

1 **CENTRAL ARIZONA BOARD OF REALTORS® , INC.**
2 **THE RIM COUNTRY MULTIPLE LISTING SERVICE RULES AND REGULATIONS**

3 *Revised December 2019*
4

5 **SECTION 1. PREAMBLE**

6 The Central Arizona Board of REALTORS® Multiple Listing Service, herein referred to as The Rim Country Multiple
7 Listing Service, (MLS) is a service whereby Participants make blanket unilateral offers of cooperation and compensation to
8 the other Participants (acting either as buyers agents, or in other agency or nonagency capacities defined by law or both) and
9 is a service for the orderly correlation and dissemination of listing information among the Participants so that they may
10 better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance
11 as procuring cause of the sale (or lease).
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13 **1.1 SERVICE AREA OF CENTRAL ARIZONA BOARD OF REALTORS® ASSOCIATION MULTIPLE**
14 **LISTING SERVICES**

15 Only listings of the designated types of property located within the jurisdiction service area of the MLS are required to be
16 submitted to the service. Listings of property located outside the MLS's jurisdiction service area will be accepted if
17 submitted voluntarily by a participant, but cannot be required by the service. (Amended 11/17)
18

19 **COMPLIANCE**

20 Participants of the MLS agree upon signing the Participation Agreement to abide by these Rules and Regulations and
21 understand that violations are subject to penalties as outlined in Section 9 of these Rules and Regulations. Any listing taken
22 on an Exclusive Authorization Listing Contract to be filed with the Service is subject to the Rules and Regulations of the
23 Service upon signature of the sellers.
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25 **SECTION 2. DEFINITIONS**

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27 **2.1** Wherever the word "filed" or "delivered" is used herein, it refers to input in the computer system of the MLS.
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29 **2.2 THE RIM COUNTRY MULTIPLE LISTING SERVICE (RCMLS) DEFINED**

30 A multiple listing service is a means of enhancing cooperation among participants, a means by which information is
31 accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real
32 property for bona fide clients and customers and a means by which participants engaging in real estate appraisal contribute
33 to common databases.
34

35 While offers of compensation made by listing brokers to cooperating brokers through MLS are unconditional, a listing
36 broker's obligation to compensate a cooperating broker who was the procuring cause of sale (or lease) may be excused if it
37 is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable
38 care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing
39 agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be
40 determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it
41 was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the
42 listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the
43 commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated
44 to cooperating brokers that the commission established in the listing agreement might not be paid.
45

46 **2.3 DEFINITION OF MLS PARTICIPANT**

47 Any REALTOR® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting
48 on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to
49 participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs
50 incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to
51 Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate broker's license and
52 offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory
53 agency to engage in the appraisal of real property. Use of information developed by or published by a Board Multiple
54 Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and
55 unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or
56 any right of access to information developed by or published by a Board Multiple Listing Service where access to such
57 information is prohibited by law.
58

59 Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an
60 individual or firm offers or accepts cooperation and compensation means that the participant actively endeavors during the
61 operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation
62 and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and ongoing basis during
63 the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS
64 participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly

65 time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions.
66 Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not
67 achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny
68 participation based on the level of service provided by the participant or potential participant as long as the level of service
69 satisfies state law.

70
71 The key is that the participant or potential participant actively endeavors to make or accept offers of cooperation and
72 compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This
73 requirement does not permit an MLS to deny participation to a participant or potential participant that operates a “Virtual
74 Office Website” (VOW) (including a VOW that the participant uses to refer customers to other participants) if the
75 participant or potential participant actively endeavors to make or accept offers of cooperation and compensation. An MLS
76 may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business
77 to offer or accept cooperation and compensation only if the MLS has a reasonable basis to believe that the participant or
78 potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to
79 all participants and potential participants.

80 81 **2.3.1 RULES FOR ASSISTANTS**

82 Where the terms subscriber or user are used in connection with a multiple listing service owned or operated by an
83 association of REALTORS[®], they refer to non-principal brokers, sales licensees, and licensed and certified real estate
84 appraisers affiliated with an MLS participant and may also include a participant’s affiliated unlicensed administrative and
85 clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any
86 such individual is under the direct supervision of an MLS participant or the participant’s licensed designee. If such access is
87 available to unlicensed or uncertified individuals, their access is subject to the rules and regulations, the payment of
88 applicable fees and charges (if any), and the limitations and restrictions of state law. None of the foregoing shall diminish
89 the participant’s ultimate responsibility for ensuring compliance with the rules and regulations of the MLS by all individuals
90 affiliated with the participant.

91
92 Under the Board of Choice, MLS participatory rights shall be available to any REALTOR[®] (principal) or any firm
93 comprised of REALTORS[®] (principals) irrespective of where they hold primary membership subject only to their agreement
94 to abide by any MLS rules or regulations; agreement to arbitrate with other participants; and payment of any MLS dues,
95 fees, and charges. Participatory rights granted under the Board of Choice do not confer voting privileges or eligibility for
96 office as an MLS committee member, officer, or director, except as granted at the discretion of the local board and/or MLS.

97
98 The universal access to services component of the Board of Choice is to be interpreted as requiring that MLS participatory
99 rights be available to principals, or to firms comprised of principals, irrespective of where primary or secondary membership
100 is held.

101
102 None of the foregoing shall be construed as requiring the MLS participatory right, under Board of Choice, where such
103 rights have been previously terminated by action of that association’s board of directors.

104 105 **2.4 DEFINITIONS OF VARIOUS TYPES OF LISTING AGREEMENT**

106 Except where state law provides otherwise, the following terms shall be defined as follows when used in rules and
107 regulations of any multiple listing service owned or operated by an association of REALTORS[®].

108 109 **2.4.1 Exclusive Right to Sell Listing**

110 A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a
111 commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the
112 seller(s), or anyone else; and a contractual agreement under which the listing broker becomes the agent of the seller(s) and
113 the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of
114 the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as
115 exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not
116 obligated to pay a commission to the listing broker.

117 118 **2.4.2 Exclusive Agency Listing**

119 A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a
120 commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold
121 solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

122 123 **2.4.3 Open Listing**

124 A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a
125 commission to the listing broker only if the property is sold through the efforts of the listing broker.

126 127 **2.4.4 Net Listing**

128 A listing agreement in which the broker receives all monies in excess of the list price.

129
130 **2.4.5 Limited Service Listing**
131 "Limited service brokers" are licensed brokers who offer their sellers little or no property marketing services other than
132 submitting the property listing to the multiple listing service ("MLS"). For this service, the broker receives a fee from the
133 seller, which may be paid at the time of listing or at the time of the closing. The listing commonly also provides that the
134 seller will pay a fee to any cooperating broker involved in the sale of the property. Because they do not offer the full range
135 of services that a full service broker would, they have been designated "limited service brokers." This characterization is not
136 intended and should not be understood to demean or criticize this practice, but only to distinguish the practice from more
137 traditional real estate services that might commonly be known as "full service" listings.
138

139 **2.5 STATUS DEFINITIONS**

140
141 2.5.1 Active with Contingency – Accepted contracts that may have a long term contingency (e.g. confirmation of
142 employment, short sale or with written directions from the seller which must be provided to CABR.) The seller may still
143 consider other offers. This category shall not include contingencies for items such as financing and property inspections.
144

145 2.5.2 Contingent on Buyer Sale -- Accepted contract that is contingent on the buyer's sale of another home. The seller may
146 still consider other offers. This category shall not include contingencies for items such as financing and property
147 inspections.
148

149 2.5.3 Pending – Accepted contract that doesn't have any contingencies except those in the pre-printed portion of the
150 contract; however, the seller will still consider other offers as backups to the accepted contract.
151

152 2.5.4 Temporarily off the market – Property will be removed from the Multiple Listing Service – all other terms and
153 conditions of the listing agreement shall remain in effect through the listing term. Broker shall provide confirmation in
154 writing from Seller to CABR with confirmation.
155

156 2.5.5 Cancelled – Listing permanently being removed from the market.
157

158 **2.6 PROPERTY DEFINITIONS**

159
160 2.6.1 Site built - Home may have any number of foundation and construction styles. If any portion of the structure consists
161 of mobile or manufactured home then it shall not be considered site built. Construction in accordance with local building
162 codes at time of completion.
163

164 2.6.2 Manufactured Home – When any portion of the home is constructed on a steel chassis frame in a factory and
165 constructed after June 15, 1976 and is transported to the site and installed. It may have one or more sections. The trailer
166 tongue, wheels and axles may be removed, but it is still considered a manufactured home. Home is built to HUD
167 specifications.
168

169 2.6.3 Mobile Home – When any portion of the home is constructed in a factory on a steel chassis frame and constructed
170 prior to June 15, 1976, and transported to the site and installed. The trailer tongue, wheels and axles may be removed, but it
171 is still considered a mobile home. Home was not built to HUD specifications.
172

173 2.6.4 Time Share/Fractional Ownership – Homes with division of ownership or use of a resort unit on the basis of time
174 periods.
175

176 2.6.5 Condominium – Patio Home – Townhouse - A "complex", portions of which are designated for separate ownership
177 and the remainder of which may be designated for common ownership solely by the owners of the separate portions.
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179 **2.7 DEFINITION OF "BEDROOM"**

180 Room with an emergency exit defined by the local governing authority and a privacy door.
181

182 **SECTION 3. MEMBERSHIP RIGHTS AND RESPONSIBILITIES**

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184 **3.1** If a REALTOR® chooses to participate in the MLS, the REALTOR® is required to exchange information on the same
185 basis, according to the same rules and costs imposed on all who participate. REALTOR® participation is elective. In
186 instances where the participant is representing the potential purchaser as an agent, the participant cannot function
187 simultaneously as the subagent of the listing broker without buyer and seller consent; cannot accept compensation from the
188 listing broker without the express consent of all parties to the transaction; and must make their true position clearly known to
189 all interested parties at first contact.
190

191 Listing participants or their representatives have the right to participate in the presentation of any counter-offer made by a
192 seller or a lessor. They do not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser

193 or lessee (except where the cooperating broker is a sub-agent). However, if a purchaser or lessee gives written instructions to
194 the cooperating broker that the listing broker may not be present when a counter-offer is presented, the listing broker has a
195 right to a copy of those instructions.

196
197 Arbitration facilities of the Central Arizona Board of REALTORS® may be invoked by a nonmember participant in the
198 multiple listing service, who can also be compelled to arbitrate using the association's facilities.

199
200 MLS participants are entitled to electronic access of the MLS members database, subject to payment of applicable fees and
201 charges.

202

203 **3.2 MLS ANTITRUST COMPLIANCE POLICY**

204 The purpose of multiple listing is the orderly correlation and dissemination of listing information to participants so they may
205 better serve the buying and selling public. The Central Arizona Board of REALTORS® and The Rim Country Multiple
206 Listing Service shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with
207 each other, in their broker/client relationships, or in the conduct of their business in the following areas.

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209 Boards and associations of REALTORS® and their MLSs shall not:

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As used in this policy, "rule" includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not.

These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to agreements entered into by the MLS or Central Arizona Board of REALTORS® and an agency of government, and to final decrees of courts or administrative agencies.

**The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the NATIONAL ASSOCIATION OF REALTORS®.*

SECTION 4. STRUCTURE

4.1 ADMINISTRATION

4.2 TRADEMARK AND LOGO LAW

257 **4.2.1 NATURE OF SERVICE MARK AND NECESSITY TO EFFECT LICENSE AGREEMENT TO USE**

258 The NATIONAL ASSOCIATION OF REALTORS® has approved for use by chartered associations of REALTORS® and
259 their members, a standard multiple listing service mark. However, the standard service mark may not be used without a
260 license from the NATIONAL ASSOCIATION OF REALTORS®. Such license will be granted only to those associations of
261 REALTORS® that own and/or control the multiple listing activity and only to such associations the governing documents of
262 which have been approved as being in compliance with multiple listing policy of the National Association. Further, the
263 design must not be used as a lapel pin or any type of jewelry.
264

265 **4.2.2 SPECIAL NOTE CONCERNING MLS SERVICE MARK**

266 The NATIONAL ASSOCIATION OF REALTORS® grants no variation of the design of the standard MLS service mark.
267 Further, the National Association will not review and authorize any multiple listing service insignia other than its own
268 service mark. Further, the term REALTOR® may not, in any instance, be used in connection with any multiple listing
269 service not owned and/or controlled by an association of REALTORS®.
270

271 **4.2.3 USE OF MLS LOGO BY NONMEMBER PARTICIPANTS**

272 In any state where law requires that brokers (principals) who are not REALTORS® be admitted to the multiple listing
273 service of an association of REALTORS®, or in any association which has voluntarily opened its MLS to nonmember
274 brokers and/or appraisers, the official registered multiple listing service logo of the National Association should not be used
275 by such a non-association member. Such use would be a misrepresentation and would violate the registration rights of the
276 NATIONAL ASSOCIATION OF REALTORS®, the lawful owner of said collective service mark. Where such non-
277 association member advertises that he is a member of the multiple listing service of an association of REALTORS®, the
278 multiple listing service may properly require that such participant of the service additionally indicate in his advertisement
279 that he is not a member of the association of REALTORS®.
280

281 **4.3 PROHIBITIONS**

282 **4.3.1 INFORMATION FOR PARTICIPANTS ONLY**

283 Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without the
284 prior consent of the listing broker.
285

286 **4.3.2 ‘FOR SALE’ SIGNS**

287 Only the “For Sale” signs of the listing broker may be placed on a property.
288

289 **4.3.3 “SOLD” SIGNS**

290 Prior to closing, only the “Sold” sign of the listing broker may be placed on a property, unless the listing broker authorizes
291 the cooperating (selling) broker to post such a sign.
292

293 **4.3.4 SOLICITATION OF LISTING FILED WITH THE SERVICE**

294 Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16
295 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.
296

297 **4.3.5 USE OF THE TERM MLS AND MULTIPLE LISTING SERVICE**

298 No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs,
299 their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is
300 an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent,
301 suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to
302 search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers
303 from representing that any information they are authorized under MLS rules to provide to clients or customers is available
304 on their websites or otherwise.
305

306 **4.4 SERVICE FEE AND CHARGES**

307 **4.4.1 SERVICE CHARGES**

308 The following services charges for operation of the multiple listing service are in effect to defray the costs of the service
309 and are subject to change from time to time in the manner prescribed:
310

311 Initial Participation Fee: An applicant for participation in the service shall pay an application fee of \$50.00 with such fee
312 to accompany the application.
313

314 **Note:** The initial participation fee shall approximate the cost of bringing the service to the participant.
315

316 Recurring Participation Fee: The quarterly participation fee of each participant shall be an amount equal to \$120.00
317 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as
318 a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor
319
320

321 with such participant. Payment of such fees shall be made on or before the first day of the quarter of the multiple listing
322 service. Fees shall be prorated on a monthly basis.

323
324 However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee
325 or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker
326 participates. MLSs may, at their discretion, require that broker participants ~~to~~ sign a certification for nonuse of its MLS
327 services by their licensees, which can include penalties and termination of the waiver if violated.* (Adopted 11/17)
328 (Adopted 6/2019)

329 * Mandatory waiver provision is effective no later than July 1, 2018.

330
331 The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service
332 and are subject to change from time to time in the manner prescribed. Service fees and charges may include but shall not be
333 limited to Initial Participation Fee, Recurring Participation Fee, Listing Fee, New Salesperson Fee, and Transfer/Change
334 Fee.

335 336 **4.5 MEETINGS**

337 338 **4.5.1 MEETINGS OF THE MLS COMMITTEE**

339 The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by
340 the Committee or at the call of the Chairperson.

341 342 **4.5.2 MEETINGS OF MLS PARTICIPANTS**

343 The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.

344 345 **4.5.3 CONDUCT OF THE MEETINGS**

346 The Chairperson, or Vice Chairperson, shall preside at all meetings or, in their absence a temporary Chairperson from the
347 membership of the Committee shall be named by the Chairperson or, upon their failure to do so, by the Committee.

348 349 **SECTION 5 LISTINGS**

350 351 **5.1 LISTING PROCEDURES**

352 Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, located
353 within the territorial jurisdiction of the Board of REALTORS® taken by Participants on Exclusive Authorization And Right
354 To Sell Listing Contract and Exclusive Agency Contracts shall be delivered along with the "Listing Data Form" to the MLS
355 within 72 hours after all necessary signatures of seller(s) and listing broker have been obtained. If available, each property
356 listed with the MLS shall be listed with its correct 911 address. Only properties that are zoned for both commercial and
357 residential use may be entered into the MLS more than once. Property may not be listed more than once in any category at
358 the same time, with the exception of lot and home combinations.

- 359
360 (a) Residential
361 (b) Land
362 (c) Multi-Family (d) Commercial
363 (e) Rental

364
365 Acceptable Forms: The Multiple Listing Service shall make available access to electronically generated Listing Data Forms.

366
367 The MLS shall not require a Participant to submit the listing on a form other than the form the Participant individually
368 chooses to utilize provided the listing is of a type accepted by the service, although the "Listing Data Form" may be required
369 as approved by the MLS. However, the MLS, through its legal counsel:

- 370
371 1. May reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the
372 Participants.
373 2. Assure that no listing form filed with the MLS established, directly or indirectly, any contractual relationship between the
374 MLS and the client (buyer or seller).

375
376 The MLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other
377 forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other
378 Participants of the MLS acting as subagents, buyer agents, or both.

379
380 The Listing Agreement must include the seller's authorization to submit the agreement to the MLS. The different types of
381 listing agreement accepted by the CABR are:

- 382 (a) exclusive authorization and right to sell
383 (b) exclusive agency

384

385 The Service will not accept open or net listings.

386

387 **5.1.1 CLEAR COOPERATION**

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

393

394 **5.2 LISTING SUBJECT TO RULES AND REGULATIONS OF THE SERVICE**

395 Any listing taken on a contract to be filed with the MLS is subject to the Rules and Regulations of the Service upon
396 signature of the seller.

397

398 **5.3 DETAIL ON LISTINGS FILED WITH THE SERVICE**

399 A Listing Agreement or Property Data Form, when filed with the MLS by the listing broker, shall be complete and accurate
400 in every detail which is ascertainable as specified on the Property Data Form. The MLS listing must show the current
401 owner of the property unless written documentation from the Seller is provided stating that the ownership information is
402 not to be published.

403

404 The Broker is responsible for the input of his listing from the field. At random, the MLS may request a copy of the Listing
405 Contract and the Property Data Form from the Broker to ensure compliance with the Rules and Regulations. A copy of the
406 Forms must be given to the MLS within two business days of request.

407

408 **5.4 EXEMPTED LISTINGS**

409 If the seller refuses to permit the listing to be disseminated by the Service, the REALTOR® may then take the listing
410 (“Office Exclusive”) and such listing shall be kept in the Broker’s file at his office. The listing should be accompanied by a
411 certification signed by the seller that he does not desire the listing to be disseminated by the Service. In the event the Seller
412 requests an “office exclusive” listing be added to the MLS compilation, the listing shall be accompanied by a certification
413 signed by the Seller that he does desire the listing to be disseminated by the service. MLS Participants must distribute
414 exempt listings within (1) business day once the listing is publicly marketed. See Section 5.1.1, Clear Cooperation.

415

416 Change of Status of Listing - Any change in listed price or other change in the original listing agreement shall be made only
417 when authorized in writing by the seller and shall be filed with the Service within twenty-four (24) hours (excepting
418 weekends, holidays, and postal holidays) after the authorized change is received by the listing broker.

419

420 **5.5 WITHDRAWN OR CANCELLED LISTING PRIOR TO EXPIRATION**

421 Listings of property may be withdrawn or cancelled from the MLS by the listing broker before the expiration date of the
422 listing agreement as defined in 2.5.4. Sellers do not have the unilateral right to require an MLS to withdraw a listing without
423 the listing broker’s concurrence.

424

425 **5.6 CONTINGENCIES APPLICABLE TO LISTINGS**

426 Any contingencies or conditions of any listing shall be specified and noticed to the Participant’s in the REALTOR® remarks
427 section.

428

429 **5.7 LISTING PRICE SPECIFIED**

430 The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation
431 of current listings unless the property is subject to auction and no listed price is specified in the agreement. Listing price is
432 for real estate only. Personal property (i.e., club memberships, furnishings and vehicles) shall not be included in list price.

433

434 **5.8 LISTING MULTIPLE UNIT PROPERTIES**

435 All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the
436 Property Data Form. When part of the listed property has been sold, proper notification should be given to the MLS.

437

438 **5.9 CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS**

439 The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by
440 Participants. Further, the MLS shall not fix, control, recommend, or maintain the division of commissions or fees between
441 cooperating Participants or between Participants and nonparticipants.

442

443 **5.10 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS**

444 Listings placed in the MLS will automatically be removed from the compilation of current listings on the expiration date
445 specified in the agreement unless prior to that date the MLS receives notice that the listing has been extended or renewed.

446

447 If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the
448 extension or renewal will be published in the same manner as a new listing if 30 days or more have passed. Extensions and
449 renewals of listings must be signed by the seller(s) and filed with the Service.

451 **5.11 TERMINATION DATE ON LISTINGS**

452 Listings filed with the Service shall bear a termination date as negotiated between the listing broker and the seller.

454 **5.12 JURISDICTION**

455 Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to
456 the Service. Listings of property located outside the MLS's jurisdiction will be accepted but cannot be required by the
457 Service.

459 **5.13 LISTINGS OF SUSPENDED PARTICIPANTS**

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

471 **5.14 LISTINGS OF EXPELLED PARTICIPANTS**

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

483 **5.15 LISTINGS OF RESIGNED PARTICIPANTS**

484 When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the
485 resigned Participant's listings in the MLS compilation of current listing information.

487 **5.16 PROTECTION CLAUSES IN ASSOCIATION MLS STANDARD LISTING CONTRACTS**

488 The Broker protection period contained in the MLS Listing form shall not contain any specific time period therein, but shall
489 contain a blank space to indicate that the time period of such protection period is negotiable between the property owner and
490 the listing broker.

492 **5.17 PHOTOGRAPHS, RENDERINGS, FLOOR PLANS**

493 At a minimum, PRIMARY photo must be input with all listings in order for the listing to be active, except where sellers
494 expressly direct that photographs of their property not appear in MLS compilations. All photographs, floor plans and
495 renderings that appear in the MLS system for a listed property shall be a picture of either the exterior or interior of that listed
496 property, a view of the surrounding area from that listed property, or a view of specific community amenities associated with
497 the Homeowners Association of that listed property. At least one of the photographs provided must be of the subject
498 property. (amended July 2014)

499
500 Photographs, floor plans or renderings, will not include people or text (e.g. agent, broker, real estate brokerage names,
501 images or logos, phone numbers, facsimile numbers, e-mail addresses, hyperlink(s), HTML coding or any likenesses thereof
502 of any kind.) Unless prior permission is given, an agent may not copy or use for any purpose a photograph, floor plan or
503 rendering from another agent's listing.

504
505 CABR shall have the right to immediately delete any photograph, floor plan or rendering that is not in compliance with this
506 rule.

508 **5.18 VIRTUAL / VIDEO TOURS**

509 The MLS System includes a feature that allows the listing agent to include a virtual or video tour for a listed property. A
510 virtual or video tour for the listed property shall be a view of either the exterior or interior of that listed property, a view of

511 the surrounding area from that listed property or a view of specific community amenities associated with the Homeowners
512 Association of that listed property.

513
514 An agent may not copy and use for any purpose a virtual or video tour from another agent's listing. Any virtual or video
515 tour that is not in compliance with this rule shall be a violation of the rules and shall be handled in accordance with MLS
516 Rules. In addition, CABR shall have the right to delete any virtual tours that are not in compliance with this rule.

519 **5.19 DAYS ON MARKET**

520 A minimum of 30 days must expire before a property that has been taken off of the market for any reason, may be re-listed
521 without reflecting the cumulative days on market. It is a flagrant violation of the Rules and Regulations for multiple
522 listing(s) for a property to be canceled and re-listed or altered in any way for the purpose of eliminating or falsifying the
523 cumulative number of days on market.

524
525 Any listing that is not in compliance with this rule shall be a violation of the MLS Rules and shall be handled by the MLS in
526 accordance with MLS Rules. In addition CABR shall have the right to immediately demand copies of the listing(s) as they
527 deem necessary to ascertain if a violation has been committed.

529 **SECTION 6 SELLING PROCEDURES**

531 **6.1 SHOWINGS AND NEGOTIATIONS**

532 Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple
533 Listing Service shall be conducted through the listing broker except under the following circumstances:

- 534
535 (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
536 (b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the
537 listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

539 **6.2 PRESENTATION OF OFFERS**

540 The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a
541 satisfactory reason for not doing so.

543 **6.3 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS**

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

549 **6.4 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER**

550 Cooperating participants or their representatives have the right to participate in the presentation of any offer they secure to
551 purchase or lease to the seller or lessor. They do not have the right to be present at any discussion or evaluation of the offer
552 by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that
553 cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy
554 of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments
555 for presentation of offers.

556
557 Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in
558 writing and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or
559 written notification that the seller has waived the obligation to have the offer presented. (Adopted 6/2019)

561 **6.4.1 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER**

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

568 **6.5 REPORTING OF SALES TO THE SERVICE**

569 Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing
570 broker within 72 hours after they have occurred. If negotiations were carried on under Section 6.1 a. or b. hereof, the
571 cooperating broker shall report accepted offers and prices to the listing broker within 72 hours after occurrence and the
572 listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker.

574 **6.6 REPORTING RESOLUTIONS OF CONTINGENCIES**

575 The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency on file with the
576 multiple listing service has been fulfilled or renewed, or the agreement cancelled.
577

578 **6.7 ADVERTISING OF LISTING FILED WITH THE SERVICE**

579 A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing
580 broker.
581

582 **6.8 REPORTING CANCELLATION OF PENDING SALE**

583 The listing broker shall report within 72 hours to the MLS the cancellation of any pending sale and the listing shall be
584 reinstated immediately.
585

586 **6.9 DISCLOSING THE EXISTENCE OF OFFERS**

587 Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller's approval, disclose the
588 existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose whether offers were
589 obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.
590

591 **6.10 AVAILABILITY OF LISTED PROPERTY**

592 Listing brokers shall not misrepresent the availability of access to show or inspect listed property.
593

594 **6.11 REFUSAL TO SELL**

595 If the seller of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions
596 stated in the listing, such fact shall be communicated to the Service and to all Participants by amending the remarks section
597 of that listing in the MLS.
598

599 **SECTION 7 DIVISION OF COMMISSIONS**

600
601 **7.1. COOPERATIVE COMPENSATION SPECIFIED ON EACH LISTING**

602 The listing broker shall specify, on each listing filed with the MLS, the compensation offered to other MLS Participants for
603 their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined
604 by the cooperating broker's performance as the procuring cause of sale (or lease). The listing broker's obligation to
605 compensate any cooperating broker as the procuring cause of sale (or lease) may be excused if it is determined through
606 arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible
607 or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances,
608 entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration
609 hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or
610 financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at
611 what point in the transaction did the listing broker know (or should have known) that some or all of the commission
612 established in the listing agreement might not be paid; and how promptly had the listing broker communicated to
613 cooperating brokers that the commission established in the listing agreement might not be paid.
614

615 The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential
616 and appropriate requirement by an association multiple listing service is that the information to be published shall clearly
617 inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the
618 listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by
619 the MLS shall be shown in one of the following forms:
620

- 621 1. by showing a percentage of the gross selling price
 - 622 2. by showing a definite dollar amount
- 623

624 Only listings offering compensation greater than "0" will be accepted by the MLS.
625

626 In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making
627 blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with
628 the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is
629 necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.
630

631 The listing broker retains the right to determine the amount of compensation offered to other participants (acting as
632 subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different.
633 This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation
634 indicated on any listing published by the MLS provided the listing broker informs the other broker in writing in advance of
635 submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any
636 agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as
637 either a percentage of the gross sales price or as a flat dollar amount.
638

639 The listing broker may, from time to time, adjust the compensation offered to other MLS Participants prior to a contract
640 being presented for consideration. Any adjustment shall be reflected immediately in the multiple listing service.

641
642 Listing brokers are to communicate to potential cooperating brokers that gross commissions established in listing contracts
643 are subject to court approval and that compensation payable to cooperating brokers may be reduced if the gross commission
644 established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to
645 court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the
646 potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior
647 to the time they submit an offer that ultimately results in a successful transaction.

648
649 Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement,
650 from modifying the cooperative compensation to be paid in the event of a successful transaction.

651
652 Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale.
653 As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to
654 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
655 all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential
656 short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a
657 potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how
658 any reduction in the gross commission established in the listing contract required by the lender as a condition of
659 approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and
660 confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields
661 or confidential "remarks" available only to participants and subscribers.

662 663 **7.1.1 DISCLOSING POTENTIAL SHORT SALES**

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

667
668 When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the
669 gross commission established in the listing contract, required by the lender as a condition of approving the sale, will
670 be apportioned between listing and cooperating participants.

671
672 Where participants communicate to other participants how any reduction in the gross commission established in the
673 listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and
674 cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in
675 the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced
676 within 24 hours of receipt of notification from the lender. The potential for any changes in commission or
677 compensation as provided above must be disclosed in private remarks.

678 679 **7.2 PARTICIPANT AS PRINCIPAL**

680 If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in property,
681 the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed
682 with the MLS and such information shall be disseminated to all MLS Participants.

683 684 **7.3 PARTICIPANT AS PURCHASER**

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

688 689 **7.4 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS**

690 The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a
691 specified commission if the property is sold/leased by the listing broker without assistance. And a different commission if
692 the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified
693 commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker
694 and a different commission if the sale/lease results through the efforts of the seller/landlord) shall be disclosed by the listing
695 broker in a manner specified by the MLS. The listing broker shall, in response to inquiries from potential cooperating
696 brokers, disclose the differential that would result in either a cooperative transaction, or alternatively in a sale/lease that
697 results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant
698 representation must disclose such information to their client before the client makes an offer to purchase or lease.

699 700 **SECTION 8 KEYSAFE (LOCKBOX) RULES & REGULATIONS**

701 No listing broker need use a lock box on a property. Nothing shall prevent the owner's right to refuse to have a lock box on
702 his property. If the seller authorizes the use of a lock box other than the MLS approved CABR Keybox System (which are

703 loaned at no charge through CABR), the property will be required to have both the MLS approved CABR Keybox System
704 (which are loaned at no charge) or other MLS approved lockbox system in addition to any make/model authorized by the
705 seller(s). The purpose of this requirement is to ensure participants have timely access to listed properties. The MLS may
706 require that the devices be submitted in advance for approval, and the access device may be any lock box or other access
707 device that provides reasonable, timely access to the listed property. The MLS also may revoke the approval and/or subject
708 the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement.
709

710 **8.1 AUTHORIZED PROGRAMMER KEYHOLDER**

711 Real estate licensees that are associated with a Participant of the MLS will be allowed to lease a programmer key. Affiliate
712 members who are appraisers and property inspectors will be allowed to lease a programmer key with additional
713 requirements of providing copies of their E&O Insurance policy and license from the State of Arizona. Participants, their
714 salespersons and associated brokers shall not be required to use the lockbox/key safes or programmer keys/codes. Although
715 salespersons who have not purchased a key/code may not use any other Participant's salesperson, or associated brokers
716 key/code.
717

718 **8.2 OFFICE PROGRAMMER KEYS**

719 No "Office" programmer keys will be allowed. Only one leased key per individual is allowed.
720

721 **8.3 LOST/STOLEN PROGRAMMER KEYS**

722 Anyone losing or having a keysafe programmer key lost or stolen shall contact the MLS service office immediately. Upon
723 receipt of notice, the association shall take any steps deemed necessary to resecure the system.

- 724 (a) The key holder shall be required to sign a statement reporting such loss prior to key replacement.
 - 725 (b) MLS participants shall agree to terms prescribed by the current vendor supplying programmer key service.
- 726

727 **8.4 LOCKBOX/KEYSAFE READING POLICY**

728 (a) Homes With A Robbery: The listing office shall cooperate in providing showing records of keysafe to the proper
729 authorities. The information will be forwarded to the police department and NOT released to the listing agent.
730

731 (b) Missing House Keys: The listing agent shall review the showing records to obtain the name of the last agent(s) to enter
732 the property, and will have the responsibility of tracking down the missing keys.
733

734 **8.5** Before a keysafe is placed on a property the MLS Participant shall obtain written authorization from the property
735 owners. Nothing shall prevent the owner's right to refuse to have a keysafe on their property.
736

737 **8.6** Failure to secure property or to replace property keys into a keybox may be subject to a fine.
738

739 **8.7** A call to the listing office should be made before showing the property to:

- 741 (a) Disclose their agency status, if applicable.
 - 742 (b) Insure that a vacant house does not have new tenants in it.
 - 743 (c) Insure that the residents will not be disturbed or inconvenienced.
- 744

745 Only after the listing office has confirmed that the property can be shown at the requested time may the selling agent
746 proceed to the property.
747

748 **8.8** If an agent showing the property opens a keysafe and discovers that the house keys are missing, he/she should contact
749 the listing agent/office to report the missing keys immediately.
750

751 **8.9** Those Broker/Agents who don't have a programmer key wishing to show a listed property with a keysafe on it will have
752 to make an appointment with the listing broker to show the property or obtain showing instructions.
753

754 **SECTION 9 COMPLIANCE WITH RULES – AUTHORITY TO IMPOSE DISCIPLINE**

755 By becoming and remaining a Participant or Subscriber, each Participant and Subscriber agrees to be subject to these Rules
756 and any other MLS governance provisions. The MLS may, through the administrative and hearing procedures established in
757 these Rules, impose discipline for violations of these Rules and/or any other MLS governance provisions. Discipline that
758 may be imposed may only consist of one or more of the following:
759

- 760 (a) Letter of warning
- 761 (b) Letter of reprimand
- 762 (c) Listing may be moved to "withdrawn" status where the participant has refused or failed to timely report status changes.
763 Prior to removal of any listing from the MLS, the participant shall be advised of the intended removal so the participant
764 can advise his or her client(s).
- 765 (d) Attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscriber can
766 reasonably attend taking into consideration cost, location, and duration

- 767 (e) A fine not to exceed \$15,000
768 (f) Suspension of MLS rights, privileges and services for not less than thirty (30) days or more than one year
769 (g) Termination of MLS rights, privileges and services with no right to reapply for a specified period not to exceed three
770 (3) years
771

772 **Note:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of
773 discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in
774 abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS
775 rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the
776 suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary
777 status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfilment. The fact
778 that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other
779 forms of discipline which will not be held in abeyance.
780

781 **9.1 MLS FEES AND CHARGES**

782 The Board of Directors (BOD) is responsible for establishing fees and charges for services that are provided by the MLS.
783 The BOD is also responsible for establishing fines or other penalties that shall be imposed for violations of these Rules. The
784 schedule of fines shall be adopted as Policy and may be amended from time to time as approved by the BOD. Fees and fines
785 shall be published on the CABR website and in such other forms as the BOD may direct.
786

787 **9.2 PENALTIES FOR VIOLATIONS OF THESE RULES**

788 The Policies that govern the application of fines or penalties for violations of these rules are contained in the RCMLS
789 Penalty Policy. A copy of this Policy can be found on the CABR website. If two or more violations exist with respect to a
790 single Listing and these violations are identified at the same time, the violations shall be noticed and handled together.
791

792 **9.3 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT**

793 Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including
794 photographs, images, audio or video recordings and virtual tours, shall send notice of such alleged unauthorized use to the
795 MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to MLS not
796 more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged
797 unauthorized use and display of listing content in a court of law without first completing the notice and response procedures
798 outlined in this Section 9.3 of the MLS rules.
799

800 Upon receiving a notice, the committee (Board of Directors) will send the notice to the participant who is accused of
801 unauthorized use. Within ten (10) days from receipt. The participant must either: 1) remove the allegedly unauthorized
802 content, or 2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted will be
803 considered by the Committee (Board of Directors) and a decision of whether it establishes authority to use the listing content
804 will be made within thirty (30) days.
805

806 If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of
807 Directors) may issue a sanction pursuant to Section 9 of the MLS rules, including a request to remove and/or stop the use of
808 the unauthorized content within then (10) days after transmittal of the decision. If the unauthorized use stems from a
809 violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.
810

811 If after ten (10) days following transmittal of the Committee's (Board of Director's) determination the alleged violation
812 remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may
813 seek action through a court of law. (Adopted 6/2019)
814

815 **9.4 MLS RULES VIOLATIONS**

816 MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining
817 participant has first exhausted the remedies provided in these rules. (Adopted 6/2019)
818

819 **9.5 COMPLIANCE WITH RULES**

820 The following actions may be taken by MLS or the CABR for failure to comply with these Rules:

- 821 (a) For failure to pay any service charge, fine or fee on or before the specified date due, and provided that said failure
822 continues thereafter for at least ten (10) days after notice has been given, the Subscriber's MLS service may be
823 suspended until all service charges, fees and fines are paid in full and any identified errors are corrected.
824

825 **9.6 APPLICABILITY OF RULES TO SUBSCRIBERS**

826 Non-principal brokers, salespersons, appraisers, and others authorized as Subscribers hereunder to access the MLS
827 Compilation are subject to these Rules and may be disciplined for violations thereof provided that each such applicable
828 Subscriber has executed, either by signature or by electronic means, an agreement acknowledging that access to and use of
829 the MLS is contingent on compliance with the Rules. This provision does not eliminate the Participant's ultimate
830 responsibility and accountability for Subscribers who are affiliated with the Participant.

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9.7 NOTICES

Notices of violations and applicable fines associated with those violations shall be delivered according to the procedures defined in the MLS Penalty Policy as adopted by the BOD and amended from time to time. Subscribers shall be responsible for maintaining current contact information, including mailing and e-mail addresses with MLS and with the CABR. Any notices required or permitted by these Rules to be sent by MLS may be sent by either of the following two methods.

- (a) By e-mail to either the e-mail address on file in the MLS Roster Database or via internal e-mail delivery through the MLS system. Electronic messages are instantaneous. Therefore, Notice shall be deemed to have been constructively delivered at the time the e-mail message is sent to the recipient.
- (b) By U.S. Postal Service (USPS) mail to a postal address on file for a Subscriber or Participant at the postal address shown for the Participant’s office in the MLS Roster Database. Notice shall be deemed to have been constructively delivered two (2) USPS Service Days after being deposited in the USPS system for delivery.

9.8 CONSIDERATION OF ALLEGED VIOLATIONS

The committee (Board of Directors) shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors). (Adopted 6/2019)

SECTION 9.9 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 multiple listing service committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the Arizona Association of REALTORS® in accordance with the bylaws and rules and regulations of the Central Arizona Board of REALTORS® within twenty (20) days following receipt of the committee’s decision.

If, rather than conducting an administrative review, the multiple listing committee has a procedure established to conduct hearings, the decision of the multiple listing committee may be appealed to the board of directors of the Arizona Association of REALTORS® within twenty (20) days of the tribunal’s decision being rendered. Alleged violations involving unethical conduct shall be referred to the Arizona Association of REALTORS® 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 Arizona Association of REALTORS®.

SECTION 9.9a COMPLAINTS OF UNETHICAL CONDUCT

All other complaints of unethical conduct shall be referred by the board of directors to the secretary of the Arizona Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association’s bylaws.(Amended 11/88)

SECTION 10 MLS INFORMATION

10.1 CONFIDENTIALITY OF MLS INFORMATION

Any information provided by the MLS 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.

10.2 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.

10.3 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION

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

894 **10.4 INCLUSION OF EXPIRED OR WITHDRAWN LISTINGS IN AN ASSOCIATION’S COMPARABLE**
895 **REPORT OR OTHER REPORT OF STATISTICAL INFORMATION**

896 Any information concerning expired or withdrawn listings included in an association’s comparable report or other report of
897 statistical information shall be clearly indicated as expired or withdrawn so that the users of such information will be aware
898 of the actual status of such listings.
899

900 **10.5 STATISTICAL REPORTS**

901 Statistical reports, sold information, and other informational reports derived from the MLS are available to REALTORS®
902 who do not participate in the MLS but who are engaged in real estate brokerage, management, mortgage financing,
903 appraising, land development, or building. Additional expenses incurred in providing such information to REALTORS®
904 who do not participate in the MLS may be included in the price charged for such information. Any information provided
905 may not be transmitted, retransmitted, or provided in any manner to any individual, office or firm except as otherwise
906 authorized in the MLS rules and regulations.
907

908 It is strongly recommended that any irrelevant information such as the names of current or former owners, or information
909 concerning the sales commission or the compensation offered or paid to cooperating brokers be deleted. Statistical reports,
910 sold information and other informational reports derived from the MLS shall be given to government agencies if requested.
911

912 **10.6 OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS**

913
914 **10.6.1** By the act of submission of any property listing content to the MLS, the Participant represents and warrants that he or
915 she is fully authorized to license the property listing content as contemplated by and in compliance with this section and
916 these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its
917 copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited
918 to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives,
919 pricing information, and other details or information related to listed property.
920

921 Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant
922 harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any
923 inadequacy of ownership, license, or title to the submitted listing content. (Adopted 6/2019)
924

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

930 One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet
931 users may post user-generated content. If an OSP complies with the provisions of this DMCA safe
932 harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website.
933 This protects an OSP from incurring significant sums in copyright infringement damages, as statutory
934 damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs,
935 participants and subscribers comply with the DMCA safe harbor provisions discussed herein.
936

937 To qualify for this safe harbor, the OSP must:

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

950 Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement
951 liability. For more information see 17 U.S.C. §512.
952
953

954 *The term MLS compilation, as used in Sections 3, 5, 9 and 10 herein, shall be construed to include any format in
955 which property listing data is collected and disseminated to the participants, including but not limited to bound
956 book, loose-leaf binder, computer database, card file, or any other format whatsoever.

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10.6.2 All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Central Arizona Board of REALTORS® and in the copyrights therein, shall at all times remain vested in the Central Arizona Board of REALTORS®.

10.6.3 Each participant shall be entitled to lease from the Central Arizona 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.

10.7 USE OF COPYRIGHTED MLS COMPILATIONS

10.7.1 DISTRIBUTION:

Use of information developed by or published by a Board MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized users are prohibited. Further, none of the foregoing is intended to convey 'Participation' or 'Membership' or any right of access to information developed by or published by a Board MLS where access to such information is prohibited by law.

10.7.2 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.

10.7.3 COMPILATION OF CURRENT LISTING INFORMATION:

Any compilation of current listing information shall display the following notice in a conspicuous manner:

"Notice to Association Members

Under the long-established policy of this association, the Arizona Association of REALTORS®, and the NATIONAL ASSOCIATION OF REALTORS®: 1. The broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the broker and his or her client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the listing agreement. 2. The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any person other than the listing broker."

10.7.4 REPRODUCTION

Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances.

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

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

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

1021 **10.8 USE OF MLS INFORMATION**

1022
1023 **10.8.1 LIMITATIONS ON USE OF MLS INFORMATION**

1024 Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable
1025 report of the association or MLS may be used by MLS participants as the basis for aggregated demonstrations of market
1026 share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not
1027 convey the right to include in any such advertising or representation information about specific properties which are
1028 listed with other participants, or which were sold by other participants (as either listing or cooperating broker). However,
1029 any print or non-print forms of advertising or other forms of public representations based in whole or in part on information
1030 supplied by the association or its MLS must clearly demonstrate the period of time over which such claims are based and
1031 must include the following, or substantially similar, notice:

1032 “Based on information from the Rim Country MLS for the period (date) through (date).”

1033
1034 **10.8.2 CHANGES IN RULES AND REGULATIONS**

1035 Amendments to the rules and regulations of the service shall be by a 51% vote of the members of the MLS committee,
1036 subject to approval by the board of directors of the association of REALTORS®.

1037
1038 **10.8.3 ORIENTATION**

1039 Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS
1040 participant who has access to and use of MLS-generated information shall complete an orientation program of 3 classroom
1041 hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and
1042 the operation of the MLS within ninety (90) days after access has been provided.

1043
1044 Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than
1045 four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants
1046 and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers
1047 must be given the opportunity to complete any mandated additional training remotely.

1048
1049 **SECTION 11 INTERNET DATA EXCHANGE (“IDX”)**

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1051 **11.1 IDX DEFINED**

1052 IDX affords MLS Participants the ability to authorize limited electronic display of their listings by other participants and
1053 delivery of their listings by other participants via the following authorized mediums under the participant’s control: websites,
1054 mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listings. (Amended 5/17) **M**

1055
1056 **11.2 AUTHORIZATION**

1057 Participants’ consent for display of their listings by other participants pursuant to these rules and regulations is presumed
1058 unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a
1059 listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant’s listings, that
1060 participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have
1061 given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a
1062 listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.
1063 (Amended 05/12)

1064
1065 **11.2.3** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily
1066 visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g.,
1067 “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only
1068 when linked directly to a display that includes all required disclosures. (Amended 11/17) **M**

1069
1070 **11.3 PARTICIPATION**

1071 Participation in IDX is available to all MLS participants who are REALTORS® and who consent to display of their listings
1072 by other participants.

1073
1074 **11.3.1** Participants must notify the MLS of their intention to display IDX information and must give the MLS
1075 direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

1076
1077 **11.3.2** MLS participants may not use IDX-provided listings for any purpose other than display as provided for in
1078 these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

1079
1080 **11.3.3** Listings, including property addresses, can be included in IDX displays except where a seller has directed
1081 their listing broker to withhold their listing or the listing’s property address from all display on the Internet
1082 (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or
1083 distribution. (Amended 05/17) **M**

1084

1085 **11.3.4** Participants may select the listings they choose to display through IDX based only on objective criteria
1086 including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of
1087 property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation
1088 offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service
1089 being provided by the listing firm. Selection of listings displayed through IDX must be independently made by
1090 each Participant. (Amended 05/17) **M**
1091

1092 **11.3.5** Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at
1093 least once every 12 hours.
1094

1095 **11.3.6** Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX
1096 site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the
1097 MLS database available to any person or entity.
1098

1099 **11.3.7** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under
1100 which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules,
1101 “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS
1102 rules.
1103

1104 **11.3.8** Any IDX display controlled by a participant or subscriber that
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1106 (a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or
1107 reviews in immediate conjunction with particular listings, or
1108
1109 (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate
1110 conjunction with the listing,
1111
1112 either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller.
1113 The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these
1114 features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to
1115 Section 18.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning
1116 any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been
1117 disabled at the request of the seller.
1118

1119 **11.3.9** Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the
1120 accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the
1121 MLS and that relates to a specific property. Participants shall correct or remove any false data or information
1122 relating to a specific property upon receipt of a communication from the listing broker or listing agent for the
1123 property explaining why the data or information is false. However, participants shall not be obligated to remove or
1124 correct any data or information that simply reflects good faith opinion, advice, or professional judgment.
1125

1126 **11.3.10** An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other
1127 brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are
1128 consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those
1129 MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of
1130 multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search
1131 results page; and that Participants may display listings from each IDX feed on a single webpage or display.
1132

1133 **11.4 DISPLAY** Display of listing information pursuant to IDX is subject to the following rules:
1134

1135 **11.4.1** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all
1136 other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and
1137 users (e.g. cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.
1138

1139 **11.4.1.1** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.
1140

1141 **11.4.2** Participants shall not modify or manipulate information relating to other participants’ listings. MLS participants may
1142 augment their IDX displays of MLS data with applicable property information from other sources to appear on the same
1143 webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly
1144 identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or
1145 display of fewer than all of the available listings or fewer authorized fields.
1146

1147 **11.4.3** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily
1148 visible color and typeface not smaller than the median used in the display of listing data.* (Amended 05/17) **M***

1149 Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are
1150 exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of
1151 listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the
1152 property search or linked to through the devices application. (Amended 5/17)

1153
1154 **11.4.4** Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through
1155 IDX on their own websites subject to their Participant’s consent and control and the requirements of state law and/or
1156 regulation.

1157
1158 **11.4.5** All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal
1159 information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this
1160 requirement but only when linked directly to a display that includes all required disclosures.

1161
1162 **11.4.6** Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is
1163 provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to
1164 identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not
1165 guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect
1166 participants and/or the MLS from liability. Displays of minimal information (e.g., “thumbnails”, text messages,
1167 “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly
1168 to a display that includes all required disclosures.

1169
1170 **11.4.7** The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no
1171 instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX
1172 display, whichever is fewer. (Amended 11/17)

1173
1174 **11.4.8** The right to display other Participants’ listings pursuant to IDX shall be limited to a Participant’s office(s) holding
1175 participatory rights in this MLS.

1176
1177 **11.4.9** Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds
1178 participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other
1179 sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing
1180 was obtained. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200]
1181 characters or less) are exempt from this requirement but only when linked directly to a display that includes all
1182 required disclosures.

1183
1184 **11.4.10** Display of expired, withdrawn, and sold listings* is prohibited.

1185
1186 *Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited.

1187
1188 **11.4.11** Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and e-mail address(es) is prohibited.

1189
1190 **11.4.12** Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is
1191 prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant’s
1192 logo and contact information is larger than that of any third party.

1193
1194 **11.5 SERVICE FEES AND CHARGES**

1195 Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

1196
1197 **SECTION 12 – VOW (Virtual Office Website)**

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1199 **Section 12.1 (a):** A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s
1200 website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the
1201 Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the
1202 opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A
1203 non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a
1204 VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and
1205 accountability.

1206
1207 (b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and
1208 sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight,
1209 supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant,
1210 by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

1211
1212 (c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf
1213 of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP

1214 has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No
1215 AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more
1216 Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf
1217 the AVP operates a VOW.
1218

1219 (d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold
1220 data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.
1221

1222 **Section 12.2 (a):** The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the
1223 MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs
1224 may operate a master website with links to the VOWs of the other offices.
1225

1226 (b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on
1227 behalf of a Participant by an AVP, may provide other features, information, or functions, i.e., Internet Data Exchange
1228 (“IDX”).
1229

1230 (c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission
1231 from other MLS Participants whose listings will be displayed on the Participant’s VOW.
1232

1233 **Section 12.3 (a):** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her
1234 VOW, the Participant must take each of the following steps:
1235

1236 (i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law),
1237 including completion of all actions required by state law in connection with providing real estate brokerage services to
1238 clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all
1239 applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

1240 (ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an
1241 email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use
1242 (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is
1243 valid and that the Registrant has agreed to the Terms of Use.

1244 (iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different
1245 from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and
1246 password or may allow the Registrant to establish its user name and password. The Participant must also assure that
1247 any email address is associated with only one user name and password.
1248

1249 (b) The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the
1250 password. The Participant must at all times maintain a record of the name, email address, user name, and current password
1251 of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of
1252 the Registrant’s password.
1253

1254 (c) If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS
1255 Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email
1256 address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The
1257 Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
1258

1259 (a) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or
1260 otherwise) to, a “Terms of Use” provision that provides at least the following:
1261

1262 (i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

1263 (ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-
1264 commercial use;

1265 (iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through
1266 the VOW;

1267 (iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with
1268 the Registrant’s consideration of the purchase or sale of an individual property;

1269 (v) That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS
1270 database.
1271

1272 (e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation
1273 agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and
1274 Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant
1275 must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely
1276 by mouse click.
1277

1278 (f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly
1279 authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring
1280 display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to
1281 between the Participant and the Registrant.
1282

1283 **Section 12.4:** A Participant's VOW must prominently display an e-mail address, telephone number, or specific
1284 identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask
1285 questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or
1286 sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants
1287 about properties within the market area served by that Participant and displayed on the VOW.
1288

1289 **Section 12.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation,
1290 "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security
1291 protection such as firewalls as long as this requirement does not impose security obligations greater than those employed
1292 concurrently by the MLS.
1293

1294 **Section 12.6 (a):** A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively
1295 directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker
1296 shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the
1297 Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery
1298 mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their
1299 property displayed on the Internet.
1300

1301 (b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address
1302 displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar)
1303 provision:
1304

1305 **Seller Opt-Out Form**

1306 1. Please check either Option a or Option b

1307
1308 a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

1309 OR

1310 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
1311 Internet.
1312

1313 2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the
1314 Internet will not see information about the listed property in response to their search.
1315

1316 _____
1317 initials of seller
1318

1319 (c) The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the
1320 listing goes off the market, whichever is greater.
1321

1322 **Section 12.7 (a):** Subject to subsection (b), a Participant's VOW may allow third-parties:
1323

- 1324 (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in
1325 immediate conjunction with particular listings, or
1326 (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate
1327 conjunction with the listing
1328

1329 (b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those
1330 features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS
1331 that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites.
1332 Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional
1333 judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled
1334 "at the request of the seller."
1335

1336 **Section 12.8:** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments
1337 from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that
1338 supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove
1339 any false information relating to a specific property within 48 hours following receipt of a communication from the listing
1340 broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove
1341 any data or information that simply reflects good faith opinion, advice, or professional judgment.

1342
1343 **Section 12.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once
1344 every three (3) days.
1345
1346 **Section 12.10:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other
1347 applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing
1348 Information to any person or entity.
1349
1350 **Section 12.11:** A Participant’s VOW must display the Participant’s privacy policy informing Registrants of all of the ways
1351 in which information that they provide may be used.
1352
1353 **Section 12.12:** A Participant’s VOW may exclude listings from display based only on objective criteria, including, but not
1354 limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and
1355 whether the listing broker is a REALTOR®.
1356
1357 **Section 12.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its
1358 intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for
1359 purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.
1360
1361 **Section 12.14:** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who
1362 operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf.
1363 However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the
1364 Participant.
1365
1366 **Section 12.15:** A Participant’s VOW may not make available for search by, or display to, Registrants any of the following
1367 information:
1368
1369 (a) Expired and withdrawn listings.
1370
1371 (b) The compensation offered to other MLS Participants.
1372
1373 (c) The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
1374
1375 (d) The seller’s and occupant’s name(s), phone number(s), or e-mail address(es).
1376
1377 (e) Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed
1378 property.
1379
1380 **Section 12.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from
1381 the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional
1382 information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of
1383 such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on
1384 VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields
1385
1386 **Section 12.17:** A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing
1387 Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant’s VOW
1388 may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.
1389
1390 **Section 12.18:** A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing
1391 firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller
1392 than the median typeface used in the display of listing data.
1393
1394 **Section 12.19:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more
1395 than one hundred (100) or five percent (5%) of the current listings in the MLS, whichever is less, and not more than one
1396 hundred (100) or five percent (5%) of the sold listings in the MLS, whichever is less, in response to any inquiry.
1397
1398 **Section 12.20:** A Participant shall require that Registrants’ passwords be reconfirmed or changed every 90 days.
1399
1400 **Section 12.21:** A Participant may display advertising and the identification of other entities (“co-branding”) on any VOW
1401 the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW
1402 deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be
1403 deceptive or misleading if the Participant’s logo and contact information (or that of at least one Participant, in the case of a
1404 VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of

1405 every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of
1406 the AVP and larger than that of any third party.

1407
1408 **Section 12.22:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources,
1409 including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

1410
1411 **Section 12.23:** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including
1412 from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

1413
1414 **Section 12.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by
1415 the MLS.

1416
1417 **Section 12.25:** Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of
1418 the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS
1419 within 48 hours.