

Rules and Regulations of the  
**Columbus Board of REALTORS® Multiple Listing Service**  
September 2020

**SECTION 1 - LISTING PROCEDURES**

**Section 1 - Listing Procedures:** All MLS-required data on 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 on exclusive right-to-sell listing agreements or exclusive agency listing agreements shall be entered into the Multiple Listing Service within **1 business day\***(as defined in **The Red Book on Real Estate Contracts in Georgia by Seth G. Weissman**) after all necessary signatures of seller(s) have been obtained: (Amnd 2/2020) *\*The term "business day" means "Monday through Friday, excluding any legal holiday".*

- (a) single family homes for sale or exchange
- (b) vacant lots and acreage for sale or exchange
- (c) two-family, three-family, and four-family residential buildings for sale or exchange

**Section 1.01 - Clear Cooperation (NAR Policy Statement)** - Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19) M

**Section 1.02** – Once a listing is entered into the MLS, it must be available to be shown to the public. (Adopted 5/2020)

**Authorization to display:** The listing agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service. (N, Amnd 11/96)

**Territorial Jurisdiction:** The following counties represent the territorial jurisdiction of the MLS: Muscogee, Marion, Talbot, Harris, Chattahoochee, Meriwether, and Stewart counties. (Amnd 1/19)

**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)

**Types of Agreements Accepted:** The Multiple Listing Service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreements which make it possible for the listing broker to offer compensation to the other participants of the Multiple Listing Service acting as subagents, buyer agents, or both. (N, Amnd 11/96)

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N=NAR; AMND= Amended; ADPT=Adopted

M=Mandatory; R=Recommended; O=Optional C=CBOR

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The different types of listing agreements include:

- exclusive right-to-sell
- exclusive agency
- open\*
- 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. (N, Amnd 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. (N, Amnd 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. (N, Amnd 4/92)

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

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

### **Coming Soon Listings -**

The Columbus Board of Realtors® Multiple Listing Service will not allow member participants to advertise any unlisted or unsubmitted properties to the CBOR MLS in any media. This shall include "Coming Soon Listings".

Violations will result in the participant being fined \$1,000.00 for each per each offense.

**Media.** For the purposes of this Rule, the term "media" includes, but is not limited to, print, photographs, broadcast, and the Internet including, but not limited to, such examples as newspapers, magazines, flyers, posters, business cards, billboards, radio, videos, television, signs (including office, directional, "for sale," "for lease," "sold," or vehicle signs), newsletters, voicemail, email, facsimile transmissions, Internet websites, blogs, video blogs, property listing database services, email farming, news groups, discussion lists, bulletin boards, social networking/social media, instant text messages, multimedia advertising, banner ads, pop-ups, and similar media.(ADPT 11/2019)

**Section 1.1 - Property Types that may be Published:** 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: (N, Amnd 11/91, O)

- Residential
- Multi-Family
- Commercial
- Lakefront
- Lots
- Land and Farm

**Section 1.1 .1 - Listings Subject to Rules and Regulations of the Service:** Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the rules and regulations of the Service upon signature of the seller(s). (N, R)M

**Section 1.2 - Complete Details Required on Filed Listings:** A property data form, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. (N, R)

**Section 1.2.1 – Showing Instructions:** If there are no specific “showing instructions” on a listing entered in the MLS system, members should contact the listing agent prior to entering the property. (C, Adpt 5/10)

**Section 1.3 - Seller’s Refusal to Publish Listing:** If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing (office exclusive) and such listing shall be filed with the Service but not disseminated to the Participants. Filing of a hard copy of the listing shall be delivered to the MLS office within 1 business day; along with the certification form provided by CBOR. The certification form must be signed by the seller saying that they do not desire the listing to be disseminated by the Service. (C,AMND 9/2020) MLS Participants must distribute exempt listings within (1) business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation (M)

**Section 1.4 - Change of Status of Listing:** Any change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within forty-eight (48) hours after the authorized change is received by the listing broker. (N, R) Changes include but are not limited to pricing, listing status, agent.

**Section 1.5 - Withdrawal of Listing Prior to Expiration:** Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the Service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

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 their exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller. (N, Adpt 11/96, M)

Notice of listing withdrawal must be submitted to the MLS within 24 hours of withdrawal. Non-compliance of this rule may result in a \$50.00 fine which will be billed to the Participant. (C, Adpt. 6/2020)

**Section 1.6 – Listing Contingencies:** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants. (N, R)

**Section 1.7 - Listing Price Specified:** The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction. (N, Amnd 11/92, M)

**Section 1.8 - Listing Multiple Unit Properties:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing. When part of a listed property has been sold, the listing status should be updated in the MLS within 48 hours. (N, O)

**Section 1.9 - No Control of Commission Rates or Fees Charged by Participants:** The MLS 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. (N, M)

**Section 1.10 – Expiration of Listings:** Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. (N, Amnd 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) and filed with the Service within 24 hours. (N, Amnd 11/01, M)

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

**Section 1.12 – Service Area:** Only listings of the designated types of property located within the service area of the Multiple List Service to include Muscogee, Marion, Talbot, Harris, Chattahoochee, Meriwether, and Stewart counties and are required to be submitted to the Service. (Amend 1/19) Listings of property located outside the MLS's service area will or (will not) be accepted if submitted voluntarily by a Participant but cannot be required by the Service. (N, Amnd 11/17 M) **Note:** Associations must choose whether the service will accept listings from beyond its service area into the MLS compilation. (Amnd 11/17)

**Section 1.13 - Listings of Suspended Participants:** When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other membership obligations, except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients. (N, M)

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

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

**Section 1.16 – Listing Photos:** A main view must be uploaded within 7 business days of a listing being entered into the MLS. If the main view is not uploaded within the 7 business days the listing will be taken from view until such time a main view is uploaded. . The main view photo for all Residential and Commercial listings must be of the main structure. (no interior, water views or clip art). New construction main listing photo can ONLY be a rendering/sketch of the home or can be a photo of current construction progress. This does not apply to sold non-MLS listings entered into the system, or to listings where the seller expressly directs photos NOT be displayed in the MLS. (Amnd 2/16)

**Section 1.16.1 –Advertising in listing photos** – Company logos may not be used as a listing photo in the MLS, and no additional writing other than a copyright symbol ©, and/or a camera date/time stamp is allowed on the listing photo. (C, 2011)

## SECTION 2 - SELLING PROCEDURES

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

- (a) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (b) Reasonable effort has been made to contact the listing broker or his representative without success; however, the listing broker, at his option, may preclude (not allow) such direct negotiations by cooperating brokers (N, Amnd 4/92, M)

**Section 2.1 - Presentation of Offers:** The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. (N, Amnd 4/92, M)

**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. (N, Adpt 11/87)

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. (N, Amnd 11/04, M)

**Section 2.3 - Right of Cooperating Broker in Presentation of Offer:** The cooperating broker (subagent or buyer agent) or their representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. The agent 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. (N, Amnd 4/92, M)

**Section 2.4 - Right of Listing Broker in Presentation of Counter-Offer:** The listing broker or their representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. The agent does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. (N, Adpt 11/93, M)

**Section 2.5 - Reporting Sales to the Service:** Status changes, including final closing of sales and sale prices, shall be reported to the MLS by the listing broker within 48 hours after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker. (N, Amnd 11/11)

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

**Note 2:** In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS. In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:

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

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

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

**Section 2.6 - 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. (N, M)

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

**Section 2.8 - Reporting Cancellation of Pending Sale:** The listing broker shall file with the MLS within 48 hours the cancellation of any pending sale and the listing shall be reinstated immediately. (N, M)

**Section 2.9 - Disclosing the Existence of Offers:** Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. *(Adopted 11/08, O)*

**Section 2.10 - Availability of Listed Property:** Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (O)

### SECTION 3 - REFUSAL TO SELL

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

### SECTION 4 - PROHIBITIONS

**Section 4 - Information for Participants Only:** Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker. (N, M)

**Section 4.1 - For Sale Signs:** Only the For-Sale sign of the listing broker may be placed on a property. (N, Amnd 11/89, M)

**Section 4.2 - Sold Signs:** After a contract has been accepted and prior to closing, only the "sold" or "under contract" 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. *(N, Amnd 4/96, M)*

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

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

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

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

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

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

## SECTION 5 - DIVISION OF COMMISSIONS

**Section 5 - Compensation Specified on Each Listing:** The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (N, Amnd 11/98)

**Blanket Unilateral Offer of Compensation** - In filing a property with the Multiple Listing Service of an Association of REALTORS®, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.\* (N, Amnd 11/96)

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

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount (N, Amnd 11/95)

**Note:** MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulations). (N, Adptd 5/08)



**Broker Right to Determine Compensation** - 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. (N, Amnd 11/96)

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (N, Amnd 5/10)

**Note 1: Negotiated Commission Disclosure** - The Association Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his/her listing contract, and the Association Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Association Multiple Listing Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

**Note 2: Compensation Adjustment** - 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. (N, Amnd 4/92)

**Note 3: Commission Division Rule** - 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: Disclosure of Court Approved Commissions** - Multiple Listing Services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction.

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

**Note 6: Ability to Disclose Short Sales** - 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. (N, Amnd 5/09, M)

**Section 5.0.1 – Disclosing Potential Short Sales:** Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller

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does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. (N, Amnd 5/09)

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

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

**Section 5.2 - Participant as Purchaser:** If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant wishes to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (N, Adpt 2/92, M)

**Section 5.3 - Dual or Variable Rate Commission Arrangements:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (N, Amnd 5/01, M)

## SECTION 6 – MLS 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 Participation Fee:** An applicant for participation in the Service shall pay an application fee of \$900, with such fee to accompany the application.

**Recurring Participation Fee:** The monthly participation fee shall be \$39 for each MLS participant and subscriber who is also an association member and \$60 for each MLS participant and subscriber who is solely a member of the MLS. Participants are principals, partners, corporate officers, or branch office managers, and subscribers are non-principals, including licensed or certified appraisers who have access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made as indicated on the MLS monthly invoice.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated.\* (Adopted 11/17) **M**

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N=NAR; AMND= Amended; ADPT=Adopted

M=Mandatory; R=Recommended; O=Optional C=CBOR

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**Note 2:** Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (Amended 11/17) **R**

## SECTION 7 - COMPLIANCE WITH RULES

**Section 7 - Authority to Impose Discipline:** Compliance with rules by becoming and remaining a participant/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/subscriber can reasonably attend taking into consideration cost, location, and duration
- d) appropriate, reasonable fine not to exceed \$15,000
- e) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f) Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

**Note:** *A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14)*

**Section 7.1 - Failure to Pay/Non-Compliance:** The following action may be taken for non-compliance of rules:

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

- For failure to pay any service charge or fee within 45 days of the date due, and provided at least ten (10) days' notice has been given, the Service shall be suspended until service charges or fees are paid in full.
- If a member company's MLS access is deactivated for non-payment, MLS access may be reactivated with full payment of any balance owed plus a \$150 reactivation fee.
- If a member company's MLS access is deactivated for non-payment for a third time in a calendar year, the member company is considered to have terminated their MLS service

and may reactivate MLS participation with payment of a \$900 start up fee plus full payment of any balance owed on their MLS account.

- for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

**Section 7.2 - Applicability of Rules to Participants/Subscribers:** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the participant/subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any participant/subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant/subscriber to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all participants/subscribers affiliated with the participant. (N, Adpt 4/92, O)

## **SECTION 8 -MEETINGS**

**Section 8 - Meetings:** The Multiple Listing Service Committee shall meet monthly for the transaction of its business at a time to be determined by the Committee or at the call of the Chairperson. (N, R)

**Section 8.1 – Meetings of MLS Participants:** The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service. (N, R)

**Section 8.2 - Conduct of the Meetings:** The Chairperson shall preside at all meetings or, in the absence of a chairperson, a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee. (N, R) A quorum for the transaction of business shall consist of at least 5 of the 9 appointed members. (Amnd 1/18)

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

**Section 9 - Consideration of Alleged Violations:** The Committee shall give consideration to all written complaints having to do with violations of the rules and regulations. (N, Amnd 2/98, M)

**Section 9.1 - Violations of Rules and Regulations:** If the alleged offense is a violation of the rules and regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Committee. If a violation is determined, the Committee may direct the imposition of sanction, provided that the recipient of such sanction may request a hearing by the Professional Standards Committee of the Association in accordance with the bylaws and rules and regulations of the association within twenty (20) days following receipt of the committee's decision. (N, Amnd 11/96)

If, rather than conducting an administrative review, the MLS Committee has a procedure established to conduct hearings, the decision of the MLS Committee may be appealed to the Board of Directors of the Columbus Board of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Association's Grievance Committee for processing in accordance with the professional standards procedures of the Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Columbus Board of REALTORS®. (N, Amnd 2/98)

**Section 9.2 - Complaints of Unethical Conduct:** All other complaints of unethical conduct shall be referred by the Committee to the AE of the Columbus Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws. (N, Amnd 11/88, M)

## SECTION 10 - Confidentiality of MLS Information

**Section 10 - Confidentiality of MLS Information:** Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. (N, Amnd 4/92, M)

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

## SECTION 11 - OWNERSHIP OF MLS COMPILATION\* AND COPYRIGHT

**Section 11** - By the act of submitting any property listing content to the MLS, the Participant represents that he/she has been authorized to license and also thereby does license authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. (N, Amnd 01/17, M)

**Note:** *The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or “safe harbors” from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of “online service provider” broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display. One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein. To qualify for this safe harbor, the OSP must:*

- (1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.*
- (2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.*
- (3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.*
- (4) Have no actual knowledge of any complained-of infringing activity.*
- (5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.*
- (6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.*

*Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more information see [17 U.S.C. §512](#).*

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

**Section 11.1 – Compilation Vested in CBOR** - All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the Columbus Board of REALTORS® and in the copyrights therein, shall at all times remain vested in the Columbus Board of REALTORS®. (N, R)

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

**Section 11.2 – Entitlement to Copies of Compilation** - Each participant shall be entitled to lease from the Columbus Board of REALTORS® a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association.\* Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules. (N, M)

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

## SECTION 12 - USE OF COPYRIGHTED MLS COMPILATION

**Section 12 - Distribution:** Participants shall at all times maintain control over and responsibility for each copy of any MLS compilation leased to them by the Columbus Board of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an Association MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by an Association Multiple Listing Service where access to such information is prohibited by law. (N, Amnd 4/92, R)

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

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

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14)

### SECTION 13 - USE OF MLS INFORMATION

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

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Association or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

***“Based on information from the Columbus Board of REALTORS® MLS for the period (date) through (date).”*** (N, Amnd 11/93, M)

### SECTION 14 - CHANGES IN RULES AND REGULATIONS

**Section 14 - Changes in Rules and Regulations:** Amendments to the rules and regulations of the Service shall be by a majority vote of the members of the MLS Committee, subject to approval by the Board of Directors of the Columbus Board of REALTORS®. (N, M)

### SECTION 15 - ARBITRATION OF DISPUTES

**Section 15 - Arbitration of Disputes:** By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in

Standard of Practice 17-4 of the Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants, subject to the following qualifications:

- (a) If all disputants are members of the same Association of REALTORS® or have their principal place of business within the same Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Association of REALTORS®.
- (b) If the disputants are members of different Associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different Associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Georgia Association of REALTORS®. (N, Amnd 11/97)

**InterBoard Arbitration Procedures:** Arbitration shall be conducted in accordance with any existing InterBoard agreement or, alternatively, in accordance with the InterBoard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the National Association of REALTORS®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Association of REALTORS®. (N, Amnd 11/98, M)

*Awards: The obligation to arbitrate includes the duty to either 1) pay an award to the party (ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the Participant to disciplinary action at the sole discretion of the MLS. (amended 11/98)*

## SECTION 16 - STANDARDS OF CONDUCT FOR MLS PARTICIPANTS

**Section 16.1 – Consistency in Representation** - MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS participants have with clients. (N, Amnd 1/04, O)

**Section 16.2 – Consent for Sign Placement** - Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord. (N, O)

**Section 16.3 – Broker Consent for Extension** - MLS Participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker. (N, Amnd 1/04, O)

**Section 16.4 – Solicitation of Listings** - MLS Participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right-to-sell, an exclusive agency, or other form of contractual agreement between the listing broker and the client) the MLS Participant may contact the owner to secure such information and may discuss the terms upon which the MLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing. (N, O)

**Section 16.5 – Solicitation of Agreements** - MLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. (N, Amnd 1/98, O)



**Section 16.6 – Client Referrals** - MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. (N, Amnd 11/01, O)

**Section 16.7 – Expired Agreements** - The fact that an agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement. (N, Amnd 1/98, O)

**Section 16.8 – Representation: Past and Future** - The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business. (N, Amnd 1/04, O)

**Section 16.9 – Non-Exclusive Agreement Relationship** - MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (N, Amnd 1/98, O)

**Section 16.10 – Discussion of Future Relationship** - When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. (N, Amnd 1/98, O)

**Section 16.11 – Compensation to Brokers** - In cooperative transactions, MLS Participants shall compensate cooperating MLS Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MLS Participants without the prior express knowledge and consent of the cooperating broker. (N, O)

**Section 16.12 – Announcements to Prospects** - MLS Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS Participant. A general telephone canvass, general mailing, or distribution addressed to all to prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed general for purposes of this rule. (N, Amnd 1/04)

**Section 16.13 - Prohibited Solicitations** - The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS Participant; and mail or other forms of written solicitations of to prospects whose properties are exclusively listed with another MLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, for sale or for rent signs, or other sources of information intended to foster cooperation with MLS Participants. (N, Amnd 1/04, O)

**Section 16.14 – Determination of Existing Representation** - MLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. (N, Amnd 1/04, O)

**Section 16.15 – Disclosure of Representation** - MLS Participants, acting as buyers or tenants' representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written

confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. (N, Amnd 1/04, O)

**Section 16.16 – Disclosure of Representation – Unlisted Property** - On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. (N, Amnd 1/04)

**Section 16.16.1 - Request for Compensation** - MLS Participants shall make any request for anticipated compensation from the seller/landlord at first contact. (N, O)

**Section 16.17 - Disclosure of Representation** -MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (N, Amnd 1/04, O)

**Section 16.18 – Providing Unrelated Services** - MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made. (N, Amnd 1/04, O)

**Section 16.19 – Modification of Offers** - MLS Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation. (N, Amnd 1/04, O)

**Section 16.20 – Direct Dealings with Representative** - All dealings concerning property exclusively listed, or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. (N, Amnd 1/04, O)

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS Participants shall ask prospects whether they are a party to an exclusive representation agreement. MLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. (N, Adpt 1/03; Amnd 1/04, O)

**Section 16.21 – Termination of Firm Relationship** - Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements. (N, Adpt 1/98; Amnd 1/10, O)

**Section 16.22 – Innovative Business Practices** - These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS Participants involving commission, fees, compensation, or other forms of payment or expenses. (N, O)

**Section 16.23 – False/Misleading Statements** - MLS Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices. (N, O)

**Section 16.24 – Websites** - MLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. (N, Adpt 11/07, O)

**Section 16.25 – True Picture in Advertising** - MLS participants shall present a true picture in their advertising and representations to the public, including Internet content, images, and the URLs and domain names they use, and participants may not:

- a) Engage in deceptive or unauthorized framing of real estate brokerage websites;
- b) Manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
- c) Deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers. (N, Adpt 11/07, O)
- d) Present content developed by others without either attribution or without permission; or
- e) otherwise misleading consumers, including use of misleading images. (Amended 1/18) O

**Section 16.26 – Competency in Real Estate Disciplines** - The services which MLS participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (N, Adpt 11/09, O)

## SECTION 17 – MLS ORIENTATION

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. (Amended 11/04) M

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

## SECTION 18 – MLS OFFICE

**Section 18 - Duties of the MLS Office:** Act as a central processing and distribution point for the benefits of MLS Participants; maintain ample stock of all forms and material required and to notify designated party in ample time for reordering; receive copies of listings and other specified material from MLS Participants, process same and disseminate necessary information to all participants; maintain master files of all incoming and outgoing communications and forms; maintain a confidential atmosphere in the office, giving no information to anyone except as provided under Section 10 or specifically authorized by the MLS Committee; maintain the financial books for MLS as set up and as per instructions of auditor, and to issue checks in payment of authorized expenditures. The MLS Committee shall act on all expenses in excess of \$500 per occurrence, not to exceed \$1,000 per month, except for normal operating expenses and expenditures of an emergency nature.

**Section 18.1** - The AE/Executive Assistant shall investigate any alleged violation of the MLS Rules and Regulations and, upon conclusion of such investigation, shall have the authority to levy fines as follows:

- a) Agents who violate the NAR mandatory Clear Cooperation Policy and not enter listings into the MLS system within 1 business day will be assessed the following fines: (M,11/19)  
1st offense \$500  
2nd offense \$1000  
3rd offense \$4000
- b) Notices of listing information changes, extensions or withdrawals not entered in the MLS within 2 business days, a \$100 fine. (C,8/2020)
- c) Pending, Closed or Canceled Sale notices entered into the system more than 2 business days after pended, closed or canceled, a \$100 fine. (C,8/2020)
- d) Lockbox fines - in accordance with Section 19
- e) Non-compliance of key use rules - fines in accordance with Section 19
- f) A main view must be uploaded within 7 business days of a listing being entered into the MLS. If the main view is not uploaded within the 7 business days, the listing will be taken from view until such time a main view is uploaded. This does not apply to sold non-MLS listings entered into the system, or to listings where the seller expressly directs photos NOT be displayed in the MLS.
- g) A 4<sup>th</sup> (fourth) violation of the same rule within a 12-month period may result in a fine of \$200; a 5<sup>th</sup> (fifth) violation of the same rule occurring within a 12-month period may result in a \$200.00 fine. Violations beyond the 5<sup>th</sup> (fifth) one of the same rules will result in a report to the MLS Committee, where further action may be considered. Fines include but are not limited to timeframes for entering listings, non-compliance of main photo rule, lockbox rule violations, failure to report listing status changes within established timeframes.  
(This does not apply to Clear Cooperation or Coming Soon Policies (C, 8/2020))

**Section 18.2 – Recording of Non-MLS Sales:** Participants/Subscribers may enter non-MLS Closed Listings in the MLS system, or the MLS staff can enter the Non-MLS listings on behalf of the participant/ subscriber at no charge if submitted within 30 days of the closing date. A Non-MLS Listing Form must be submitted to the MLS staff if they are entering the Non-MLS listing. A Participant/Subscriber will be charged an administrative fee of \$10 if the MLS staff enters a Non-MLS listing that has been closed for over 30 days (Note: Non-MLS listings are required to be input into the MLS system within 30 days of the closing date to count toward Circle of Excellence Production).

## SECTION 19 - LOCKBOXES AND SUPRA KEYS

**Section 19 – Lockbox Ownership and Check Out:** All lockboxes are the property of the MLS, and will be stored at the MLS office until checked out by Participants or authorized representatives. Participants or authorized representatives will sign a receipt for each box that is checked out, indicating on said receipt the property address and other information as requested.

**Section 19.1 – Lockbox Installation:** Lockboxes may not be placed on a property without written authority from the seller. This authority may be established on the listing contract or in a separate document created specifically for this purpose. Where seller authority is given, the lockbox must be installed on the listed property within seven (7) days of authorization. Non-compliance will result in a fine of \$10 per day, not to exceed a total fine of \$50.

**Section 19.1.1 – Accessibility to Homes:** If the seller of a single-family residential property permits the use of a lockbox, and a lockbox program participant uses a non-MLS lockbox on the property, the non-MLS lockbox code must be published in the listing's private remarks section in the MLS. Otherwise, a CBOR MLS lockbox with a key inserted in the pouch must also be installed on the property and published in the MLS. Non-compliance will result in a 3-day reminder and an initial **\$100 fine** after 7 days and an additional \$25 fine every seven (7) days thereafter until in compliance. (C, Amnd 5/2020)

**Section 19.2 – Lost / Stolen Lockbox:** If a lockbox that is checked out from CBOR is lost, stolen, or returned to the MLS office in an inoperable condition due to the participant's negligence, the participant will be charged \$119.00 for the lockbox. If the lockbox is stolen or vandalized, it is recommended that the participant file a Police Report and provide a copy to the MLS office. If a lockbox that has been marked "lost" or "stolen" in the system is recovered within 12 months of the reported missing/stolen date and is in operable and undamaged condition, a refund of \$65 will be issued to the participant.

**Section 19.2.1 – Lockbox Maintenance and Care -** Lockboxes placed on properties are to be maintained and monitored by the participant/subscriber, and when returned to the MLS, are to be in good, clean condition. Participants/subscribers returning a lockbox in an unacceptable condition, i.e. excessive mold, dirt, paint, pollen, missing key pouch, etc. will be charged a **\$25 fee**.

**Section 19.3 – Return of Lockboxes on Closed/Expired/Withdrawn/Pended Listings:** When a listing is closed, expired, or withdrawn the lockbox must be returned to the MLS office within ten (10) days. When a listing is temporarily withdrawn off the market, the lockbox must be received within 30 days of the withdrawn date if the listing has not been brought back to an active status. Non-compliance will result in an initial \$25 fine, with another \$25.00 fine issued if lockbox is not received within an additional 10 days. (Amd 6/15/2017)

**Section 19.3.1 - Request to Dismiss Fines.** Participants/subscribers may submit a request to the MLS Committee to have a fine dismissed in accordance with the provisions of Section 9.1.

**Section 19.4 – Lockbox Reminders.** Participants who have lockboxes due to be returned to the MLS office within 10 days will be reminded via an appropriate method as determined by the MLS Office.

**Section 19.5 – Lockbox Removal by MLS Employee -** A \$25 service charge will be billed to participants/subscribers if a MLS employee travels to a listed property to remove or open a lockbox. The participant/subscriber is required to meet the MLS employee at the said property. If the lockbox is found to be defective, no service charge will be issued.

**Section 19.6 – Non-duplicative Key -** Any key, programmer or other device by which a lockbox can be opened shall be non-duplicative. Non-duplicative does not mean that the key is necessarily covered by a current patent, but that it cannot be readily copied in a manner that other types of keys ordinarily are copied.

**Section 19.7 – Obtaining Key** - Keys must be obtained from the original manufacturer, from a recognized vendor of lockbox systems or from any other legitimate source. Prior to utilizing previously used keys, lids or boxes, information shall be obtained from the original manufacturer to determine whether the key’s pattern, code or configuration is already in use by other Associations, MLS’s or other users in the vicinity. Surrounding Associations and MLS’s shall also be contacted to determine whether the keys pattern, code or configuration is currently in use.

**Section 19.8 – Lockbox Audit** -The MLS staff must conduct an annual inventory on all lockboxes whether checked out or in inventory. If, at the time of inventory a lockbox is unaccounted for, or if a lockbox holder refuses or is unable to demonstrate that the lockbox is within their physical control, then the lockbox will be considered unaccounted for and the lockbox holder will be charged \$119.00 for the missing lockbox.

**Section 19.9 – Lockbox Key Lease Agreement** - Every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with an MLS participant who is legally eligible for MLS access shall be eligible to hold a key or shall be eligible for a smartphone SUPRA application upon their execution of a lease agreement with the MLS.

MLS Members who are issued keys or smartphone applications agree to adhere to the Member Agreement and are subject to the following fines:

- Loaning of their assigned lockbox key or smartphone containing the SUPRA application to another member – up to \$500 fine
- Loaning of their assigned lockbox key or smartphone containing the SUPRA application to a non-member - \$2,000 fine (C,8/2020)

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

**Section 20 - IDX Defined:** IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant’s control: websites, mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listings. (Amended 5/17)

**Section 20.1 – Authorization:** Participants’ consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant’s listings, that participant may not download, frame or display the aggregated MLS data of other participants.\* (Amended 05/17)

\* Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 05/12)

**Section 20.2 - Participation:** Participation in IDX is available to all MLS Participants who are REALTORS® and who consent to display of their listings by other Participants. (N, M)

**Section 20.2.1 –** Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (N, Amnd 5/12, M)

**Section 20.2.2 -** MLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (N, Amnd 5/12, M)

**Section 20.2.3** – Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing’s property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 05/17) **M**

**Section 20.2.4** – Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each participant. (Amended 05/17) **M**

**Section 20.2.5** – Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads not less frequently than every 12 hours. (N, Amnd 11/14, M)

**Section 20.2.6** – Except as provided in the IDX Policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (N, Amnd 5/12, M)

**Section 20.2.7** – Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS Rules. (N, Amnd 5/12)

**Section 20.2.8** – Any IDX site display controlled by a participant or subscriber that

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

Either or both of those features, shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants’ websites. Except for the foregoing and subject to Section 20.2.9, a participant’s IDX site may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller. (N, Amnd 5/12, M)

**Section 20.2.9** - Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (N, Amnd 5/12, M)

**Section 20.2.10** - An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds

resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

**Section 20.2.11** Participants shall not modify or manipulate information relating to other participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

**Section 20.3 – Display:** Display of listing information pursuant to IDX is subject to the following rules:

Note: All of the following rules are optional but, if adopted, cannot be modified.

**Section 20.3.1** - Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

**Section 20.3.1.1** – The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (N, Amnd 5/12)

**Section 20.3.3** - All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc. of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (N, Amnd 5/12, O)

**Section 20.3.4** - Non-principal brokers and sales licenses affiliated with IDX participants may display information available through IDX on their own websites subject to their participant’s consent and control and the requirements of state law and/or regulation. (N, O)

**Section 20.3.5** – All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc. of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (N, Amnd 5/12, O)

**Section 20.3.6** – Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or this MLS from liability. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc. of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (N, Amnd 5/12, O)

**Section 20.3.7** – The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. (N, Amnd 11/09, O)

**Section 20.3.8** – The right to display other participants’ listings pursuant to IDX shall be limited to a participant’s office(s) holding participatory rights in this MLS. (N, O)

**Section 20.3.9** – Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from

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N=NAR; AMND= Amended; ADPT=Adopted

M=Mandatory; R=Recommended; O=Optional C=CBOR

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other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 11/14)

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

#### **Section 20.3.10**

Display of expired, withdrawn or sold listings\* is prohibited.

\*Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited.

**Section 20.3.11** – Display of seller’s(s’) and/or occupant’s(s’) names(s), phone number(s), and email address (es) is prohibited.

NOTE: The following Sections 20.3.13 and 20.3.14 may be adopted by MLSs that provide participants with a “persistent” download (i.e., where the MLS database resides on participants’ servers) of the MLS database.

**Section 20.3.12** - Participants are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS. (N, O)

**Section 20.3.13** –Participants must maintain an audit trail of consumer activity on the IDX site and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (N, O)

**Section 20.3.14** – Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant’s logo and contact information is larger than that of any third party. (N, Adpt 11/09)

**Section 20.4** - Service Fees and Charges: Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (N, Amnd 5/05, O)

### **VIRTUAL OFFICE WEBSITES (VOWs)**

#### **Section 21.1 - VOW Defined**

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

**(b)** As used in Section 21 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. (N, M)

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

**(d)** As used in Section 21 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. (N, M)

### **Section 21.2**

**(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. (N, M)

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

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

### **Section 21.3**

**(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. (N, M)

**(b)** The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, 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. (N, M)

**(c)** If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, 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. (N, M)

**(d)** The Participant shall require each Registrant to review and affirmatively 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. (N, M)

**(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. (N, M)

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

**Section 21.4** - 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. (N, M)

**Section 21.5** - 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. (N, M)

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

**Section 21.6** - 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. (N, M)

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: (N, M)

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### ***Seller Opt-Out Form***

**1. Check One**

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

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

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

\_\_\_\_\_  
*Initials of Seller*

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The Participant shall retain such forms for at least one (1) year from the date they are signed, or one (1) year from the date the listing goes off the market, whichever is greater. (N, M)

### **Section 21.7**

**(a)** Subject to Subsection below, a Participant's VOW may allow third-parties:

**(i)** to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

**(ii)** display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. (N, M)

**(b)** Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 21.8, 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." (N, M)

**Section 21.8** - 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. (N, M)

**Section 21.9** - A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days. (N, M)

**Section 21.10** - 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. (N, M)

**Section 21.11** - 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. (N, M)

**Section 21.12** - 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®. (N, M)

**Section 21.13** - 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. (N, M)

**Section 21.14** - 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. (N, M)

**Section 21.15** - A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- a. Expired, and withdrawn listings. (N 2015)
- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right-to-sell or exclusive agency.
- d. The seller's and occupant's name(s), phone number(s), or e-mail address (es).
- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.
- f. Sold information (NOTE: if sold is publically accessible in the jurisdiction, subsection 20.15f must be omitted).

**Section 21.16** - 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 21.17** - 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 21.18** - A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. (N, O)

**Section 21.19** - A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 100 sold listings in response to any inquiry. (N, O)

**Section 21.20** - A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

**Section 21.21** - 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. (N, O)

**Section 21.22** - 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 21.23** - 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 21.24** - Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 21.25** - Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours.

## MLS Policies and Procedures

Updated 9/2020

The Columbus Board of Realtors® is now paperless. Hard copies of listings and change forms do not have to be submitted to the board office unless being requested to be entered. A staff member of the board may request a copy at any time and must it be sent in within 24 hours.

### Branded information

- Branded information must not be entered into any section of a listing available to the public, such as Property facts, General Remarks, Directions, Photos or Virtual Tours. This includes Phone numbers, agent information, company information, or any other identifying information.

### Listing Corrections

- Listings in need of correction will be sent an email warning giving **2 business days** to make the correction. On the 3<sup>rd</sup> day if the correction is not made a **\$50 fine** will be assessed and a second notification will be sent. If correction is still not made within an additional **2 business days** a second fine of **\$75** will be given.  
(C,Amnd 8/2020)

### MLS Policy on “Owner “field

1. If an individual is the property owner, at minimum, their last name must be shown as “owner” on residential listings that are listed to sell.
2. If the property is owned by a bank, the “owner” field must say “bank owned” but does not have to specifically give the name of the bank
3. If the property is corporately owned, the “owner” field should say “corporately owned”
4. The phrase “owner of record” may be used in lieu of the “owner name” on an investment property” such as a Commercial or Rental listing.

### New Construction Policy

Residential listings that are awaiting construction to begin should be entered into the MLS as Property Type ‘To Be Built’, construction Status “To Be Built”, and Approx. Age Range “TOBBLT”. Once slab/footings are poured, the listing may then be changed to Property Type “New Construction”, Construction Status “New Construction” and Approx. Age Range “UC”, and Estimated Completion Date” must be entered. The main listing photo can ONLY be a rendering or sketch of the home or can be photos of current construction progress. Additional photos of construction progress are encouraged!

### Non-Paying MLS users

The number of personal (non-paying, unlicensed) assistants allowed MLS access will be 1 assistant per paying agent. Realtor® companies will be allowed no more than two (non-paying, unlicensed) office staff.  
(C Amnd. 4/2020)