

**EMERALD COAST
ASSOCIATION
OF
REALTORS[®]**

**COMMERCIAL
MULTIPLE LISTING SERVICE**

(CMLS)

RULES

**December 16, 2004
(amended 09/25/13)**

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PREAMBLE

Notice to Association Members and Non-Member Brokers: Under the long established policy of this Association, the Florida 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 their client(s), 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 established by the listing broker and is not fixed, controlled, recommended or maintained by any persons other than the listing broker.

Purpose of these MLS Rules: These MLS Rules are designed to guide Participants; however, they are not to be construed as arbitrary restrictions on business practices. They are based on experience and are not designed to be restrictive upon the personal rights of participating individuals.

Entitlement to Compensation: Entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale or lease.

Purpose of a Multiple Listing Service (MLS): A Multiple Listing Service is a means by which Participants make blanket, unilateral offers of compensation to other Participants (acting in a capacity as authorized by F.S. Chapter 475); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public.

MLS Antitrust Compliance Policy

The purpose of multiple listing is the orderly correlation and dissemination of listing information to participants so they may better serve the buying and selling public. Boards and associations of REALTORS® and their multiple listing services shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas.

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

1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services (Interpretation 14).
2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
7. Prohibit or discourage participants from taking “office exclusive” listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants (Interpretation 10).
9. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
10. Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
11. Prohibit or discourage participants or subscribers from participating in political activities (Interpretation 15).
12. Interfere in or restrict participants in their relationships with their affiliated licensees (Interpretations 16 and 17).

As used in this policy, “rule” includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not. “Multiple listing service” and “MLS” means multiple listing service committees of boards and associations of REALTORS® and separately-incorporated multiple listing services owned by one or more boards or associations of REALTORS®.

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

This policy does not prohibit boards or associations of REALTORS[®] or their MLSs from adopting rules or policies establishing the legitimate uses of MLS information, from prohibiting unauthorized uses of MLS information, or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.

It is the duty and responsibility of all boards and associations of REALTORS[®] and MLSs owned by or controlled by boards or associations of REALTORS[®] to ensure that all bylaws, rules, regulations, and other governance provisions comply with all mandatory multiple listing policies of the NATIONAL ASSOCIATION OF REALTORS[®]. Boards and associations of REALTORS[®] failing to conform with these policies will be required to show cause why their charters should not be revoked.

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

Listing Procedures

Section 1. LISTING PROCEDURES: Listings of real property or marketable (equitable) interest in real property, which may include personal property, are taken subject to a real estate broker's license, within the territorial jurisdiction of the Association (defined as the Emerald Coast Association of REALTORS®). Listings taken by Participants (see note 1) shall be submitted to the Multiple Listing Service (MLS) within two (2) business days after all necessary signatures of seller(s) or lessor(s) have been obtained unless otherwise indicated in the listing agreement or other documentation.



Failure to submit a listing to the MLS within two (2) business days except for reasons specified in Section 1 is a **Class 2** violation of the MLS Rules (see Section 9).

Listings may be of the following types:

- (a) business
- (b) hotel/motel
- (c) industrial
- (d) land
- (e) mobile home park
- (f) multi-family (five or more units)
- (g) income producing (non-residential)
- (h) office
- (i) retail
- (j) other commercial/industrial real property



Incorrectly identifying the property type within the MLS is a **Class 2** violation of the MLS Rules (see Section 9).

NOTE 1: Any listing submitted to the MLS must represent a fully executed exclusive agreement between the seller or lessor and the listing broker to sell or lease the listed property. The listing agreement must include the seller's/lessor's authorization to submit the listing agreement to the MLS. Original listing agreements will be provided to the MLS for inspection on demand.



Submitting a listing to the MLS without obtaining a fully executed exclusive agreement between the seller/lessor and the listing broker to sell or lease the listed property to the MLS is a **Class 2** violation of the MLS Rules (see Section 9).

The permitted types of listing agreements accepted by the MLS, with or without named exceptions, include (For definitions, see Appendix A):

- (a) Exclusive right of sale – single agent
- (b) Exclusive agency – single agent
- (c) Exclusive right of sale – transaction broker
- (d) Exclusive agency – transaction broker
- (e) Exclusive right of sale – non-representative
- (f) Exclusive agency – non-representative

	Incorrectly identifying the type of listing agreement within the MLS is a Class 2 violation of the MLS Rules (see Section 9).
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Participants shall **not** submit net listings, open listings, or in-house listings but these listings may be subject to the requirements of Section 1.3, Non-MLS Listings.

	Entering a net listing, open listing, or in-house listing into the MLS is a Class 1 violation of the MLS Rules (see Section 9).
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The MLS may reserve the right to refuse to accept a listing form that fails to adequately protect the interests of the public and the Participants.

The exclusive agency listing authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller or lessor the general right to sell or lease the property on an unlimited or restrictive basis. Exclusive agency listing and exclusive right to sell/lease listings with named prospects exempted (“named exceptions”) should be clearly distinguished using the appropriate entry on the listing entry sheet, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell/lease listings with no named prospects exempted. Care should be taken to ensure that the correct selections are made to distinguish between exclusive agency and exclusive right to sell/lease listings with prospect reservations.

NOTE 2: All closed sales/leases of unlisted property should be submitted to the MLS to provide comparable sold/lease data in order to provide better marketing information and service to our clients and the other MLS participants.

NOTE 3: If there is a marketable (equitable) interest in a listed property, the description of the marketable (equitable) interest must be disclosed in the remarks section only of the MLS listing. (See Appendix A)

	Failing to include a description of marketable (equitable) interest in the remarks section only of an MLS listing or erroneously indicating such an instance is a Class 2 violation of the MLS Rules (see Section 9).
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NOTE 4: Any feature offered by the Service to facilitate the ability for participants to provide sample MLS reports to potential sellers for the purpose of soliciting listing services (Provisional Listings) shall not in any way minimize or eliminate any requirement or responsibility of a listing broker for submitting a listing to the Service as described in these MLS Rules.

Section 1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE MLS: Any listing submitted to the MLS is subject to the rules and regulations of the MLS upon signature of the seller(s) and accepted by the Broker or an authorized agent of the Broker.

Section 1.2 DETAIL ON LISTINGS SUBMITTED TO THE MLS: A listing, when submitted to the MLS by the listing broker, shall be complete in every detail ascertainable.



Entering incorrect, erroneous, or incomplete listing information is a **Class 2** violation of the MLS Rules (see Section 9).

NOTE 1 – Parcel ID: When a Parcel ID is included in a listing submitted to the service the Parcel ID must be entered using the same format used on county property appraiser’s web site. *(added 6/06)*



Entering a Parcel ID in a format other than the county format is a **Class 2** violation of the MLS Rules (see Section 9).

NOTE 2 – Sale Type: Listings submitted to the service that have certain characteristics as found in the “Sale Type” list within the MLS system must be disclosed as described below: *(added 05/01/08)*

“As is” Property: Listings submitted to the service that are offered “as is,” or contain other similar conditions of sale, must have “As Is” selected in the Sale Type list and include a description of these conditions of sale within the *remarks section only* of the listing when submitted to the MLS.

Assignments, Estates in Probate, Foreclosures, and REOs (Bank Owned Property): Listings submitted with any of these characteristics must have the appropriate item selected in the Sale Type list.

Auctions: Listings being sold at auction must have “Auction” selected in the Sale Type list. In addition, the type of auction and the date of the auction must be entered in the appropriate area of the MLS input form.

Bankruptcy: Property that is listed because of a bankruptcy order must have “Bankruptcy” selected in the Sale Type list. In addition, a disclosure as described in

Section 5, Note 5 of these MLS Rules must be included in the Agent Notes section of the listing. The following template may be used for the disclosure:

**** NOTICE TO COOPERATING BROKERS – This transaction is subject to and contingent on court approval; the compensation offered through MLS will be reduced if the court reduces the gross commission, in which case any commission paid will be split ___% for the listing broker, ___% for the cooperating broker.*

Short Sales: Listings that can only close if one or more mortgagee has agreed to release its mortgage without payment in full must have “Short Sale” selected in the Sale Type list when authorized in writing by the seller(s) to do so. When “Short Sale” is selected, a disclosure as described in Section 5, Note 5 of these MLS Rules may be included in the Agent Notes section of the listing. The following template may be used for the disclosure:

**** NOTICE TO COOPERATING BROKERS – This transaction is subject to and contingent on lender approval; the compensation offered through MLS will be reduced if the lender(s) reduce the gross commission, in which case any commission paid will be split ___% for the listing broker, ___% for the cooperating broker.*



Failing to properly disclose certain listing characteristics as described in Section 1.2, Note 2 when applicable is a **Class 2** violation of the MLS Rules (see Section 9).

NOTE 3 – Listing Photos: Every listing submitted to the Service, with the exception of listings entered into the “Land” class or listings marked as “Confidential” in the Agent Notes field, must include at least one photo or rendering of the property, except where sellers expressly direct that photographs of their property not appear in MLS compilations. If photos are prohibited by the seller, the ECAR stock photo and No Photo form must be used. The photo must be submitted within one (1) day of the listing being activated. Additional photos may be included with the listing as desired. (amended 9/12)



Failing to submit at least one photo within one (1) day of listing activation is a **Class 2** violation of the MLS Rules (see Section 9).

Section 1.2(a) APPEARANCE OF LISTING INFORMATION: HTML Tags or other computer coding that alters the appearance of the data are prohibited.



Altering the appearance of the data is a **Class 2** violation of the MLS Rules (see Section 9).

Section 1.2.1 – Limited Service Listings: Listing agreements to sell or lease under which the listing broker will not provide one, or more, of the following services:

- a) accept and present to the seller(s)/lessor(s) offers to purchase/lease procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase/lease directly to the seller(s)/lessor(s);
- b) advise the seller(s)/lessor(s) as to the merits of offers to purchase/lease;
- c) assist the seller(s)/lessor(s) in developing, communicating, or presenting counter-offers; or
- d) participate on the sellers(s)/lessor(s) behalf in negotiations leading to the sale/lease of the listing property

will be identified by selecting “YES – LIMITED SERVICE” to the prompt “Limited Service Listing?” in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s)/lessor(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell/lease the property. The listing may include an explanation of the services being offered only in the Agent Notes section of the MLS compilation.



Failing to identify a Limited Service Listing is a **Class 2** violation of the MLS Rules (see Section 9).

Section 1.2.2 – MLS Entry-only Listings: Listing agreements to sell or lease under which the listing broker will not provide any of the following services:

- a) accept and present to the seller(s)/lessor(s) offers to purchase/lease procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase/lease directly to the seller(s)/lessor(s);
- b) advise the seller(s)/lessor(s) as to the merits of offers to purchase/lease;
- c) assist the seller(s)/lessor(s) in developing, communicating, or presenting counter-offers; or
- d) participate on the sellers(s)/lessor(s) behalf in negotiations leading to the sale/lease of the listing property

will be identified by selecting “YES – MLS ENTRY ONLY” to the prompt “Limited Service Listing?” in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s)/lessor(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell/lease the property.



Failing to identify an MLS Entry-only Listing is a **Class 2** violation of the MLS Rules (see Section 9).

Section 1.3 NON-MLS LISTINGS: If the seller/lessor refuses to permit the listing to be disseminated by the MLS or the listing agreement is not allowed as described in

Section 1, Note 1 of the MLS Rules, the Participant may then take the listing provided a Registration of Non-MLS Listing or similar form is completed and submitted along with a copy of the listing agreement to the MLS within 48 hours. A Registration of Non-MLS Listing form is available on the last page of these MLS Rules and is also available through the MLS system. If a non-MLS listing agreement is extended, a copy of the signed request for extension must be submitted to the MLS along with a revised registration form.

NOTE: Non-MLS listings that are properly registered with the MLS are not considered to be submitted to the MLS and are not subject to the MLS Rules as the rules relate to submitted listings. This in no way relieves an MLS Participant or Subscriber from his or her rights and/or obligations under these MLS Rules in any other way or under any other circumstances unless noted.



Failure to properly register a non-MLS listing is a **Class 2** violation of the MLS Rules (see Section 9).

Section 1.4 CHANGE OF STATUS OF LISTING: Any change in the original listing agreement shall be made only when authorized in writing by the seller and shall be submitted to the MLS within one (1) business day after the authorized change is received by the listing broker.



Failing to reflect changes to an original listing agreement in a timely manner is a **Class 2** violation of the MLS Rules (see Section 9).

Section 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION: Listings of property may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement provided notice is submitted to the MLS and a copy of the agreement between the seller/lessor and listing broker authorizing the withdrawal is available on demand. Sellers/lessors do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when the seller(s) or lessor(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller or lessor.

Note: Listings in a "withdrawn" status may be subject to a valid listing agreement.

Section 1.6 CONTINGENCIES APPLICABLE TO LISTINGS: Any contingency or conditions of any type in a listing shall be specified and noticed to the Participants. When a contingency contract has been negotiated, the listing must be changed to the "Pending Status" within one (1) business day after the negotiations was completed, unless the contract includes a "first right of refusal" clause with a timeframe of seventy-two (72) hours or less may remain in active status provided that the contingency contract is noticed as the first item in the Remarks Section of the MLS listing. Other contingencies

should be disclosed in Contingency Reason field when the listing is changed to Pending.
(amended 4/13)



Failing to change the status of a listing to Pending or when a contingency contract has been negotiated within a timely manner is a Class 2 violation of the MLS rules (see Section 9).

Section 1.7 LISTING PRICE SPECIFIED: The full, gross listing price stated in the listing contract will be included in the information submitted to the MLS.



Failing to include the full, gross price as stated in the listing contract in the MLS is a **Class 2** violation of the MLS Rules (see Section 9).

Section 1.8 LISTING MULTIPLE UNIT PROPERTIES: All properties which are to be sold/leased or which may be sold/leased separately must be submitted individually to the MLS.



Failing to individually submit to the MLS all properties which are to be sold/leased or which may be sold/leased separately is a **Class 2** violation of the MLS Rules (see Section 9).

Section 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS: The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

Section 1.10 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS: Any listing submitted to the MLS automatically expires on the date specified in the agreement unless extended or renewed. Any extension or renewal of a listing must be signed by the seller(s)/lessor(s) prior to expiration and be provided to the MLS on demand. If an extension or renewal has not been signed by the expiration date, a new listing agreement must be secured, and the listing must be published as a new listing.



Improperly or erroneously extending or renewing a listing or publishing a new listing when a listing agreement has been extended or renewed is a **Class 2** violation of the MLS Rules (see Section 9).

Section 1.11 TERMINATION DATE OF LISTINGS: Listings submitted to the MLS shall bear a definite and final termination date, as negotiated between the listing broker and the seller(s)/lessor(s), as stated on the listing agreement.

Section 1.12 JURISDICTION: Only listings of the designated types of property located within the jurisdiction of ECAR shall be submitted to the MLS. Listings of property located outside the jurisdiction of ECAR will be accepted if submitted voluntarily by a Participant.

Section 1.13 LISTINGS OF SUSPENDED PARTICIPANTS: When a Participant of the MLS is suspended from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the MLS until sold/leased, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association, MLS, or both for failure to pay appropriate dues, fees, or charges, an Association or MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his clients. Listings are to be removed within 48 hours of notification.

Section 1.14 LISTINGS OF EXPELLED PARTICIPANTS: When a Participant in the MLS is expelled from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the MLS until sold/leased, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association, MLS, or both for failure to pay appropriate dues, fees, or charges, an Association or MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients. Listings are to be removed within 48 hours of notification.

Section 1.15 LISTINGS OF RESIGNED PARTICIPANTS: When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients. Listings are to be removed within 48 hours of notification.

Section 1.16 USE OF LOCK BOXES: Lock boxes may be used on a listed property only if the owner has signed a written authorization stating that the owner(s) has been informed of the risks involved and knows that the use of the lock box is not mandatory.

Participants may use any type of lock box they wish. Lock box combinations and “Call Before Showing” (“CBS”) codes are confidential and shall not be published anywhere within the MLS.

	Using a lock box without proper written authorization is a Class 2 violation of the MLS Rules (see Section 9).
	Publishing lock box combinations, “Call Before Showing (CBS)” codes, or other security-related information within the MLS is a Class 2 violation of the MLS Rules (see Section 9).

Selling/Leasing Procedures

Section 2. SHOWINGS AND NEGOTIATIONS: Appointments for showings and negotiations with the Seller/Lessor for the purchase/lease of listed property filed with the MLS shall be conducted through the listing broker. However, the cooperating broker may show or negotiate directly with the Seller/Lessor under the following circumstances:

- (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (b) after reasonable effort, the cooperating broker cannot contact the listing broker or a representative of the listing broker. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers with prior written notice through the MLS.

Section 2.1 PRESENTATION OF OFFERS: The listing broker must make arrangements to present the offer as soon as possible.

Section 2.2 SUBMISSION OF WRITTEN OFFERS: The listing broker shall submit to the seller/lessor all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller/lessor and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller/lessor obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Section 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFERS: The cooperating broker or his representative has the right to participate in the presentation to the seller/lessor of any offer he secures to purchase/lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller/lessor and the listing broker. However, if the seller/lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's/lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.



Failing to properly adhere to Section 2.3 of the MLS Rules is considered a **Violation of Conduct** (see Section 9).

Section 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS: The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller/lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser/lessee (except where the cooperating broker is a subagent). However, if the purchaser/lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's/lessee's written instructions.



Failing to properly adhere to Section 2.4 of the MLS Rules is considered a **Violation of Conduct** (see Section 9).

Section 2.5 REPORTING SALES TO THE MLS: Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within one (1) business day after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within one (1) business day after occurrence and the listing broker shall report them to the MLS within one (1) business day after receiving notice from the cooperating broker.

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



Failing to report status changes or changes to projected closing dates in a timely manner is a **Class 2** violation of the MLS Rules (see Section 9).

Section 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES: The listing broker shall report to the MLS within one (1) business day that a contingency distributed through the MLS has been fulfilled or renewed, or the agreement canceled.



Failing to report resolutions to contingencies in a timely manner is a **Class 2** violation of the MLS Rules (see Section 9).

Section 2.7 ADVERTISING OF LISTINGS SUBMITTED TO THE MLS: A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker (see note 1 and note 2).



Improperly advertising listings is considered a **Violation of Conduct** (see Section 9).

Section 2.8 REPORTING CANCELLATION OF PENDING SALE: The listing broker shall report immediately to the MLS the cancellation of any pending sale and the listing shall be reinstated to the MLS immediately with the proper status (active, withdrawn, or expired).



Failing to report the cancellation of a pending sale in a timely manner is a **Class 2** violation of the MLS Rules (see Section 9).

Refusal to Sell/Lease

Section 3. REFUSAL TO SELL/LEASE: If the seller/lessor of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing agreement, such fact shall be transmitted immediately to the MLS and to all Participants by so stating in the *remarks section* only of that listing.



Failing to appropriately note a seller's/lessor's refusal to sell/lease is a **Class 2** violation of the MLS Rules (see Section 9).

Prohibitions

Section 4. INFORMATION FOR PARTICIPANTS ONLY: Any listing filed with the MLS shall not be made available to any broker or firm not a Participant of the MLS without the prior consent of the listing broker.



Providing MLS data to any broker or firm that does not participate in the MLS is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.

Section 4.1 "FOR SALE" OR "FOR LEASE" SIGNS: Only the "For Sale" sign or "For Lease" of the listing broker may be placed on a property.



Placing inappropriate “For Sale” or “For Lease” signs on a property is a **Class 2** violation of the MLS Rules (see Section 9).

Section 4.2 "SOLD" OR "LEASED" SIGNS: Prior to closing, only the “Sold” or “Leased” sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling/leasing) broker to post such a sign.



Placing inappropriate “Sold” or “Leased” signs on a property is a **Class 2** violation of the MLS Rules (see Section 9).

Section 4.3 SOLICITATION OF LISTING SUBMITTED TO THE MLS: Participants shall not solicit a listing on property filed with the MLS unless such solicitation is consistent with Appendix C and Article 16 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.



Soliciting property inappropriately is considered a **Violation of Conduct** (see Section 9).

Section 4.4 CONTACT INFORMATION IN THE MLS: Any information that promotes, references, identifies, or provides contact information for the Listing Agency and/or Listing Agent may only be entered in the required Listing Office ID and Listing Agent ID fields and optionally the Agent Notes, Co-Listing Office, and Co-Listing Agent fields.

NOTE 1: References to web page addresses may be included in those areas intended for consumers when the referenced web page is limited to information that would otherwise be considered appropriate for consumers as described in this Section 4.4.

NOTE 2: The Service is intended for the use and benefit of its participants and subscribers. Listings will not contain any information regarding persons who are not affiliated with a participating brokerage unless the person has ownership or equitable interest in the listed property.



Violations of Section 4.4 of the MLS Rules are **Class 2** violations of the MLS Rules (see Section 9).

Divisions of Commissions

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



Failing to specify cooperative compensation on a listing is a **Class 1** violation of the MLS Rules (see Section 9).

NOTE 1: In submitting a listing to the MLS, the Participant of the MLS is making a blanket, unilateral offer of compensation to the other MLS Participants, and shall therefore specify on each listing submitted to the MLS, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell/lease.

The compensation specified on listings submitted to the MLS shall appear in one of two forms. The essential and appropriate requirement by an MLS is that the information submitted shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of submitting an offer to purchase. The compensation specified on listings submitted to the MLS shall be shown in one of the two following forms:

1. By showing a definite percentage of the gross selling/lease price.
2. By showing a definite dollar amount.

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law), and the amounts offered to each may be different.

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing submitted to the MLS providing the listing broker informs the other broker in writing in advance of submitting

an offer to purchase/lease and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the MLS. Any superseding offer of compensation must be expressed as either a definite percentage of the gross sales/lease price or as a definite dollar amount.

The MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in the listing contract, and the MLS shall not publish the total negotiated commission on a listing submitted to the MLS by a Participant. The MLS shall not disclose in any way the total commission negotiated between the seller/lessor and the listing broker.



Failing to express compensation as a percentage of the gross sales/lease price or as a definite dollar amount is a **Class 1** violation of the MLS Rules (see Section 9).

NOTE 2: The listing broker may, from time to time, adjust the compensation offered to other MLS Participants for their services with respect to any listing by submission to the MLS so that all Participants will be advised.

NOTE 3: The MLS shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

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

NOTE 5: Multiple Listing Services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers; where the sale price is insufficient to pay the total of all liens and costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple Listing Services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they must also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information

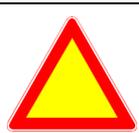
related to short sales must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers.

NOTE 6: In the event compensation owed to the cooperating broker is not paid at closing, payment shall be made within five (5) days of the listing broker receiving the commission.

Section 5.0.1 DISCLOSING POTENTIAL SHORT SALES: Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants.

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

Section 5.1 PARTICIPANT AS A PRINCIPAL: If a Participant or any licensee (or registered, licensed, or certified appraiser) affiliated with a Participant has any interest in a property listing submitted to the MLS, that interest shall be disclosed in *the remarks section* only of the listing when submitted to the MLS.



Failing to appropriately disclose interest in a listed property is a **Class 2** violation of the MLS Rules (see Section 9).

Section 5.2 PARTICIPANT AS A PURCHASER/LESSEE: If a Participant, or any licensee (including registered, licensed, or certified appraisers) affiliated with a Participant, wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase/lease is submitted to the listing broker.

Section 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS: The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/lessor agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/lessor agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/lessor) shall be disclosed by the listing broker in *showing instructions field* only of the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/lessor. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase/lease.



Failing to appropriately disclose a dual or variable rate commission agreement is a **Class 2** violation of the MLS Rules (see Section 9).

Service Charges

Section 6. SERVICE FEES AND CHARGES: Service fees and charges are to be determined by ECAR Board of Directors.

Compliance With Rules

Section 7. COMPLIANCE WITH RULES: The following actions may be taken for noncompliance with the Rules:

- (a) MLS services will discontinue to a Participant for non-payment of any MLS fees only when so directed by the Board of Directors.
- (b) For failure to comply with any other rule, the provisions of Sections 9 shall apply.

Section 7.1 Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. (added 4/13)

Meetings

Section 8. Meetings of CMLS Committee: The Commercial Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

Section 8.1 Meetings of MLS Participants: The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.

Section 8.2 Conduct of the Meetings: The Chairperson or Vice Chairperson shall preside at all meetings or, in their absence, a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon the failure to do so, by the Committee.

Enforcement of Rules or Disputes

Section 9 – Consideration of Alleged Violations: The CMLS Committee through its CMLS Chairperson with assistance by Association staff shall give consideration to all complaints having to do with violations of these rules and regulations. Complaints must be submitted in written form and must include documentation to support the claim, including a copy of the listing in Full Agent Detail Report format when applicable.

Section 9.1 – Violations of Rules and Regulations: If the alleged offense is a violation of the rules and regulations of the Service and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, the CMLS Committee through its Chairperson with assistance by the Association staff will determine the validity of the allegation and if a violation is determined direct Association staff to initiate the procedure as described in this Section 9.1 in order to correct or mitigate the violation. Alleged violations of Section 16 of the rules and regulations shall be referred to the Association’s Grievance Committee for processing in accordance with the professional standards procedures of the Association, except that if the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Association.

1. **Scope and Severity of Violations** – All violations of the CMLS rules and regulations shall fall under one of the following five levels of severity:
 - a. **Violations of Conduct** – Violations of Section 16 of these CMLS Rules and any other violation determined to be a violation of conduct shall be referred to the Association’s Grievance Committee as described above. Violations of Conduct are identified in these CMLS Rules by the use of the following symbol in the margin or other discernable location adjacent to the section in which the corresponding rule is described:



- b. **Access Violations** – Violators of rules involving unauthorized access to the Service shall be subject to an automatic \$1000.00 fine. Access Violations are identified in these CMLS Rules by the use of the following symbol in the margin or other discernable location adjacent to the section in which the corresponding rule is described:



- c. **Class 1 Violations:** Violators of Class 1 rules are subject to an automatic \$200 fine. Class 1 violations are identified in these CMLS Rules by the use of the following symbol in the margin or other discernable location adjacent to the section in which the corresponding rule is described:



- d. **Class 2 Violations:** Class 2 violations are not subject to an automatic fine; however failure to correct a Class 2 violation within two (2) business days will result in the Participant being fined based on a **Progressive Fine Schedule** outlined below. The **Base Fine Amount** for failing to correct a Class 2 violation is \$100. Class 2 violations are identified in these CMLS Rules by the use of the following symbol in the margin or other discernable location adjacent to the section in which the corresponding rule is described:



- e. **Class 3 Violations:** Class 3 violations have been eliminated and any reference in these CMLS Rules to a Class 3 violation shall be considered the same as a Class 2 violation.

2. **Notification of Violations** – The Participant of the person who has violated the rules shall be notified of the rules infraction in accordance with Table 9.1 of these CMLS Rules and this notice shall be determined by the scope of the violation (see “Scope and Severity of Violations “above). The violating party, if different from the Participant, will be provided a copy of the notification as a courtesy, however all corrections and sanctions, if any, shall be the responsibility of the Participant.

3. **Time Period to Correct a Violation** – Any violation of the CMLS Rules must be corrected in a timely manner as determined by the scope of the

violation (see Table 9.1). A notification of violation will include the exact deadline for correcting the violations cited.

NOTE: A violation is not considered corrected until written proof of correction is sent to and received by the sender of the notification whether that is the CMLS Chairperson or an Association employee.

- 4. Failure to Correct a Violation** –Discipline for a violation of the CMLS rules and regulations will be held in abeyance for a stipulated period of time to enable the individual found in violation of the CMLS rules and regulations to correct the MLS property information. However, if the property information is not corrected during the term of the probation, then the discipline that was held in abeyance will be imposed. Sanctions are imposed against the responsible Participant. Participants will be notified of sanctions by Certified Mail or a similar method. Fines are payable upon receipt of invoice except as outlined in “Inability or Failure to Comply/Request for Hearing” below. All fines are subject to the payment terms outlined in the Bylaws of the Emerald Coast Association of REALTORS[®], Inc.

NOTE: Each violation is considered a separate offense, and each is subject to a unique sanction regardless of the number of violations pertaining to a particular listing, rule, or notice.

4.1 Progressive Fine Schedule: Participants who are cited for violations that are subject to a progressive fine schedule will be fined an increased amount based on the following schedule:

- i. A **Base Fine Amount**, determined by the scope of the violation, will be imposed the first time a subscriber (listing agent) violates a specific rule and fails to correct it in the time specified.
- ii. Fine amounts increase by the **Base Fine Amount** each time sanctions are imposed because the same subscriber (listing agent) violates the same rule and fails to correct the error in the allotted time.
- iii. A specific listing that is cited for multiple rules violations would be subject to multiple fines if not corrected. Each fine amount would be determined based on the number of times the subscriber (listing agent) had failed to correct violations of that cited rule.
- iv. Every listing cited in the same notice is considered a separate violation even if every listing is being cited for the same rules violation. Any listing that is not corrected within the appropriate time period is subject to a separate fine. However, the fine imposed will be the same amount for every listing with a specific rules violation, and these listings will be considered as one instance of an uncorrected citation when calculating the fine amount.

- v. Only sanctions imposed during the previous twelve (12) months will be considered in determining the amount of a progressive fine.

4.2 Subscriber Sanctions and Suspension of MLS Service – Subscribers may be subject to sanctions and their MLS privileges may be suspended if a cited violation remains uncorrected after initial sanctions have been imposed. If a listing has not been corrected within two business days of the issuance of an initial sanction, subscriber (listing agent) services will be suspended until the violation has been corrected. If a subscriber's services have been suspended three times within a twelve-month period for failing to correct listing violations, the subscriber will be required to attend remedial training on the CMLS Rules. A subscriber who has been suspended four times within a twelve month period for failing to correct listing violations will have his or her Listing Maintenance privileges revoked for twelve (12) months.

NOTE: Should a Participant be suspended for failing to correct a listing violation as indicated in Section 9.1, Paragraph 4.2 of these CMLS Rules, current association policy requires that MLS services be suspended for the entire brokerage.

5. Inability or Failure to Comply/Request for Hearing. If a Participant is unable to comply with a request to correct a violation, the Participant may request the Chief Executive Officer of the Association, the Chief Information Officer of the Association, and the CMLS Chairperson to consider the specific nature of the Participant's circumstances. This tribunal may determine administratively by majority vote that a delay in compliance is warranted or there is no violation of the CMLS rules. If the disciplined Participant wishes a formal hearing concerning any administrative decision, the Chief Executive Officer of the Association or the CMLS Chairman must receive written notice of this request within ten (10) days from the date that a citation is issued or a sanction is imposed, whichever is later. Any sanction imposed will be deferred until the hearing process, consistent with the NAR Code of Ethics and Arbitration Manual, has concluded. The panel conducting the hearing may decide to uphold the determination of violation and/or any sanctions, waive a sanction, or overturn the original determination of violation. Any decision by the panel will be documented in writing and a copy will be provided to the Participant. A Participant may appeal a decision by the panel to the Board of Directors whose decision is final, consistent with the NAR Code of Ethics and Arbitration Manual.

Scope of Violation	Citation Delivery Method	Days to Correct	Fine for Failure to Correct
 Conduct	Referred to Grievance Committee		
 Access	 Certified Mail	 0 Days (Automatic Fine)	 \$1,000
 Class 1	 Certified Mail	 0 Days (Automatic Fine)	 \$200
 Class 2	 Email and Fax	 2 Business Day	 Progressive
Table 9.1			

Confidentiality of MLS Information

Section 10. CONFIDENTIALITY OF MLS INFORMATION: Any information provided by the Multiple Listing Service (MLS) to the Participants, including information provided to gain access to the Service such as passwords, shall be considered official information of the Service. Such information will be considered confidential and for the exclusive 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.



Failing to keep official information confidential is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.

Section 10.1 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION: The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 10.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION: Association Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with the Association Member 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.

Ownership of MLS Compilations and Copyrights

Section 11. By the act of submitting of any property listing content to the MLS, the Participant represents that he has been authorized to grant and also thereby does grant authority for the Service to include the property listing content in its copyrighted MLS compilation and also in any statistical report on “Comparables.” Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Section 11.1 All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by ECAR and in the copyrights therein shall at all times remain vested in ECAR.

Section 11.2 Each participant shall be entitled to lease from the Emerald Coast Association of REALTORS® a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association.

Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.

Use of Copyrighted MLS Compilations

Section 12. DISTRIBUTION: Use of information developed by or published by a Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Specifically, the selling of data, recompiled data, derivative products, analyses of formatted data, or distributing in written, printed, or electronic form, proprietary or copyrighted information of this MLS other than the Participants' own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of this MLS and the property owner whose information is so disseminated, except for appraisal or comparative market analysis (CMA) purposes or the marketing of properties to prospective purchasers is prohibited. Unauthorized dissemination of system access passwords is expressly prohibited.



Disseminating system access passwords is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.

In addition, by joining and participating in this MLS, Participants acknowledge that any copyright and ownership interest in property images taken by this MLS's photographers shall belong to this MLS. Copyright and ownership interests in images submitted by a Participant shall remain with the Participant; however, Participant licenses this MLS to reproduce, distribute, and transform the image and place an MLS copyright legend on the image.

Section 12.1 DISPLAY: Participants, and those 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.

Section 12.2 REPRODUCTION: Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers, a reasonable (see note) number of single copies of property listing data contained in the MLS Compilation that are specifically designated

for purchasers and 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 or lease with the Participant.

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables", or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client.

However, only such information that the Multiple Listing Service (MLS) has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

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



Reproducing MLS compellations inappropriately is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.

Use of MLS Information

Section 13. LIMITATIONS ON USE OF MLS INFORMATION: Use of information from MLS compilation of current listing information, from the MLS

“Statistical Report,” or from any “sold” or “comparable” report of the MLS for public mass-media advertising by an MLS Participant or in other representations may not be prohibited.

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

“Based on information from ECAR for the period (*date*) through (*date*)”.



Failing to include an appropriate notice in advertising is a **Class 2** violation of the MLS Rules (see Section 9).

Changes in Rules and Regulations

Section 14. Changes in Rules and Regulations: Amendments to the Rules and Regulations of the Service shall be by majority vote of the Board of Directors of the Association in accordance with the provisions of the bylaws of ECAR.

Arbitration of Disputes

Section 15. Arbitration of Disputes: By becoming and remaining a Participant of the MLS, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants subject to the following qualifications:

(a) If all disputants are members of the same Board/Association of REALTORS[®] or have their principal place of business within the same Board’s/Association’s territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Board/Association of REALTORS[®].

(b) If the disputants are members of different Boards/Associations of REALTORS[®] or if their principal place of business is located within the territorial jurisdiction of different Boards/Associations of REALTORS[®], they remain obligated to arbitrate in accordance with the National Association of REALTORS[®] Interboard Arbitration Procedures (see Note).

NOTE: Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedure in the Code of Ethics and Arbitration Manual of the National Association of REALTORS[®]. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board/Association of REALTORS[®].

Standards of Conduct for MLS Participants

Section 16. See Appendix C

Orientation

Section 17. ORIENTATION: Any applicant for MLS Participation and any licensee affiliated with an MLS Participant desiring access to MLS-generated information shall optionally complete an orientation program consisting of training devoted to the Rules and Regulations of the MLS, the operation of the MLS, and computer training related to MLS information entry and retrieval.

Internet Data Exchange (IDX)

Section 18. IDX Defined: IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants. (amended 4/13)

Section 18.1 Authorization: Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. (amended 4/13)



Downloading, framing, or displaying aggregated MLS data of other participants by a participant refusing on a blanket basis to permit display of his or her listings is a Class 1 violation of the MLS Rules (see Section 9).

Section 18.2 Participation: Participation in IDX is available to all MLS participants engaged in real estate brokerage who consent to display of their listings by other participants.

Section 18.2.1 Participants must notify the MLS of their intention display IDX information and must give the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies. (amended 4/13)

Section 18.2.2 MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (amended 4/13)

Section 18.2.3 Listings including property addresses can be included in IDX displays except where a seller has directed their listing brokers to withhold their

listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs). (amended 4/13)

Section 18.2.4 Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant.

Section 18.2.5 Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every three (3) days. (amended 4/13)

Section 18.2.6 Except as provided in the IDX policy or these rules, an IDX, or a participant or user operating an IDX site or delivering a mobile application, or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (amended 4/13)



Distributing, providing, or making any portion of the MLS database available to any person or entity except as provided in the IDX policy or these rules is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine. (amended 4/13)

Section 18.2.7 Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For the purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify, and update information as required by the IDX policy and MLS rules. (amended 4/13)

Section 18.2.8 Any IDX display controlled by a participant or subscriber that

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

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing.

Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (amended 4/13)

Section 18.2.9 Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (amended 4/13)

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

Section 18.3.1 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. (amended 4/13)

Section 18.3.1.1 The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (amended 4/13)

Section 18.3.2 Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.



Modifying or manipulating information relating to other participants' listings is a Class 1 violation of the MLS Rules (see Section 9).

Section 18.3.3 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (amended 4/13)

Section 18.3.4 (omitted)

Section 18.3.5 Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation.

Section 18.3.6 (omitted)

Section 18.3.7 All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (amended 4/13)

Section 18.3.8 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (amended 4/13)

Section 18.3.9 (omitted)

Section 18.3.10 (omitted)

Section 18.3.11 (omitted)

Section 18.3.12 Display of expired, withdrawn, pending, and sold listings is prohibited.

Section 18.3.13 Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.

Section 18.3.14 (omitted)

Section 18.3.15 (omitted)

Section 18.3.16 Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party.

Section 18.4 (omitted)



Failing to abide by Internet Data Exchange rules is a **Class 2** violation of the MLS Rules (see Section 9) unless otherwise indicated.

APPENDIX A - Definitions

The following terms and their definitions are used in these rules:

Agent Notes: A place to make disclosures, clarifications, or comments that are privy only to other Participants/Subscribers and not to the public. NOTE: Disclosures that should be made to the public are not considered to have been “disclosed” when put here.

Avg % Occupancy: With the occupancy rate for every building in a sub-area or market individually calculated, average the individual rates to get an overall rate.

Base rent: A minimum amount of rent paid by a tenant independent of the tenant’s sales volume at the site.

Building Sq Ft: The total square footage of the space to be sold/leased whether it is considered to be office, retail, or warehouse and whether or not the space is heated and cooled.

Buyer Agent: A single agent that represents the buyer.

CAM: An amount, usually dollars per square foot, based on the tenant’s percentage of gross leasable space, charged to the tenant for the owner’s expense in maintaining and operating the “common areas” (total area within the center not designed for occupancy and available to all tenants and clients). This amount can also be calculated based upon an agreed upon percentage of the owner’s actual cost each year.

Cap Rate: The “Capitalization Rate” (sometimes called the overall rate or OAR) is calculated by dividing the Net Operating Income by Price.

Cash Flow: From estimated operations, potential rental income less vacancy and credit losses plus other income less operating expenses.

Compensation Type: Compensation must be offered as a dollar amount or percentage of lease/sale.

Construction Status: Existing indicates that the building can be occupied, Under Construction indicates that the building process is underway but not yet completed, and Proposed indicates that the Seller/Lessor has already chosen the highest and best use for the property but the building process has not yet been begun. The property has been properly zoned, permitted, and/or licensed if listed as “Existing” or “Under Construction” unless the listing agent notes otherwise in Remarks.

Cooperating Broker: The Participants who are serviced by the MLS under an operative Subscription/Service Agreement from which they derive benefits and under which they have various obligations and duties to others and to the MLS; and out of which they seek to derive compensation from their roles in the prospective sale of real estate.

Date Available: The earliest actual day, month, and year that a buyer/lessee could take possession.

Dock High Doors: The doors in a warehouse that are available for easy access to trucks and/or rail. The warehouse is often built dock high on raised building pads. Floor level is at the height of a standard truck bed, usually 3-4 feet high.

Dual /Variable Rate Commission: A compensation arrangement between the seller and the listing broker where the seller will either 1) pay one commission rate if the broker sells the property without a cooperating broker, and a different rate if the broker sells the property with a cooperating broker; or 2) pay one commission rate if the property is sold through the efforts of the listing broker (with or without a cooperating broker) and a different rate (but not zero) if the property is sold through the efforts of the seller.

Equitable Interest: The right to sell a property without having legal title.

Exclusive Office/Agency Listing: A listing agreement where the property is listed with a single broker and that broker will be compensated if the property is sold during the term of the agreement unless the property is sold by the seller.

Exclusive Right of Sale Listing: A listing agreement where the property is listed with a single broker and that broker will be compensated if the property is sold by anyone during the term of the agreement, unless sold to someone specifically named by the seller as an exception (see Named Exceptions).

Expense Types: Fixed expenses do not change with the level of occupancy such as property taxes, insurance, and building maintenance. Variable expenses vary with occupancy levels although not in direct proportion such as electricity, water, and solid waste removal. Other expenses are determined on a case by case basis such as accounting, legal, real estate commissions, advertising, licenses and permits.

Expenses: Operating expenses are those cash outlays that are required so that the income stream might be maintained. The following items are not considered to be operating expenses: principal and interest, reserves for replacement, depreciation, donations, and income taxes.

Expenses/Sq Ft: Operating expenses not including donations, loan payments, interest, depreciation, reserves, or income taxes divided by the property's square footage.

Expenses/Unit: Operating expenses not including donations, loan payments, interest, depreciation, reserves, or income taxes divided by the number of units.

Expiration Date: Date upon which the listing broker no longer holds the listing.

Foreclosure: A lawsuit in which a mortgagee is Plaintiff and all subordinate claimants are Defendants in which the relief requested is sale of the security to satisfy the debt and application of the proceeds to the debts in the order of their priority.

GRM: The “Gross Rent Multiplier” is price divided by potential gross rental income.

Gross Area of Entire Building: Sum of the floor areas at each floor level, includes cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices. Includes garages included within the principal outside faces of exterior walls, not including setbacks or projections.

Gross Leasable Area (GLA): Total floor area, in square feet, designed for tenant occupancy. Income and expenses of shopping centers are often quoted per square foot of GLA.

Gross Income: Represents the total cash generated or expected to be generated from the property during the period.

Gross Rentable Area (GRA): All area within outside walls (measured from the inside finish or from the glass line if 50% of the outer wall is glass) minus stairs, elevator shafts, flues, pipe shafts, ducts, and balconies.

Ground Level Doors: Doors in a warehouse which enable tractor-trailers to access the building for loading and unloading.

Gulf Front: Property on or contiguous to the beach where there are either no parcels in between the subject property and the Gulf, or where any intervening parcels are owned by a relevant property-owners’ association or government entity, contain no structures that impede the view from the subject property, and where the owners are currently restricted from building obstructing structures; and where safe and legal access to the Gulf is available without having to cross a road or alleyway, travel an excessive distance, or take extraordinary measures to reach the Gulf.

Gulf Front Boundary – Contiguous to the Beach: a situation where a property for sale does not have a southern boundary that extends beyond the end of the dunes, but otherwise meets the definition of Gulf Front.

Gulf Front Boundary – to the Beach: a situation where a property for sale has a southern boundary that isn't quite to the water, but where the property line extends past the dunes or other natural barrier.

Gulf Front Boundary – to the Water: a situation where a property for sale actually meets (or extends past) the mean high-water line.

HVAC Warehouse Sq Ft: Space in a warehouse that is heated and cooled.

Immediate Occupancy?: (Occupancy: when the tenant can move in) The Seller/Lessor has made previous arrangements to insure that the property will be vacant by a to-be-agreed-upon closing date. A Buyer/Lessee could take possession at closing. This does not mean that the property is currently vacant.

In-House Listing (INH): An exclusive agency or exclusive right of sale listing that the owner will not allow to be distributed through the MLS. Note: In-house listings must be registered with the MLS (see Section 1.3).

Industrial: Houses manufacturing, distribution, and warehousing types of operations, but increasingly they also include some proportion of office use.

Industrial – Manufacturing: Used for shipping, receiving, and major production processes and often radically modified to suit particular product or process, therefore prone to functional obsolescence.

Industrial - Research & Development: Hybrid of office and manufacturing that usually requires many tenant improvements such as “clean rooms” for chip manufacturing, burn-in areas for product testing, cafeterias, lounges, etc. Usually located away from major traffic arteries and rail lines and have limited truck access. Often located near universities and near a good white collar labor base.

Industrial – Warehouse: Low to middle range of market rents with more industrial-type space and location with dock high loading typical near or within City limits with good highway access.

Lease \$/Sq Ft/Year: Yearly lease fee divided by the square feet of the space.

Lease Information: Specifics regarding a lease or potential lease.

Licensee: An individual holding a license issued by the Florida Real Estate Commission who is associated with a Participant or licensed, registered, or certified by an appropriate regulatory agency to engage in the appraisal of real property.

Limited Service: An exclusive listing agreement that includes one but not all of the services described in Section 1.2.1 of these MLS Rules.

Listing Date: The date that the listing agreement states as the beginning of the listing period.

Listing of Real Property: A written employment agreement or contract between an seller/owner and a listing broker authorizing the broker to find a buyer for the owner’s property or business opportunity.

Listing Broker: The broker who is employed by a Seller/Owner to list the property (see Listing of Real Property above).

Listing Price: The price for which the Seller/Lessor and Listing Broker agree to sale/lease the property in the listing agreement.

LoopNet Subcategories: Categories used to further describe a property used in the popular public listing service, LoopNet.

Lot Depth: The length in feet of the side/sides of the property.

Lot Dimensions: As many lengths and widths in feet that it takes to describe the area of the property.

Lot Frontage: The width in feet that fronts the road.

Marketable Interest: See “Equitable Interest”

Manner Compensation Paid: Disclosure to a cooperating broker of whether compensation will be paid up front or periodically.

MLS Compilations: Includes any format in which property listing data and/or photos are collected and disseminated to the Participants.

Monthly Lease Price: A dollar amount calculated by dividing the yearly lease price by 12. The number of dollars per month paid by a Lessee that must be paid to the Lessor to retain occupancy of a property.

Named Exceptions: A list of potential buyers provided by the seller and included as part of an Exclusive Right of Sale listing agreement to whom the seller may sell the house without compensating the listing broker.

Net Listing: The seller/owner and the listing broker agree at a price below which the seller/owner will not sell and pay the broker a commission; the broker receives all sums over and above the net price as commission. Net Listings are not authorized within the MLS.

Net Op Income: That portion of overall cash flow that isolates the cash flow from the operation of the real property. It is the projected difference between income (all cash receipts generated from all sources for the use of the property by others) and operating expenses (all cash expenses required to continue the income stream), allocated to any specific period.

NNN: See “Triple Net”

Non-Member Participant: A duly licensed principal real estate broker who purchases MLS services but is not a member of any REALTOR organization.

Non-representation: A notice for licensees working with a customer without a brokerage relationship.

Notice to the Participants: Any change to the data, the remarks, or agent notes in the MLS will constitute “Notice to the Participants”.

Office Class: Office buildings are named by classes. “Class A” is functionally modern, usually less than twenty years old, high-quality construction and finish, and is in good

condition. "Class B" is in the ten year old range. "Class C" is often more than 20 years old with design-caused or condition-caused functional problems.

Office - High Rise – 6+: Multiple stories (six or more) with steel and concrete construction with steel, plastic, or precast concrete exterior.

Office - Mid Rise: Concrete construction but the height is limited by the construction method. The number of stories depends on the market.

Office – Medical: Space used by members of the medical profession.

Office Sq Ft: The amount of square feet allocated to office space.

Open Listing: A non-exclusive listing agreement under which the seller/owner reserves the right to list the property with other brokers and is only liable to pay the first broker who finds a ready, willing, and able buyer.

Overage rent: An amount paid on a percentage of sales volume which comes over and above the base rent.

Parcel ID: The property's identifying number provided by the Property Appraiser.

Participant/Participation: Any REALTOR® member of this or any other Association/Board who is a principal (sole proprietors, partners, or corporate officers) or branch office manager acting on behalf of the principal, without further qualification, shall be eligible to participate in the Multiple Listing Service upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. A non-member applicant for Multiple Listing Service participation who is a principal (sole proprietor, partner, or corporate officer) or branch office manager acting on behalf of the principal agrees to complete a course of instruction covering MLS Rules and Regulations and computer training related to MLS information entry and retrieval, and shall agree that if elected as a Participant, he will abide by such Rules and regulations and pay the MLS fees and dues, including a nonmember differential, as from time to time established. Under no circumstances is any individual or firm entitled to MLS participation or membership unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an Association MLS where access to such information is prohibited by law.

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm 'offers or accepts cooperation and compensation' means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or

agents in the MLS. “Actively” means on a continual and on-going basis during the operation of the Participant's real estate business. The „actively” requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

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

Percentage Lease: a lease with rent calculated strictly as a percentage of the tenant’s sales volume at the site. No minimum rent.

Periodic Compensation: A manner by which compensation is paid on a leased property at regular intervals throughout the initial lease period.

Pre-Foreclosure: Technically, any time after a mortgage is made, but practically, the time after default on a mortgage and before foreclosure is filed.

Price per Sq Ft: Annual price divided by gross square feet.

Property Name: Where applicable, the name that reflects the property being offered, if any. This could be the business name, development name, business center name, or any other name that helps to describe the property being offered.

Rail: Proximity to railroad.

Remarks: The most powerful tool to describe the unlimited features of the listed property, to paint a picture with words, to make disclosures to the public, or to present any relevant data about the property such as proposed zoning changes, wetland issues, etc. This description is included on all reports, so agent’s names and telephone numbers may not be placed here for any reason.

Rentable Area: Essentially the whole floor measured to the inside finish surface of the “dominant portion” of the permanent outer walls, excluding major vertical penetrations of the floor (e.g., elevator shafts, stairwells, flues, stacks, pipe shafts, interior courtyards, and vertical ducts with their enclosing walls). Structural columns and projections are included. The rentable area is fixed for the life of a building and is not affected by changes in corridors. This measure is used in figuring the total income-producing area of a building and in computing the tenant’s pro rata share for assessing additional rent, real estate tax, and operating cost escalations.

Retail - Free-standing: A commercial establishment providing goods and services in single-use buildings of various sizes or in multiple-use buildings of less than 20,000 square feet.

Retail - Neighborhood Center: Provides convenience goods and personal services for the immediate neighborhood and is usually built around a supermarket or drug store. The site area is around 3 acres with gross leasable area between 30,000 and 100,000 square feet.

Retail - Regional Center: One or two full-line department stores of 100,000 square feet or more as anchors with a variety of merchandise and services in smaller stores. The site area is usually 30-50 acres with total gross leasable area between 300,000 to 1,000,000 square feet.

Retail - Strip Center: Arranged in a line along a street or parking area with an anchor tenant often at either end with a total gross leasable area of 10,000 – 20,000 square feet.

Retail Sq Ft: The amount of square feet allocated to retail space.

Scheduled Income: The gross annual income expected to be generated by the operations of the property.

Short Loan: The modification of a loan to forgive a portion of the debt and refinance the balance with different payments, different terms, and/or a different interest rate.

Short Sale: Any proposed sale which can only close if one or more mortgagee will release its mortgage without payment in full. For more information on Short Sales, see Appendix D.

Showing Info: Specific directions to cooperating brokers regarding access and showing

Sprinklers: Water based systems originating in the foundation and suspended beneath the roof. They can be dry or wet (containing water all the time). Some facilities have gas systems (often halon) to prevent water damage to sensitive equipment.

Subscriber: A state-licensed real estate broker or agent, or a state-certified, -licensed or -registered appraiser, whose participating REALTOR[®] (principal) or Non-Member Broker participates in MLS.

Submitted to the MLS: Entering a listing in the MLS through Broker Load constitutes “submitted to the MLS”.

Tenant Information: Facts regarding the lease status and terms of a tenant that shall remain beyond the sale or lease of the property.

Term: The period during which the lease is in effect.

Term-Based Compensation: A table of compensation amounts/percentages offered to a cooperating broker based upon the negotiated term of the lease.

Total Bldg Sq Ft: See Building Sq Ft.

Total Warehouse Sq Ft: The amount of square feet allocated to warehouse space.

Transaction Broker: A transaction broker provides limited representation to a buyer, a seller or both in a real estate transaction, but does not represent either in a fiduciary capacity.

Triple Net: Tenant is responsible for all operating expenses associated with the property including property taxes, insurance, and maintenance costs in addition to the rent payments.

Up Front Compensation: A manner by which compensation is paid on a leased property in one payment at closing or within five (5) days of the listing broker receiving the commission.

Useable Area: Actual square footage of a floor or office suite that can be used to house people, equipment, or furniture. The amount on a multi-tenant floor can vary over the life of a building as corridors change and floors are remodeled. Usually calculated from the inside finish of permanent outer walls to the office side of corridors or other permanent partitions, to the center of the partitions separating the premises from another rentable area. No deductions for columns and projections necessary to the building.

Vacancy Rate: The percentage of total units which are available calculated by dividing the number of vacant units by the total number of units.

Waterfront: Property that fronts the water and has no road to cross to get to the water, or property that meets the definition of Gulf Front.

Waterfront Feet: The length or width of the property in feet that actually fronts the water.

WF Descript: A description of the body of water that the property fronts or that can be viewed from the property. i.e. Gulf, Harbor, Lake, Bay, Stream, Intercoastal, etc. Further, improvements such as seawalls, rip rap, docks, boat slips, etc. may be shown here.

Withdrawn from the MLS: Listings may be withdrawn from the MLS before the expiration date of the listing agreement due to changes in the listing agreement which preclude the listing broker from paying a cooperating broker.

Year Built: The year that the oldest part of the building was constructed (e.g. if the foundation was constructed in 1975 but the house was rebuilt on that construction in 1985, the year built is still 1975).

Zoning: The actual, current zoning of the property being offered. Future zoning modifications may be disclosed in “Remarks.”

APPENDIX B (intentionally omitted)

APPENDIX C - Standards of Conduct for MLS Participants



Engaging in activities inconsistent with the Standards of Conduct for MLS Participants is considered a **Violation of Conduct** (see Section 9).

1. MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with clients.
2. Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller.
3. MLS Participants acting as subagents or as buyer/tenant representatives or brokers, shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.
4. MLS Participants shall not solicit a listing which is currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client), the MLS Participant may contact the owner to secure such information and may discuss the terms upon which the MLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.
5. MLS Participants shall not solicit buyer agreements from buyers who are subject to exclusive buyer agreements. However, if asked by an MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer agreement, the MLS Participant may contact the buyer to secure such information and may discuss the terms upon which the MLS Participant might enter into a future buyer agency agreement or, alternatively, may enter into a buyer agreement to become effective upon the expiration of any existing exclusive buyer agreement.
6. MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.
7. The fact that an agency agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement.
8. The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business.

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

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

11. In cooperative transactions, MLS Participants shall compensate cooperating MLS Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MLS Participants without the prior express knowledge and consent of the cooperating broker.

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

The following types of solicitations are prohibited:

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

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

13. MLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

14. MLS Participants, acting as buyers or tenants representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease.

15. On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

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

16. MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

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

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

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

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

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

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

22. MLS Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

24. MLS participants shall present a true picture in their advertising and representations to the public, including Internet content posted, and the URLs and domain names they use, and participants may not:

- a. engaging deceptive and unauthorized framing of real estate brokerage websites;
- b. manipulating (e.g., presenting content developed by others) listings and other content in any way that produces a deceptive or misleading result;
- c. deceptively using metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic;
- d. present content developed by others without either attribution or without permission;
- e. to otherwise mislead consumers.

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

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

APPENDIX D – Short Sales

FOR THE GOOD OF THE ORDER
By Mike Chesser

Realtors are called on to list properties daily. That's what they do. Every newspaper is filled with articles about subprime mortgages, impending foreclosures, and generally, property which is over-mortgaged for one reason or another. A significant percentage of the properties listed can never be sold without additional cash at closing because the total amount owed on those properties exceeds the value of the property.

We all know that good title can't be transferred without paying off all mortgages, unless the mortgagee agrees. If a significant number of properties cannot be sold without bank approval, what is the duty of notice that a listing broker owes to the public and to his fellow Realtor?

The rule applicable to the Multiple Listing Service (MLS) is as follows:

"If a gross commission is subject to...lender approval, or is subject to education by a...lender,...the potential reduction in compensation payable to cooperating brokers...must be clearly communicated to potential cooperating brokers...prior to the time they produce an offer that ultimately results in a successful transaction" [MLS Rules Section 5, Note 5].

What this rule means is that short sale property should not be listed without including notice that a sale cannot occur without mortgagee consent. To do otherwise is to mislead the public and your fellow Realtors.

Many owners of property that cannot be sold without mortgagee consent understand that they will bring cash to a closing. Some cannot do that. Don't forget that the listing contract requires the seller to pay the defined commission; the sales contract requires the seller to sell the property. Those two contracts together carry a very real legal burden for the seller. If a seller cannot come to closing with cash, and therefore cannot close without consent of the mortgagee, the contract should be clearly marked as a contingency contract.

I suggest that you misrepresent your listing if you do not disclose to one making an offer (and to other agents) that the status of the mortgages may create a problem for closing.

Please understand that there are owners who are not the least bit threatened by the fact that they must bring cash to closing. However, those owners might be concerned if they knew that their property would be publicly branded as "short sale" property in a multiple listing. If they have the funds to close, they certainly are entitled to be private about the fact that they will lose money at the closing table.

However, those owners who are not so fortunate need to tell anyone submitting an offer that closing will be a problem.

The Commercial MLS Committee of the Emerald Coast Board of Realtors met on December 12, 2007 to review the recommendations made by attorney Mike Chesser. After consideration and some modification, the Commercial MLS Committee recommends that the following rules be added:

1. The listing agent should know if the current list price is sufficient to cover all mortgages and liens, estimated closing costs, and Realtor fees. If a mortgage is currently in default, he (or she) should know that.
2. Written acknowledgment should be obtained from the seller that the property will be submitted to the MLS as a short sale.
3. The fact that a listing price will require the consent of a lender in order to pay the promised commissions should be disclosed to other agents.
4. A seller should not sign a contract that cannot be closed without mortgagee consent without placing into the contract a contingency for the event consent is not given.

The Commercial MLS Committee is also in agreement with the addition of the following definitions as provided by attorney Mike Chesser for the MLS Committee's consideration with one change (short loan definition "and" was changed to "and/or"):

Short Sale – any proposed sale which can only close if one or more mortgagee will release its mortgage without payment in full.

Foreclosure – a lawsuit in which a mortgagee is Plaintiff and all subordinate claimants are Defendants in which the relief requested is sale of the security to satisfy the debt and application of the proceeds to the debts in the order of their priority.

Pre-Foreclosure – technically, any time after a mortgage is made, but practically, the time after default on a mortgage and before foreclosure is filed.

Short Loan – the modification of a loan to forgive a portion of the debt and refinance the balance with different payments, different terms, and/or a different interest rate.



EMERALD COAST ASSOCIATION OF REALTORS®

REGISTRATION OF NON-MLS LISTING

Seller Name(s) _____

Property Address _____

Listing Office _____

Listing Agent _____

Listing Date _____ Expiration Date _____

I hereby request my Listing Agent to exclude the above property from the Emerald Coast Association of REALTORS® Multiple Listing Service (ECAR MLS) until _____ (entire term of listing agreement if left blank).

I understand that by excluding my property from the ECAR MLS, **I am foregoing the benefits of the MLS** which include:

- providing information about the availability of my property to over 2600 REALTORS® in the local area who subscribe to the ECAR MLS, and thousands of other REALTORS® in the region who subscribe to neighboring multiple listing services;
- encouraging agents and brokers in other real estate offices to bring their prospective buyers to see my property since the agent or broker who brings the party that purchases my property is guaranteed compensation at closing by the Listing Office; and
- exposing my property to potential buyers around the world through Internet advertising not only on various local and national web sites, but potentially on the web site of every REALTOR® in Florida.

I acknowledge that by excluding my property from the ECAR MLS, I am potentially limiting the exposure of my property to clients of the Listing Office.

SELLER

DATE

SELLER

DATE

AUTHORIZED LICENSEE OR BROKER

DATE

THIS FORM ALONG WITH A COPY OF THE LISTING AGREEMENT MUST BE FAXED TO 850-243-6147 OR DELIVERED TO ECAR WITHIN 48 HOURS OF EXECUTION

Emerald Coast Association of REALTORS®
Request to Withhold Property Photos from the Multiple Listing Service

Broker/Sales Associate Name _____

Brokerage Name _____

Seller/Buyer Name(s) _____

Property Address _____

MLS Number _____

This is to notify all parties involved in the above referenced listing that Seller has requested that the Listing Brokerage withhold photos of the property from the information submitted to the Multiple Listing Service.

Broker/Sales Associate's Signature

Date

Broker's Signature

Date

Seller/Buyer Signature

Date

Seller/Buyer Signature

Date