARTICIPANTS ONLY:**

Any listing filed with the Service shall not be made available to others when participants "Opt-Out" as provided in Section 29 of these rules and regulations.

#### **SECTION 4.1 FOR SALE SIGNS:**

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

#### **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.

#### **SECTION 4.3 SOLICITATIONS OF LISTINGS FILED WITH THE SERVICE:**

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

#### **SECTION 4.4 PHOTOS AND VIRTUAL TOURS:**

There shall be at least one primary photo with all listings except land listings. Failure to provide one

photo within the required time period of five (5) calendar days will result in a fine of \$50.00. The primary photo in the MLIS must be a truthful representation of the listing and not signage or a view from the property. No photos shall have company logos, branding, identifying marks or recognizable artwork including website addresses, emails or phone numbers. Copyright markings will be the only markings allowed. There will be a \$50.00 fine if such photos are entered in the database. Failure to remove the photo within (five) 5 calendar days after notification will result in the photo being removed by MLIS.

Photos for land listings will be optional. If a photo is submitted for land, it must be a truthful representation of the listing and not signage or a view from the property. No photos shall have company logos, branding, identifying marks or recognizable artwork including website addresses, emails or phone numbers. Copyright markings will be allowed.

Virtual tours are optional for listings. Virtual tour links entered into MLIS shall not contain advertising, signage nor company logos, branding, identifying marks or recognizable artwork including website addresses, emails or phone numbers and may not have links in the virtual tour. Copyright markings will be allowed. There will be a \$50.00 fine if branded virtual tour links are entered in the database. Failure to remove the branded virtual tour link within five (5) calendar days will result in the virtual tour link being removed by MLIS.

#### **SECTION 4.5 SECOND ADDRESS LINE:**

The second address line shall be used for additional property identification, such as unit #, Condo # etc, but shall not be used for any prohibited public information (refer to SECTION 13.1 PUBLIC DATA DISPLAY). Information entered on the second address line shall not conflict with information provided on the primary address line.

**NOTE:** Section 4 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 the 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 associate brokers seeking the listing upon its expiration.

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

Section 4 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.

Section 4 does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

#### **SECTION 4.6 ASSOCIATED DOCUMENTS**

The listing broker, when listing residential dwellings built prior to 1978, shall place the listings Lead-Based Paint Disclosure Form (RANM Form 5112) in the listings Associated Documents. Failure to provide the listing Lead-Based Paint Disclosure form in the associated documents within five (5) calendar days of the listing date, will result in a fine of \$50.00. (01/09)

#### **SECTION 4.7 REQUIRED FIELDS**

Each MLIS listing class input form has required data fields on there input forms marked with a blue R symbol. Failure to fill in any required field will automatically result in a fine of \$50.00 per field not entered.

## **DIVISION OF COMMISSIONS**

### **SECTION 5 COMPENSATION SPECIFIED ON EACH LISTING**

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

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

\*The compensation specified on listings filed with the multiple listing and information 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 his producing an offer to purchase. The compensation specified on listings published by the MLIS 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.

**Note:** A listing which reflects no offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount will not be displayed in the MLIS database. Further no listing shall include general invitations by listing brokers to other participants to discuss terms and conditions of possible cooperative relationships. (Amended 11/96)

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 11/96)

This shall not preclude the listing broker from offering any MLIS participant compensation other than the compensation indicated on any listing published by the MLIS, provided the listing broker informs the other broker, in writing, in advance of his producing an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the

service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 11/95)

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

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

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

**Note 4:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they produce an offer that ultimately results in a successful transaction. (Adopted 11/98)

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

**Note 6:** Multiple Listing Services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers; where the sale price is insufficient to pay the total of all liens and costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple Listing Services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they must 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 must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers.

**Section 5.0.1:** Participants must disclose potential short sales when reasonably known to the listing participants. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

## **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 and information service, that person shall disclose that interest in the public remarks when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing and information service participants.

## **SECTION 5.2: PARTICIPANT AS PURCHASER**

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

### **SECTION 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS:**

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

The following letters will indicate to whom the listing broker is offering compensation and will be added to the percentage or dollar amount offered:

The letter B will indicate Buyers Agent.

The letter S will indicate sub agent

The letter T will indicate Transaction Broker

The letter V will indicate variable code and must be defined **in Code Remarks**. Variable is when the seller pays less total commission if sold by the listing office.

No letter designation after the code indicates it is open to any real estate licensee who is a member of the Las Cruces Multiple Listing and Information Service. (Amended 09/25/02).

### **SECTION 5.4: COMPENSATION REMARKS FIELD**

In any instance where a participant discloses a potential short sale, participants may communicate to other participants how any reduction in the gross commission established in the listing contract and required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. This information will be entered in the "Code Remarks" field. In such instances, where the gross commission established in the listing contract may be reduced by a court, the potential reduction in compensation and the apportionment between the listing Participant and the selling Participant may be disclosed in the Code Remarks field. Communicated compensation presented in the Code Remarks field must be positive statements and not leave the cooperating participant in question of the compensation to be received.

Any listing contract that does not have a gross commission amount or percentage, as established by SECTION 5, at the listing onset, may not be entered into the MLIS database. It is a violation of these rules and regulations for a Participant to knowingly not disclose a short sale that may have a potential reduction in the gross commission and doing so will result in a fifty (\$50.00) dollar fine and the listing removed from the database.

## **SERVICE CHARGES**

### **SECTION 6. SERVICE FEES AND CHARGES:**

The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

**Initial Participant Fee:** An applicant for participation in the Service shall pay an application fee of \$750.00 with such fee to accompany the application. The Participants application fee shall become non-refundable and non-transferable.

**Recurring Participation Fee:** The annual participation fee of each Participant shall be an amount equal to an amount specified from time to time by the Board of Directors plus gross receipt tax applicable to Las Cruces, times each associate broker, unlicensed assistants, licensed or certified appraiser and /or individuals seeking licensure or certification as real estate appraisers who has access to and use of the service, whether licensed as a broker, associate broker or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made on a semi-annual basis due by the first calendar day of January and July annually. Fees shall be prorated on a monthly basis. Failure to pay fees by the specified date will result in inactivation in MLIS plus a reinstatement fee established by the Board of Directors.

## **COMPLIANCE WITH RULES**

### **SECTION 7 COMPLIANCE WITH RULES:**

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

1. For failure to pay any **service charge, fine or fee by the specified date**, and provided that at least ten (10) calendar days notice has been given, the Service shall be suspended until such service charges or fees are paid in full.
2. For failure to comply with any other rule, all provisions of Sections 9 and 9.1 shall apply.

### **SECTION 7.1 APPLICABILITY OF RULES TO USER AND/OR SUBSCRIBERS:**

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

The Participant shall notify the Las Cruces Multiple Listing and Information Service of the severance of any individuals, i.e. licensed associate brokers and unlicensed assistants, who participate in the Las Cruces MLIS within five calendar days of the severance. Failure to notify the Las Cruces MLIS of the severance will result in a five hundred dollar fine to the Participant. (8/08)

### **SECTION 7.2 CORRECTIONS OF DATABASE ERRORS**

Failure to initiate and complete corrective actions on database errors within five (5) calendar days, after a fine has been issued, shall result in inactivation from the service until corrections are completed. Fines issued are still due and payable.

### **SECTION 7.3 LISTING CLASS NOTES**

New listings offering construction for Residential, Multi-Family, and Commercial/Industrial property shall be entered as Build to Suite until construction has actually begun. Active listings reported in Residential, Multi-Family, and Commercial/Industrial which do not have construction actually ongoing, will result in a fifty dollar (\$50.00) fine.

## **MEETINGS**

### **SECTION 8 MEETINGS:**

The meetings of the Participants in the Service or the Board of Directors of the Multiple Listing and Information Service for the transaction of business of the Service shall be held in accordance with the provisions of Article 7, bylaws of the Service.

## **ENFORCEMENT OF RULES OR DISPUTES**

### **SECTION 9 CONSIDERATION OF ALLEGED VIOLATIONS:**

The MLIS Board of Directors may give consideration to all written complaints having to do with violations of the Rules and Regulations.

### **SECTION 9.1 VIOLATIONS OF RULES AND REGULATIONS:**

If the alleged offense is a violation of the Rules and Regulations of the MLIS and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLIS Board of Directors, and if a violation is determined, the Board of Directors may direct the imposition of sanction.

### **SECTION 9.2 COMPLAINTS OF UNETHICAL CONDUCT:**

All complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Las Cruces Association of REALTORS®, Inc. for appropriate action in accordance with the professional standards procedures established in the Associations bylaws.

## **CONFIDENTIALITY OF MLS INFORMATION**

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

Any information provided by the MLIS 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.

### **SECTION 10.1 MLIS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:**

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

subscribers provides.

**SECTION 10.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:**

Realtor® members who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLIS, are nonetheless entitled to receive by purchase all information other than current listing information that is generated wholly or in part by the MLIS, including comparable information, and statistical reports (see menu of services). This information is provided for the exclusive use of Realtor® members and individuals affiliated with Realtor® members who are also engaged in the real estate business and may not be transmitted, re-transmitted, or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these rules and regulations.

**SECTION 10.3 ADDITIONAL ALLOWED PERSONS ENTITLED ACCESS TO MLIS COMPILATIONS. (APPROVED BY BOARD OF DIRECTORS AND VERIFIED FOR COMPLIANCE WITH THE NM REAL ESTATE COMMISSION JANUARY 1998)**

The additional allowed persons, herein referred to as unlicensed assistants, shall be affiliated with Participants and/or Subscribers. Those assistants shall be associated with or employed by a Participant and/or licensee as an unlicensed compensated employee or assistant. No activity regarding MLIS information made available to these assistants shall be permitted without the direct supervision and approval of the Participant and/or licensee. Assistants shall be entitled on behalf of the Participant and/or licensee as part of their association with the Participant and/or licensee to secure such MLIS data as is specifically instructed and requested in writing by the Participant and/or licensee. Assistants shall be entitled to attend organized MLIS Listing Tour presentations and to present information to distribute or disseminate information prepared and approved by the Participant and/or licensee. The Participant and/or licensee shall be responsible to provide orientation to the assistant regarding the sensitivity and confidentiality of the information to be received and shall be responsible for the activities of the assistant. A fee will be assessed to the Participant in the amount of \$30 plus gross receipt tax applicable to Las Cruces, semi-annually payable to the Multiple Listing and Information Service, Inc.

**OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS**

**SECTION 11**

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

**SECTION 11.1**

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

**USE OF COPYRIGHTED MLS COMPILATIONS**

## **SECTION 12 DISTRIBUTION:**

Participants shall at all times maintain control over and responsibility for each copy of any MLIS data provided to them by the MLIS, 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 MLIS. Use of information developed by or published by the Multiple Listing and Information Service is strictly limited to the activities authorized under a Participant's licensor(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 the Multiple Listing and Information Service where access to such information is prohibited by law.

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

### **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. Any listing must display, at a minimum, the name and telephone number of the listing firm and the listing agent name. (*Amended May 2002*)

### **SECTION 12.2 REPRODUCTION:**

Participants or their affiliated licensees shall not reproduce any MLS data 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, re-transmitted 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", or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. Internet display of the information is governed by IDX policy.

However, only such information that an association or association-owned multiple listing service has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations

\*It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable," as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchasers' 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. Any listing must display, at a minimum, the name and telephone number of the listing firm and the listing agent name. (Amended May 2002)

## **USE OF MLIS INFORMATION**

### **SECTION 13 LIMITATIONS ON USE OF MLIS INFORMATION:**

Information from MLIS compilation of current listing information, from Statistical Reports, or from any sold or comparable report of the MLIS may be used by MLIS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker). However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the MLIS 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 Las Cruces Multiple Listing Service for the period (date) through (date)".

### **SECTION 13.1 PUBLIC DATA DISPLAY:**

#### **I. Ownership of MLS Compilation and Copyright**

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

Public remarks are for information on the property. Other information including but not limited to branded tours, agent incentives, commission details, contact information, personal promotion or agency of specific lender, details regarding offers, etc. are fineable offenses in the amount of \$50.00 (fifty dollars) per occurrence and the offending statement will be removed from the MLIS by the MLIS staff. Further, public remarks shall not contain email addresses, web site addresses, telephone numbers, and names are not allowed to indicate documents of any type are available. REALTOR® remarks are to be used for the above exceptions or agent to agent communications. (8/1/08)

II. The following fields, if included in the MLIS database, shall be considered confidential and shall not be disseminated to the public in or by any and all means, including but not limited to, written, printed, faxed, e-mailed, electronic or other communications.

- A. Any or all existing financial information
- B. Owner or Tenant names
- C. Owner or tenant phone numbers
- D. Listing date
- E. How to show property and its occupancy status
- F. Listing expiration date
- G. Original asking price
- H. Cooperative compensation code
- I. Designated Broker to Broker text remark field
- J. Email Addresses
- K. Website Addresses
- L. Company Logos
- M. Phone Numbers
- N. Cooperative compensation code remarks
- O. Court Approval Field
- P. Short Sale Field
- Q. Entry Only Listing Field
- R. Limited Service Listing Field

1. The public is defined as anyone who is not a Participant and/or their licensees and is not authorized to have MLIS participation rights.
2. These fields shall not be used in any display to the public for advertising purposes. The New Mexico Real Estate Commission has ruled that internet display of real property information is considered advertising.
3. All fields may be released by Participants and/or licensees affiliated with the Participant, to their clients during contract negotiations, as required consummating the sale.

If the seller has said no to including interior photographs and/or videography to market the property, placing the property on the internet, including the property address on the internet, including the property or the property address on the Virtual Office Website (VOW) or other website(s) maintained by the listing broker, at broker's discretion the IDX box on the listing input sheet should say NO.

## **CHANGES IN RULES AND REGULATIONS**

### **SECTION 14 CHANGES IN RULES AND REGULATIONS:**

Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Board of Directors of the Multiple Listing and Information Service, Inc., subject to final approval by the Board of Directors of the Las Cruces Association of REALTORS®, Inc.

## **ORIENTATION**

### **SECTION 15 ORIENTATION**

Any applicant for MLIS Participation and any licensee affiliated with an MLIS Participant who desires access to MLIS generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to MLIS Rules and Regulations, including basic Paragon training and the operation of the MLIS, within ninety (90) calendar days after access has been provided. Failure to complete the orientation within the 90 calendar days will result in inactivation of all MLIS services until orientation is completed. (Amended 02/06)

## **SECTION 16 NAR LISTING POLICY:**

The Multiple Listing and Information Service Rules and Regulations incorporate, by reference, the NAR Multiple Listing Policy and its revisions.

## **PARTICIPANT AUTHORIZATION**

### **SECTION 17**

If a participant elects to have a Managing Broker or another Qualifying Broker sign documents on behalf of the Participant, MLIS must have a letter on file from the Participant naming the Managing Broker or Qualifying Broker and stating the Managing Broker or Qualifying Broker will be held responsible as well as the Participant. It will be the responsibility of the Participant to notify MLIS when an individual is no longer authorized to act on their behalf. (March 2006)

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

### **SECTION 18 IDX DEFINED**

IDX affords MLIS participants the option of authorizing display of their "Active", "Exclusive Agency Active", and "Under Agreement-Continue to Show" listings on other participants' Internet Websites. (6-09)

### **SECTION 18.1 AUTHORIZATION**

Participants' consent for display of their "Active", "Exclusive Agency Active", and "Under Agreement-Continue to Show" listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLIS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download or frame the aggregated MLIS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. Participants' who desire to blanket opt-out of IDX must submit the "Broker Opt-Out Form" at Appendix D.

### **SECTION 18.2 PARTICIPATION**

Participation in IDX is available to all MLIS participants who are Realtors® who are engaged in real estate brokerage and who consent to display of their listings by other participants. This requirement can be met by maintaining an office or Internet presence from which participants are available to represent real estate sellers or buyers (or both).

#### **SECTION 18.2.1**

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

#### **SECTION 18.2.2**

Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLIS database.

### **SECTION 18.2.3**

Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web sites shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

### **SECTION 18.2.4**

Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.) list price, type of property, cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant.

### **SECTION 18.2.5**

Participants must refresh all MLIS downloads and refresh all MLS data at least once every seventy two (72) hours.

### **SECTION 18.2.6**

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

### **SECTION 18.2.7**

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

## **SECTION 18.3 DISPLAY**

Display of listing information pursuant to IDX is subject to the participant holding an Internet Data Exchange (IDX) License and the following rules:

### **SECTION 18.3.1**

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

#### **SECTION 18.3.1.1**

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed on IDX sites.

#### **SECTION 18.3.2**

Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly

identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

### **SECTION 18.3.3**

All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of listing data.

### **SECTION 18.3.4**

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

### **SECTION 18.3.5**

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

### **SECTION 18.3.6**

All listings displayed pursuant to IDX shall show the MLIS as the source of the information.

### **SECTION 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their Web sites 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 MLIS. The MLIS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLIS from liability.

### **SECTION 18.3.9**

A Participant shall limit the number of listings that a consumer may view, retrieve, or download to not more than 250 current listings on any inquiry.

### **SECTION 18.3.10**

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

### **SECTION 18.3.11**

Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLSs. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.

### **SECTION 18.3.12**

Display of expired, withdrawn, sold, and pending listings is prohibited.

### **SECTION 18.3.13**

Participants are required to employ appropriate security protection such as firewalls provided that any security measures required may not be greater than those employed by the MLIS.

### **SECTION 18.3.14**

IDX operators must maintain an audit trail of consumer activity on the IDX site and make that information available to the MLIS if the MLIS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLIS rules related to use by consumers.

### **SECTION 18.4 SERVICE FEES AND CHARGES**

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

## **DATA SECURITY** **SAFEMLS™**

### **SECTION 19**

MLIS database security with regard to Clarity SAFEMLS™ is subject to the following:

1. MLIS members as of March 15, 2006 received a SAFEMLS™ token free of charge.
2. Any agent becoming a member of MLIS after March 15, 2006 will be charged \$85.00 (eighty five dollars) for the SAFEMLS™ token.
3. Members will be issued only one SAFEMLS™ token. Members may purchase a replacement for lost, stolen or damaged tokens. Malfunctioning tokens will be replaced upon return to MLIS. MLIS will have sole discretion as to determination of a malfunction.
4. Unlicensed assistants, who access the MLIS database, will be charged \$20.00 (twenty dollars) for the token plus \$15.00 per quarter. Access will be granted only upon written authorization of their Participant. The unlicensed assistant will be required to come to the MLIS office with a photo ID to get a token and password.
5. All licensed assistants must be members of MLIS.
6. The SAFEMLS™ system shall be applied to Paragon access; Paragon Desktop; Paragon Wi-Fi, FTP data feeds, SUPRA Products as available and any other areas identified as compatible with the SAFEMLS™ system.
7. When MLIS membership is terminated, the SAFEMLS™ tokens will be re-purchased by MLIS for \$15.00 (fifteen dollars) providing they are in working order.
8. There will be only one password and login issued per agent or assistant and there will be only one DisplayKey or EKey issued to licensed agents.
9. It is a violation of these rules and regulations for anyone, other than the registered user, to use a SAFEMLS™ token and doing so will result in a \$100.00 (one hundred dollar) fine.
10. MLIS will not approve nor sanction any lockbox key or token for use with any MLIS system, except those issued, leased, and/or purchased from MLIS.

## **THREEWIDE**

### **SECTION 20 FOLDERS**

A Folder is a secured location where data packets will be stored until downloaded by the Participant. The Board of Directors shall have final approval of all folders. Folders will be issued to Participants only upon

completion of a Participants Agreement and payment of any fees defined in the Fees Menu. Every Participant in Threewise must have a minimum of one folder. Participants may sub-license packets received through folders up to the number of licenses obtained. Participants are required to obtain a folder for any downloadable data received through the packets.

## **SECTION 20.1 PACKETS**

A Packet is a data file prepared for the Participant to download and utilize. Packets will be based on content. Participants may identify the content to be placed in packets. One packet will equal one license. Each packet will be licensed based on the number of web sites to which the license data may be distributed. Photos and data received in packets will be marked to identify the receiving Participant. If data displays are identified as being on potentially unlicensed sites, Participants shall assist MLIS in any potential prosecution of unlicensed site owners as a compliance with the Participants Agreement.

## **LOCK BOXES**

### **SECTION 21**

Lock boxes will be sold to Participants at a fee to be established by the MLIS Board of Directors. Lock boxes purchased will be ordered from the manufacturer by MLIS and will be paid for in advance by the Broker. Only lock boxes and keys purchased through the MLIS will be covered by warranty.

If a Participant wants to allow their agents or staff to purchase lock boxes from the MLIS office, they must provide a signed authorization for allowed persons. Authorizations will not carry over and must be provided each time at the time of purchase.

### **SECTION 21.1**

Participants are allowed to purchase as many lock boxes as they want from MLIS. Once purchased, lock boxes are the property of the Broker. Any purchased lock box that fails should be returned to MLIS for shipment, at the MLIS expense, to the manufacturer for repair or replacement. A replacement box will be issued from the MLIS inventory and the ID number of the replacement box will be recorded as belonging to the Broker. When the failed lock box is replaced, it will be added to the MLIS inventory. Should MLIS be charged for the failed lock box repair or replacement, the cost will be passed on to the Participant.

### **SECTION 21.2**

Lock boxes purchased by Participants will not be refunded or bought back by MLIS, except as noted in Section 21.1. The board of directors may, from time to time, consider purchasing lock boxes from Participants on a case by case basis. MLIS is not obligated to purchase lock boxes from participants.

## **RENTAL**

### **SECTION 22**

This category is specifically for rental property that is not commercial. The only available statuses for this class will be Active, Active TOM (Temporarily off the Market), Withdrawn, Rented, and Expired.

### **Section 22.1**

Rental property may go in this category when the participant has a written management agreement for the property. The expiration date reflected will be the management agreement expiration date.

### **Section 22.2**

There is no requirement that rental properties be entered into the MLIS database, but when entered all MLIS rules will apply.

### **Section 22.3**

Participants must offer compensation on rental properties entered into this database class. Compensation must be expressed as a percentage of the gross monthly rental rate or as a definite dollar amount detailed in the database Realtor Info section. Further no rental listed shall include general invitations by Management Brokers to other participants to discuss terms and conditions of possible cooperative relationships, however, the management broker retains the right to determine the amount of compensation offered to other participants. This shall not preclude the management broker from offering any MLIS participant compensation other than the compensation indicated on any listing published by the MLIS, provided the management broker informs the other broker, in writing, in advance of his producing an offer to rent, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. (Amended 01/09)

## **BUILD TO SUIT**

### **SECTION 23**

This category is specifically for land that does not have existing construction but is approved or preliminarily approved for construction. The only available status for these listings will be Active, Withdrawn or Expired.

1. A listing may go in this category when there is a written listing agreement with a Builder.
2. There must be a legal description.
3. The builder must own or have the legal right to sell the land.
4. Once construction begins, the listing must be removed from Build to Suit and entered into the other appropriate class., i.e. residential, multi-family or commercial.
5. The ending date cannot exceed the expiration date of the listing contract.

The only acceptable pictures are:

- A. Land Only
- B. A rendering that is noted as a rendering on the picture.

## **ACCURACY OF INFORMATION**

### **SECTION 24**

Multiple Listing and Information Service strives to insure information presented is accurate and presents a true picture.

#### **SECTION 24.1 SUBMISSION TO THE SERVICE.**

Listing information shall be reported to the Multiple Listing and Information Service accurately by the listing broker. Listing brokers shall insure all information; including portions thereof, graphics contained thereon, or any of the content of the submitted information is reported accurately and represents a true picture of the listing submitted. **A \$50.00 (fifty dollar) fine will be assessed, per field, for any required field that is not populated and/or any field not accurately populated. (8/1/08)**

#### **SECTION 24.2 HISTORICAL RECORDS OF THE SERVICE.**

Closed listings, identified by statuses of Withdrawn, Expired and Sold are considered historical records and will not be altered by the listing broker once given those statuses. Requests for those listings to be altered will be submitted to the Multiple Listing and Information Service by the Qualifying Broker. All alterations of historical records shall require Board of Directors approval.

#### **SECTION 24.3 LISTING BROKER DEFINED:**

Listing broker, as used in Section 24.1 and 24.2, is defined as the Participant.

#### **SECTION 24.4 SERVICE DEFINED**

Multiple Listing Service, as used throughout these rules and regulations, is defined as the Multiple Listing & Information Service.

### **TEAMS**

#### **SECTION 25 TEAMS DEFINED.**

A team is a group of two or more within the same company who work exclusively together for the joint benefit and profit of the group concerned; whether the members contributions or compensations are equal or unequal; generally has single leadership and name; and no member of the group is the participant or a real estate company or the company owner.

#### **SECTION 25.1 TEAM SETUP APPROVAL.**

- a. Teams are setup by the MLIS Staff once the following forms have been received:
  - (1) Participant approval utilizing Team Setup Form (available from MLIS)
  - (2) Team Leader identification of the team "Name" for use throughout the MLIS and confirmation of how the team name will be used throughout the MLIS listing and sales data cycle. Team Leaders will use the Team Name Form (available from MLIS)
  - (3) Each team member shall verify and approve their confirmation of the Team Leader submitted information pertaining to their listings and/or sales within the MLIS data cycle. Team members will use the Team Confirmation Form (available from MLIS)
- b. The team leader will provide MLIS data access information for each team member using the Team Access Authorization Form (available from MLIS)
- c. Team leaders will identify the start date, not less than five (5) working days after all necessary forms have been submitted to the MLIS Staff.
- d. Team Data Disposition form (available from MLIS) will be completed before the Team is set up by MLIS.

## **SECTION 25.2 TEAM TERMINATION.**

- a. Team Leaders will notify the MLIS of a Team Termination utilizing the Team Termination Form (available from MLIS)

## **USE OF TERMS MLS AND MULTIPLE LISTING SERVICE**

### **SECTION 26**

As of May 28, 2008, Multiple Listing and Information Service adopted into the rules and regulations Section 4.4 from the NAR Handbook on Multiple Listing Policy:

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

### **SECTION 26.1 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. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one (1) year
- g. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Adopted 11/07NAR)*

(SECTION 26.1 adopted on May 28, 2008 from the NAR Handbook on Multiple Listing Policy, Section 7)

## **VIRTUAL OFFICE WEBSITE (VOW)**

## **SECTION 27**

Display of listing information pursuant to VOW is subject to the participant holding a Virtual Office Website (VOW) License and the following rules:

### **SECTION 27.1**

**(a):** A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

**(b)** As used in Section 26 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

**(c)** “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

**(d)** As used in Section 26 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

### **SECTION 27.2**

**(a):** The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

**(b)** Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

**(c)** Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

### **SECTION 27.3**

**(a):** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

**i.** The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

**ii.** The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

**iii.** The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

**(b)** The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

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

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

**i.** That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

**ii.** That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

**iii.** That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

**iv.** That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

**v.** That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

**vi.** That the Registrant acknowledges that their receipt of sold information does not cause a "Non-Disclosure" violation under the requirements of state law and/or regulations. (6/09)

**(e)** The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

**(f)** The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

#### **SECTION 27.4:**

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

#### **SECTION 27.5**

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

(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 27.6**

**(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.

**(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 as reflected at Appendix B.

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

**SECTION 27.7:**

(a) Subject to subsection (b), a Participant's VOW may allow third-parties

i. To write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

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

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to SECTION 27.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**SECTION 27.8:**

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.

**SECTION 27.9:**

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

**SECTION 27.10:**

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

**SECTION 27.11:**

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

**SECTION 27.12:**

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

**SECTION 27.13**

A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**SECTION 27.14:**

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

**SECTION 27.15:**

A Participant's VOW may not make available for search by, or display to, Registrants any of the following information: (6-09)

- a. The compensation offered to other MLS Participants.
- b. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- c. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- d. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

**SECTION 27.16:**

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

**SECTION 27.17:**

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

**SECTION 27.18:**

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

**SECTION 27.19:**

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 250 current listings.

**SECTION 27.20:**

A Participant shall require that Registrants' passwords be reconfirmed or changed every 365 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently. (11.03.08)

**SECTION 27.21:**

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

**SECTION 27.22:**

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

**SECTION 27.23:**

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

**SECTION 27.24:**

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

**SECTION 27.25:**

Where a seller affirmatively directs their 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 48 hours.

## **MLIS Utilization Licenses**

**SECTION 28:**

Participants that wish to establish IDX or VOW sites must notify MLIS of their intention at least ten (10) calendar days in advance of establishing the site and must make the site directly accessible to the MLIS for purposes of monitoring/ensuring compliance with applicable rules and polices. Participants must hold the appropriate license granting and verifying utilization of the data being requested. (See menu of services Appendix A.)

## **SECTION 28.1: PARTICIPATION LICENSE**

1. Participants are granted a participation license with MLIS membership. This license authorizes the Participant to enter and display listing data in the MLIS database.
2. Participants are responsible and accountable for their listing data entered in the database under this license.
3. Participants sub-license their subscribers to have access to the database and may authorize a subscriber to have input privileges under their sub-license.
4. The participation license and all sub-licenses issued are withdrawn upon the participant's membership suspension or termination. Participants withdraw granted sub-licenses when a subscriber leaves their firm and must notify MLIS in writing of the subscribers departure.
5. Participants failure to notify MLIS within 5 calendar days of the subscribers departure, is subject to a \$500.00 fine.

## **SECTION 28.2: INTERNET DATA EXCHANGE (IDX) LICENSE**

1. Participants may purchase a IDX license from MLIS. This license grants and verifies the participants right to display IDX data on one of their firm web sites using smart framing or the RETS system.
2. Participants are responsible and accountable for MLIS data displayed under a IDX license.
3. Participants may sub-license their IDX license for use on other web sites to include their firm subscriber's web sites by purchasing a sub-license agreement for each site to be used for the display of IDX data.
4. This license and any sub-license are effective upon agreement signing and payment of fees per the menu of services at Appendix A. Initial agreement signing and payment must coincide with the initial ten (10) day intent notification.
5. This IDX license and all sub-licenses are withdrawn upon the participant's membership suspension or termination. Participants must withdraw granted sub-licenses when a subscriber leaves their firm and further notify MLIS of that withdrawal.
6. Participants must notify MLIS of any change in the web site displaying the MLIS data provided under this license.
7. Participants must withdraw the sub-license and notify MLIS within 5 calendar days of the subscriber's departure from the participants firm or any change in the display location provided to MLIS. Failure to make these notifications is subject to a \$500.00 fine.

## **SECTION 28.3: VIRTUAL OFFICE WEBSITE (VOW) LICENSE**

1. Participants may purchase a VOW license from MLIS. This license grants and verifies participants the right to display MLIS data on one of their firm web sites using the RETS system.
2. Participants may designate an Affiliated VOW Partner ("AVP") to operate a VOW on their behalf, subject to the participant's supervision and accountability and terms of this license.
3. Participants are responsible and accountable for MLIS data displayed under a VOW license.
4. Participants may sub-license their VOW license for use on other web sites to include their firm subscriber's web sites by purchasing a sub-license agreement for each site to be used for the display of MLIS data utilizing the RETS system.
5. This license and any sub-license are effective upon agreement signing and payment of fees per the menu of services at Appendix A. Initial agreement signing and payment

- must coincide with the initial ten (10) day intent notification.
6. This VOW license and all sub-licenses issued under this license are withdrawn upon the participant's membership suspension, termination, or failure to timely pay the license or sub-license fees.
  7. Participants must withdraw granted sub-licenses when a subscriber leaves their firm and further notify MLIS of that withdrawal.
  8. Participants must notify MLIS of any change in the web site displaying the MLIS data provided under this license.
  9. Participants must withdraw the sub-license and notify MLIS within 5 calendar days of the subscriber's departure from the participants firm or any change in the display location provided to MLIS. Failure to make these notifications is subject to a \$500.00 fine.

#### **SECTION 28.4: SUBSCRIPTION LICENSE**

1. Participants may purchase a subscription license from MLIS. This license directs MLIS to transfer the participants listing data only to one specified server desired by the participant.
2. Participants are responsible and accountable for MLIS data transferred under a subscription license.
3. This license is effective upon agreement signing and payment of fees per the menu of services at Appendix A.
4. This subscription license is withdrawn upon the participant's membership suspension, termination, or failure to timely pay the license fees.

#### **SECTION 28.5: COLLABORATION LICENSE**

1. Collaboration Licenses are only issued under a contractual agreement approved by the Board of Directors.
2. MLIS may enter into a contractual agreement with any other Multiple Listing Service (MLS) or other unspecified identity, under which the parties have contractually agreed to provide the active database information under the collaboration license.

#### **SECTION 29 MLIS DATABASE DISPLAY AUTHORIZATION**

Participant's consent for display of that Participant's listings by other MLIS Participant's and through any other MLS or other unspecified identity established by MLIS contractual agreement as approved by the MLIS Board of Directors and/or identified by these rules and regulations. The participant consent is presumed unless a Participant affirmatively notifies the MLIS in writing that it has withdrawn consent to such display ("Opt-Out").

##### **SECTION 29.1 DISPLAY OPT-OUT**

A Participant that wants to "Opt-Out" may affirmatively notify MLIS using the "Broker Opt-Out Form" provided at Appendix D to these rules and regulations. MLIS must receive the form, signed by the participant, not less than ten (10) calendar days prior to the effective date on the "Broker Opt-Out Form".

##### **SECTION 29.2 DISPLAY AUTHORIZATION WITHDRAWN**

A Participant that "Opts-Out" may not display other participant's listings utilizing the Internet Data Exchange (IDX) License and/or the Virtual Office Website (VOW) License. This prohibition includes framing other locations that utilizes MLIS data under those licenses or MLIS data provided to third parties. A decision to "Opt-Out" may not be revoked for a period of one hundred twenty (120) days from the effective date on the "Broker Opt-Out Form".

### **SECTION 29.3 ALLOWED DISPLAY**

Participants may display their firm listings on public websites to include utilizing a subscription license to facilitate that display.

### **SECTION 29.4 AUTOMATED VALUATIONS AND BLOGGING**

Participants shall indicate on listing input forms when the seller(s) desire that their property not be included in Automated Valuation Systems (AVM) and or blogging activities on internet websites to include IDX and VOW. Participants shall have the "Seller Partial Opt-Out Form" signed by the seller. Participants shall not include seller(s) listed property in AVM or blogging when AVM and blogging has been indicated "NO" in the MLIS database.

### **SECTION 30 DISTRIBUTION BOXES**

MLIS provides distribution boxes for each firm. These boxes allow MLIS and MLIS firms a means to distribute MLIS related information between MLIS and MLIS participants, their firms, and their subscribers. These distribution boxes are not for distribution of mail nor are they for the distribution of advertising by businesses outside of MLIS, even when those businesses are owned by an MLIS participant or subscriber.

### **SECTION 31 MLIS FINANCIAL STATEMENTS**

The Income Statement of the Multiple Listing and Information Service is available to Participants, during regular business hours and upon advanced request, for inspection and review at the Association office. Records may not be copied or removed from the premises. An MLIS Confidentiality and Nondisclosure Agreement must be signed by the participant requesting the review prior to the review. (4/09)

**APPENDIX A**

**Menu of Services**

Description Period	Fee	Fee
Paragon 4 On-Line, Required with MLIS, Includes Annually Tax Insight Wi-Fi Integrated Street Mapping Voice Alert Voice Search Display Key Lease	\$325.12	Semi-
Paragon 4 On-Line with E-Key/Palm Includes Annually Tax Insight Wi-Fi Integrated Street Mapping Voice Alert Voice Search E-Key or Palm Used For Lockbox Entry (Monthly Supra Charge for E-Key/Palm Use)	\$278.77	Semi-
<b>&gt;&gt; Additional and/or Optional Fees &lt;&lt;</b>		
Paragon 4 Desktop – Optional Annually	\$25.00	Semi-
Smart Framing – Per Website – Optional Annually	\$25.00	Semi-
Internet Data Exchange License – Optional Annually	\$50.00	Semi-
Virtual Office Website License – Per Website – Optional Annually	\$50.00	Semi-
Subscription License – Per Website – Optional Annually	\$50.00	Semi-
Lockboxes – Each Lockbox – Optional Time Each	\$106.00.	One
Display Key Setup Fee per key – Additional Time	\$85.00	One
SafeMLS Token	\$85.10	One

Time		
Comparable & Statistical Information Release	\$250.00	Each
New Participant Fee Time	\$750.00	One
Collaboration License Contractual Agreement	Negotiated	

APPENDIX B

**Seller Opt-Out Form**

Date: \_\_\_\_\_  
\_\_\_\_\_

MLIS #:

Property Address:

\_\_\_\_\_  
\_\_\_\_\_

1. Please check either Option A or Option B:

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

OR

- Option 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/We understand and acknowledge that, if I/We 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 search.

Owner(s):

Print Name: \_\_\_\_\_ Signature:  
\_\_\_\_\_

Print Name: \_\_\_\_\_ Signature:  
\_\_\_\_\_

**Listing Agent(s):**

Print Name: \_\_\_\_\_ Signature:  
\_\_\_\_\_

Print Name: \_\_\_\_\_ Signature:  
\_\_\_\_\_

APPENDIX C

**EXCLUSIVE INPUT WAIVER FORM**

Listing Date: \_\_\_\_\_

Expiration Date:

Property Address: \_\_\_\_\_

Please check all options that apply:

**EXCLUSIVE WAIVER**

- I hereby certify that my listing agent has shown me the advantages of the Multiple Listing and Information Service (MLIS) system, but I do not wish my property to be listed with the MLIS.

**INPUT WAIVER**

- Listing input will be/has been postponed to MLIS due to listing property repairs being completed prior to marketing and is not being shown by my firm.
- Listing input will be/has been postponed to MLIS due to listing documents needs out of town owner/co-owner signatures.
- Other – Explain:  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Participant:

(Office Broker)

**Listing Agent(s):**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**Owner(s):**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

\*\*\*\*\* (FAX WAIVER TO MLIS OFFICE @ (575) 524-1396) \*\*\*\*\*

APPENDIX D

**Broker Opt-Out Form**

Effective Date: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

\_\_\_\_\_

1. I am the Participant of the above listed firm and herewith make notification to the Multiple Listing & Information Service (MLIS) in accordance with Section 29.1 of the Service Rules and Regulations, that my firm elects to “Opt-Out” of MLIS internet listing display programs. I understand that my firm’s listings will not be displayed on Internet Data Exchange (IDX) websites and or on Virtual Office Websites (VOW).
2. I understand that as a result of this “Opt-Out” my firm, and any branch office under my firm, may not display other MLIS participant’s listings utilizing the Internet Data Exchange (IDX) License and/or the Virtual Office Website (VOW) License. This prohibition includes framing other locations that utilizes MLIS data under those licenses or MLIS data provided to third parties
3. I understand and acknowledge that I may not revoke this “Opt-Out” for a period of one hundred twenty (120) days from the date below or the effective date provided.

\_\_\_\_\_

Participant Signature

Date

Date Received by MLIS: \_\_\_\_\_

APPENDIX E

**Seller Partial Opt-Out Form**

Date: \_\_\_\_\_  
\_\_\_\_\_

MLIS #:

Property Address:

\_\_\_\_\_  
\_\_\_\_\_

1. Please check one or both if desired:

- I have advised my broker or sales agent that I do not want the listed property to be part of **blogging activities** on the Internet. I understand the term blogging generally refers to a shared on-line journal, usually in chronological order, where people can post diary entries about their personal experiences or opinions.
  
- I have advised my broker or sales agent that I do not want the listed property to be included in an **Automated Valuation System (AVM)**. I understand the term automated valuation system generally means a web site that uses technology to blend information from multiple sources to assess property value.

2. I/We understand and acknowledge that, if I/We have selected one or both of these Options, the broker or sales agent can not guarantee the listed property will not be discussed on a blog or be included in automated valuation systems (AVM) outside their control, but they will make every effort to insure this listed property is not included in a blog nor AVM within their control.

Owner(s):

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
\_\_\_\_\_

Listing Agent(s):

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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**Print Name:** \_\_\_\_\_ **Signature:**

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