

**EMERALD COAST  
ASSOCIATION  
OF  
REALTORS<sup>®</sup>**

**MULTIPLE LISTING SERVICE**

**(MLS)**

**RULES**

**February 16, 2000**  
**(as amended on 10/18/2017)**

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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<sup>®</sup>, and the National Association of REALTORS<sup>®</sup>:

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.

**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/customers 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<sup>®</sup> and an agency of government, and to final decrees of courts or administrative agencies.

This policy does not prohibit boards or associations of REALTORS<sup>®</sup> 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<sup>®</sup> and MLSs owned by or controlled by boards or associations of REALTORS<sup>®</sup> to ensure that all bylaws, rules, regulations, and other governance provisions comply with all mandatory multiple listing policies of the NATIONAL ASSOCIATION OF REALTORS<sup>®</sup>. Boards and associations of REALTORS<sup>®</sup> 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<sup>®</sup>.

## 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) have been obtained unless otherwise indicated in the listing agreement or other documentation. (*amended 2/03*)



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) single family homes for sale or exchange
- (b) vacant lots and acreage for sale or exchange
- (c) two-family, three-family, and four-family residential property for sale or exchange
- (d) pre-sold and one-time listings (see note 3)
- (e) timeshares



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 and the listing broker to sell the listed property. The listing agreement must include the seller'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 and the listing broker to sell 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).

Participants shall **not** submit net listings, open listings, in-house listings, business opportunities (including but not limited to shares of an LLC), but these listings may be subject to the requirements of Section 1.3, Non-MLS Listings. (amended 5/12)



Entering a net listing, open listing, in-house listing, or business opportunity into the MLS is a **Class 1** violation of the MLS Rules (see Section 9).

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. (amended 8/00)

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 the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listing and exclusive right to sell 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 listings with no names prospects exempted. Care should be taken to ensure that the correct selections are made to distinguish between exclusive agency and exclusive right to sell listings with prospect reservations.

**NOTE 2:** All closed sales of unlisted property shall be submitted to the MLS to provide comparable sold data in order to provide better marketing information and service to our clients/customers and the other MLS participants. Any sold information submitted to the MLS requires the authorization of the seller or purchaser. (amended 1/15)

**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).

**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.



**NOTE 5:** Participants may enter information about future auctions of property in a separate Auction category. If a property is advertised as an auction on or using an auction process on a third party website by the seller or listing agency, it must be listed in the auction category of the MLS. See Section 2.9 for a Participant’s responsibility to report information on property sold at auction. *(added 04/09, amended 10/2016)*



Entering a listing subject to auction into the MLS except into the Auction category as described in Section 1, NOTE 5 above, is a **Class 1** violation of the MLS Rules (see Section 9).

**NOTE 6:** A property may not be active in the MLS under more than one MLS number simultaneously in the same category and the same Listing Office and Listing Agent.



Having two or more active listings for the same property in the same category and under the same Listing Office and Agent at the same time is a **Class 3** violation of the MLS Rules (see Section 9).

**NOTE 7:** A property may be entered into multiple residential categories or subtypes, ie DSF, ASU, Condo, Residential Land, Farms & Acreage, *based only on legal classification and design*. For example, a property registered with the county as a Condo, but designed as Detached Single Family may be entered into the MLS under both the Condo and DSF categories. Disclosure of the correct legal category, as determined by the county property appraiser record, must be included at the beginning of the public Remarks field. Example disclosure: “This property is designed as a ... but is legally recorded with the county as a ...” Only the property in the correct legal category may be changed to pending or sold. The other listing must be permanently withdrawn. (added 9/13) (amended 2/10/14)

**NOTE 8:** Properties entered into the Fractional Ownership property type must include a statement at the beginning of the public Remarks field disclosing that the property is a Fractional Ownership sale. (Added 10/2016)



Failing to include a disclosure of a Fractional Ownership sale in the public Remarks field is a **Class 2** violation of the MLS Rules (see Section 9).

**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 – Seller/Buyer Name:** In order for the Seller’s or Buyer’s name to be omitted from the MLS detail, the Broker must send a completed Notice of Request to Withhold Name from the Multiple Listing Service (see Appendix E) or similar form to the Service at the time the listing is submitted to the MLS. “Withheld By Request” will then be used in lieu of the Seller’s or Buyer’s name. This is the only acceptable entry in the MLS in lieu of the Seller’s or Buyer’s name. (Amended 9/13)



Failing to disclose the Seller’s or Buyer’s name without sending the Service a completed Notice of Request to Withhold Name from the Multiple Listing Service or similar form; and/or failing to use “Withheld By Request” in lieu of the Seller’s or Buyer’s name is a **Class 2** violation of the MLS Rules (see Section 9). (Amended 9/13)

**NOTE 2 – Listing Photos:** Every listing submitted to the Service, with the exception of listings entered into the “Residential Land” category, 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 Property Photo form must be used. The photo must be submitted within one (1) day of the listing being activated. If a photo is posted to a Residential Land listing, the primary photo must be of the property, except where prohibited. Additional photos may be included with the listing as desired. (amended 09/13)



Failing to submit at least one photo within one (1) day of listing activation, or failure to have the primary photo of a Residential Land listing be one of the property, except where prohibited, is a **Class 2** violation of the MLS Rules (see Section 9). (amended 9/13)

**NOTE 3 – 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. (amended 05/01/08)

**Assignments, Estates in Probate, and REOs, :** Listings submitted with any of these characteristics must have the appropriate item selected in the Sale Type list. (*added 05/01/08, amended 8/27/09, 3/18/10, 12/01/12, 5/13*)

**Bankruptcy, HAP, VA Compromise Short Sale, and In Foreclosure:** Listings submitted with any of these characteristics must have the appropriate item 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: (*added 05/01/08, 12/01/12*)

*\*\*\* NOTICE TO COOPERATING BROKERS – This transaction is subject to and contingent on third party 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 where title transfers, where the sale price is insufficient to pay the total of all liens and cost of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies 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: (*added 05/01/08, revised 8/27/09, 12/01/12*)

*\*\*\* NOTICE TO COOPERATING BROKERS – This transaction is subject to and contingent on third party 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.*

When a listing is marked as Short Sale in the Sale Type field, the first statement in the Remarks field must be “Short Sale”.

When an offer is received on a Short Sale listing and that offer is not rejected by the seller within three business days of receipt by the listing brokerage or is sent to one or more lien holders for consideration, that listing may not be left in Active Status. If the seller has accepted the offer – whether or not it is subject to bank approval – the listing must be placed in Pending Status. Otherwise, the listing must be Temporarily Withdrawn until all outstanding offers are rejected, the lien holder(s) agree to the terms of the offer, or until the seller chooses to accept an offer.

**REO:** When a listing is marked as REO in the Sale Type field, the first statement in the Remarks field must be “REO”. (*added 1/15*)

	Failing to properly disclose certain listing characteristics as described in Section 1.2, Note 3 when applicable is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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**NOTE 4 – Mapping of Property Location:** Each listing submitted to the service shall be incomplete without the location of the property being accurately represented either as precise longitude and latitude coordinates or geographically on a map provided by the service.



Failing to identify a property location by precise coordinates or geographically is a **Class 2** violation of the MLS Rules (see Section 9).

**NOTE 5 – Parcel ID:** Each listing submitted to the service shall include a valid Parcel ID for the parcel being listed as it is assigned by the county. The Parcel ID must be entered using the same format used on county property appraiser’s web site. If the specific parcel has not been assigned by the county then the words “Not Yet Assigned” must be entered in place of a Parcel ID. *(added 5/06)*



Failing to enter a Parcel ID in the county format or using the phrase “Not Yet Assigned” for new parcels is a **Class 2** violation of the MLS Rules (see Section 9).

**NOTE 6 – Approximate Heated/Cooled Square Footage:** Each listing of improved property submitted to the service shall include an approximate number of heated and cooled square feet. For Detached Single Family or Attached Single Unit homes, this value should be determined by measuring the outside of the structure and subtracting those areas that are not heated and cooled. For Condominium units, this value should be determined by either (a) measuring the inside of the structure and subtracting those areas that are not heated or cooled, or (b) using information obtained from the recorded condominium documents. When the reported Approximate Heated/Cooled Square Footage is different than the figure reported by the appropriate county property appraiser records, when present, the inconsistency must be reported in the *Agent Notes*. *(added 10/08, amended 04/09)*



Failing to adhere to Section 1.2 NOTE 6 is a Class 2 violation of the MLS Rules (see Section 9).

**NOTE 7 – Third-party Fees:** Any fee charged to the buyer by a third party, for example a Short Sale Negotiation fee, which is not already disclosed through an appropriate input item (such as Association Fees or New Buyer Fee) must be disclosed in the Remarks Section of the listing when submitted to the MLS. The disclosure must include the name of the third party and the amount of the fee or the formula used to calculate the fee. If a Participant or any licensee (or registered, licensed, or certified appraiser) affiliated with a Participant has any ownership, equitable, or familial interest in the third party, that interest shall also be disclosed in the remarks section of the listing when submitted to the MLS. *(added 9/17/09)*



Failing to disclose third-party fees as described in Section 1.2 NOTE 7 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. (*amended 1/24/02*)



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

- a) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- b) advise the seller(s) as to the merits of offers to purchase;
- c) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- d) participate on the sellers(s) behalf in negotiations leading to the sale 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), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. 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 under which the listing broker will not provide any of the following services:

- a) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- b) advise the seller(s) as to the merits of offers to purchase;
- c) assist the seller(s) in developing, communicating, or presenting counter-offers; or


- d) participate on the sellers(s) behalf in negotiations leading to the sale 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), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

	Failing to identify an MLS Entry-only Listing is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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**Section 1.3 NON-MLS LISTINGS:** If the seller 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 <b>Class 2</b> violation of the MLS Rules (see Section 9).
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**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. Listings changed to a Closed status must include any applicable information regarding factors affecting the sales price in the Sales Notes section. Listing changed to Pending, or Closed must include the names of the Selling Office(s) and Selling Agent(s) in the Sales Notes when “non-member” office or agent codes are used. The Sales Notes may not include remarks of a personal or individual nature (for example, a note thanking the selling agent for his or her cooperating would be inappropriate). (amended 2/10/14)



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).



Failing to include factors affecting a sales price in the Sales Notes, failing to indicate the Selling Office(s) and Selling Agent(s) in the Sales Notes when using “non-member” office or agent codes, or including personal or individual remarks in the Sales Notes are **Class 2** violations 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 and listing broker authorizing the withdrawal is available on demand. Sellers 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) 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.

**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 executed, the listing must be changed to the “Pending Status” within one (1) business day of the execution date except that a Listing Participant may optionally leave the listing in Active Status if the contract includes a “first right of refusal” clause with a timeframe of seventy-two (72) hours or less provided that the contingency is specified and noticed as the first item in the *Remarks Section* of the MLS listing. Other contingencies may be listed in the Sales Notes of the listing when the listing is changed to Pending. *(amended 4/13)*



Failing to change the status or remarks of a listing when applicable as indicated in Section 1.6 of these MLS Rules 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 or which may be sold separately must be submitted individually to the MLS.



Failing to individually submit to the MLS all properties which are to be sold or which may be sold 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) 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), 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, 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/customers. 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, 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/customers. 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/customers. 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.

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

## Selling Procedures

**Section 2. SHOWINGS AND NEGOTIATIONS:** Appointments for showings and negotiations with the Seller for the purchase 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 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 all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

**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 of any offer he secures to purchase. He does not have the right to be present at any discussion or evaluation of that offer by the seller and the listing broker. However, if the seller 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 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. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser (except where the cooperating broker is a subagent). However, if the purchaser 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 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 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.



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).

**Section 2.9 REPORTING SALES OF PROPERTY SOLD AT AUCTION:**

Property sold at auction (see Section 1, NOTE 5) by an MLS Participant must be entered into the appropriate residential sales category within two (2) business days of closing and include wording in the Sales Notes indicating the property was sold at auction. If the auctioning broker is not a Participant, but the cooperating broker is a Participant, then the cooperating broker shall enter the sold property. Any sold information submitted to the MLS requires the authorization of the seller or purchaser.



Failing to report property sold at auction as described in Section 2.9 is a **Class 2** violation of the MLS Rules (see Section 9).

**Section 2.10 REPORTING A DELAY IN A CLOSING:** The listing broker must report a delay in a closing within five (5) business days of the stated projected closing date.



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

### **Refusal to Sell**

**Section 3. REFUSAL TO SELL:** If the seller 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 refusal to sell 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" SIGNS:** Only the "For Sale" sign of the listing broker may be placed on a property.



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

**Section 4.2 "SOLD" SIGNS:** Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.



Placing inappropriate "Sold" 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<sup>®</sup> 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, brands 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. Likewise, any information that promotes, references, identifies, or provides contact information of sellers may only be entered in the Seller Name and Seller Phone fields, except as indirectly referenced when entering a valid Parcel ID. (*amended 04/09*)

**NOTE 1:** References to web page addresses may only be included in those areas intended for consumers when the referenced web page is on a government web site or only contains media content (still images, audio, or video, including virtual tours) pertaining to the listed property and otherwise 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 real estate licensees or their assistants 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 3** violations of the MLS Rules (see Section 9).

**Section 4.5 OPEN HOUSES:** Information pertaining to open houses may only be entered in the *Agent Notes* and/or by using the Open House feature provided in the MLS. Referencing open houses in *Remarks* or other publicly viewable areas of the listing is prohibited.



Entering references to open houses in any area of a listing other than 1) the *Agent Notes* or 2) through the Open House feature in the MLS system is **Class 2** violations of the MLS Rules (see Section 9).

**Section 4.6** Unauthorized entry into a property or failure to follow the directions in the Showing Instructions or Agent to Agent Remarks on the MLS listing is a Class 1 violation. (added 1/15)



Failure to comply with the Showing Instructions or Agent to Agent Remarks of a listing results in unauthorized entry into a property a **Class 1** violation 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 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. The listing broker's obligation to compensate any cooperating broker as the procuring cause of sale 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.

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. Except when authorized as indicated in NOTE 6 of this section, 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 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 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 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 and the listing broker.



Failing to express compensation as a percentage of the gross sales price (or net sales price as stipulated in Note 6) 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:** Cooperative compensation of a Foreclosure or REO listing, as indicated in the Sale Type list (see Section 1,2, NOTE 3), where the listing agreement specifies that compensation will only be offered to the listing broker as a percentage of the Net Sales Price, defined as the gross selling price minus buyer upgrades and/or seller concessions, may be offered as a percentage of the Net Sales Price provided that the *Compensation Notes* clearly indicate that the cooperative compensation being offered is a percentage of




the Net Sales Price and provided that any accepted contract to purchase include the specific dollar amount of the buyer upgrades and/or seller concessions.

**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.

**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 ownership, equitable, or familial 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. (amended 2/17/05)

	Failing to appropriately disclose interest in a listed property is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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**Section 5.2 PARTICIPANT AS A PURCHASER:** 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 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 agrees to pay a specified commission if the property is sold by the listing broker without assistance and a different commission if the sale results through the efforts of a cooperating broker; or one in which the seller agrees to pay a specified commission if the property is sold by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale results through the efforts of a seller) 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 that results through the efforts of the seller. If the cooperating broker is a buyer representative, the buyer representative must disclose such information to their client before the client makes an offer to purchase.

	Failing to appropriately disclose a dual or variable rate commission agreement is a <b>Class 2</b> violation of the MLS Rules (see Section 9).
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**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 – Authority to Impose Discipline**

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules (see section 9) impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration.
- d. Appropriate, reasonable fine not to exceed \$15,000
- e. Suspension of MLS rights, privileges, and services for no less than thirty (30) days not more than one (1) year
- f. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

**Note:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (amended 1/15)

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

**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 MLS Committee through its MLS Chairperson with assistance by Association staff shall give consideration to all complaints having to do with violations of the 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 MLS 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 MLS rules and regulations shall fall under one of the following five levels of severity:
  - a. **Violations of Conduct** – Violations of Section 16 of these MLS 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 MLS 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 MLS 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 MLS 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 MLS 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 Three Violations: The **Base Auto Fine Amount** for a Class 3 violation is \$100 and failure to correct a Class 3

violation within two (2) business days will result in the Participant being fined based on an **Extended Auto Fine Schedule** outlined below. An **Extended Auto Fine Amount** for a Class 3 violation of \$100 per calendar day, to be billed on a weekly basis, shall be levied each day following the initial Base Auto Fine until the infraction is corrected, not to exceed the maximum amount allowed by NAR.



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 MLS 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 MLS 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 MLS Chairperson or an Association employee.

4. **Failure to Correct a Violation** –Discipline for a violation of the MLS rules and regulations will be held in abeyance for a stipulated period of time to enable the individual found in violation of the MLS 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<sup>®</sup>, 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 MLS 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 MLS 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 MLS 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 MLS rules. If the disciplined Participant wishes a formal hearing concerning any administrative decision, the Chief Executive Officer of the Association or the MLS 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
 <b>Conduct</b>	<b>Referred to Grievance Committee</b>		
 <b>Access</b>	 <b>Certified Mail</b>	 <b>0 Days (Automatic Fine)</b>	 <b>\$1,000</b>
 <b>Class 1</b>	 <b>Certified Mail</b>	 <b>0 Days (Automatic Fine)</b>	 <b>\$200</b>
 <b>Class 2</b>	 <b>Email and Phone</b>	 <b>2 Business Day</b>	 <b>Progressive</b>
 <b>Class 3</b>	 <b>0 Days (Automatic Fine \$100)</b>	 <b>2 Business Day</b>	 <b>Progressive</b>
<b>Table 9.1</b>			

## 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, 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. Elements of a Listing Compilation submitted to the service that is of a creative nature (including but not limited to the Remarks, Agent Notes, Photos, Photo Remarks, and Virtual Tours) may not be copied and submitted by a different Participant without the expressed written consent of the Listing Participant. Unauthorized dissemination of system access passwords is expressly prohibited. *(amended 6/06)*



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



Submitting a listing containing creative information taken from another Participant's listing is a **Class 2** violation of the MLS Rules (see Section 9).

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.

Information not found on Customer Full reports may not be displayed or disseminated except to those authorized to access the service, however a Participant may provide an Agent Full report of a listing to its seller(s).

**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 clients/customers 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 with the Participant.

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, “sold” information, “comparables”, or statistical information from utilizing such information to support valuations on particular properties for client and customer. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its download capacity for this purpose.

Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations. (amended 1/15)

**NOTE:** It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term “reasonable,” as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchasers’ decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus “reasonable” in number, shall include, but 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 expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.



Reproducing MLS compilations 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).

**Section 13.1 TERMS OF USE:** In addition to these MLS Rules, use of information obtained through the MLS is subject to any Terms of Use published in the MLS as it may be revised from time to time.



Failure to abide by the Terms of Use published in the MLS – in addition to possible violation of other MLS Rules – is a **Class 1** 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 to display IDX information and must give the MLS direct access 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 twelve (12) hours. (Amended 1/15)

**Section 18.2.6** Except as provided in the IDX policy and these rules, an IDX site, or a participant or user operating an IDX site, or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 9/13)



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

**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 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 18.2.10** Any MLS Participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (added 1/15)

**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.

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

**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 and mobile applications 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.

**Note:** If "sold" information is publicly accessible, display of "sold" listings may not be prohibited. A separate data feed with a maximum of three (3) years of sold data will be available upon written request from the Participant. (amended 1/15)

**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.

## Virtual Office Websites (VOW)

**Section 19.1.**



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

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

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

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

## **Section 19.2.**

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

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

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

### **Section 19.3.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 19.5.** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

**Section 19.6.**

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

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

*Seller Opt-Out Form*

*1. Please check either Option a or Option b*

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

*OR*

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

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

\_\_\_\_\_  
*initials of seller*

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

**Section 19.7.**

(a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

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

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

**Section 19.9.** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 19.10.** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

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

**Section 19.12.** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

**Section 19.13.** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

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

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

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

f. (omitted)

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

**Section 19.17.** A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

**Section 19.18.** (omitted)

**Section 19.19.** (omitted)

**Section 19.20.** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

**Section 19.21.** (omitted)

**Section 19.22.** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 19.23.** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

**Section 19.24,** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 19.25.** (omitted)

*(adopted 1.09)*

## **APPENDIX A - Definitions**

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

**Agency Relationship:** Non-representation, single agent or transaction broker.

**Annual Taxes:** The amount of the gross taxes bill for the tax year entered.

**Approximate Square Footage Below Grade (BG):** The approximate square footage that is heated, ventilated and/or air-conditioned and is *below grade*.

**Approx Heated/Cooled Sq. Ft. (Detached Single Family and Attached Single Unit Homes):** The approximate square footage of a property that is heated and cooled when determined by measuring the outside of the structure and subtracting those areas that are not heated and cooled. When the reported Approximate Heated/Cooled Square Footage is different than the figure reported by the appropriate county property appraiser records, when present, the inconsistency must be reported in the *Agent Notes*.

**Approx Heated/Cooled Sq. Ft. (Condominium Units):** The approximate square footage of a property that is heated and cooled when determined by (a) measuring the inside of the structure and subtracting those areas that are not heated or cooled, or (b) using information obtained from the recorded condominium documents. When the reported Approximate Heated/Cooled Square Footage is different than the figure reported by the appropriate county property appraiser records, when present, the inconsistency must be reported in the *Agent Notes*.

**Assessment Fees:** The total of all mandatory fees for which the property can have a lien placed on the deed for non payment (e.g. mandatory association fees, mandatory master association fees, etc.).

**Attached Single Unit (Townhouse):** See Residential. (amended 2/10/14)

**Bedroom (Condominium/Timeshare):** To be considered a bedroom for condominium or timeshare purposes, the room must have a least one window or one closet.

**Bedroom (Residential):** To be considered a bedroom for residential purposes, the room must have at least one window and one closet.

**Bonus:** An incentive paid to the selling broker with terms and conditions indicated in the Terms of Bonus.

**Buyer Agent:** A single agent that represents the buyer.

**Co-Selling Agent:** A second licensee involved in the sale of the listing and who received a portion of the selling side of the commission.

**Condominium:** See Residential (amended 2/10/14)

**Design:** The style of the home (e.g. Florida cottage, beach house) Note: When the structure is a mobile home, manufactured home, or modular home, this fact must be reflected in Design.

**Detached Single Family:** See Residential. (amended 2/10/14)

**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.

**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.

**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).

**Farms and Acreage:** See Residential or Land. (amended 2/10/14)

**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.

**Full Bath:** A room equipped for taking a bath or shower which also includes a sink and a toilet.

**Gulf Front:**

Detached Single Family, Land, Attached Single Unit: subject property is contiguous to what is commonly accepted by the general public to be “the beach.”

Condo: determined by approved list of gulf front condo developments, subject to updates. See website for list.

**Half Bath:** A room equipped with a toilet and either a sink or equipment for taking a bath or shower.



**Homestead Exemption:** Whether the tax amount indicated reflects a reduction due to a homestead exemption for the tax year entered.

**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).

**Land:** A property type that includes properties as defined below:

**Vacant Land:** Any vacant unimproved residential property.

**Agricultural:** Any residential property without a dwelling, intended for farming. (amended 2/14/14)

**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 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 Date:** The date a property is activated in the MLS. (also List Date)

**Listing Status:** The status of a listing submitted to the MLS will be maintained by the Listing Participant based on the following definitions:

**Active Status** – The status used when a listing agreement has been executed but has not passed its date of expiration or been terminated by the listing brokerage, where the property is available to be shown, and where the seller has not signed a Contract for Sale and Purchase or similar agreement. If the buyer and seller have executed a Contract for Sale and Purchase or similar agreement, the Listing Participant may optionally leave the listing in an Active status if the agreement includes a First Right of Refusal (“Kick-out”) clause of seventy-two hours or less.

**Cancelled Status:** The status used when a broker and seller agree to cancel the listing agreement. This status is final and the listing cannot be reactivated once it is cancelled. (amended 2/10/14)

**Expired Status** – The status when a listing agreement has been terminated by the listing brokerage. The MLS software will automatically place listings in an Expired status the morning after the date of expiration for Active or Withdrawn listings. (amended 2/10/14)

**Pending Status** – The status used when the seller has signed a Contract for Sale and Purchase or similar agreement.

**Incomplete Status** – The status assigned when a Subscriber adds a listing to the MLS and chooses “Submit as Incomplete.” Only the Subscriber and others with access to view the Subscriber’s inventory will see a Incomplete Listing.

. (amended 2/10/14)**Closed Status** – The status used after a sale of a listed property has occurred. (amended 2/10/14)

**Withdrawn Status** – The status used when a listing temporarily does not meet the criteria to be in Active Status but where the seller has not signed a Contract for Sale and Purchase or similar agreement, nor have they cancelled their listing agreement. All listings in Withdrawn status are automatically changed to Expired status the morning after the listing’s Expiration Date has been reached. (amended 2/10/14)

**Coming Soon Status** – (amended 10/18/17)

- Use for Short-term status when preparing a property for active status.
- Allows a property with a listing agreement in effect to be displayed within the MLS to Participants/ Subscribers prior to being made Active.
- Indicates that the Listing Broker and the seller are preparing the property for Active status, and is intended to notify other Participants/Subscriber of a property that will be made fully available to the public once preparations have been completed.
- May be used for up to thirty (30) days prior to the listing being made Active by the Participant/Subscriber, and listing information entered in the MLS must meet all requirements of an Active listing, except for a photo.
- If the listing is not made Active by the Participant/Subscriber within thirty (30) days, it will automatically be made Active by the system on day thirty first (31).
- The property may not be relisted in this status until the listing has been Withdrawn or Expired from the MLS for ninety (90) days.
- If a listing is being promoted, advertised or marketed as Coming Soon, the listing must be entered into the MLS within forty-eight (48) hours.
- Any promotion, advertising, or marketing of a listing in this status must be noted as ‘Coming Soon’, including a ‘Coming Soon’ rider on any signs.
- Any promotion, advertising or marketing of a property in this status, other than as ‘Coming Soon’, will disqualify the property from using this status.

**Lot Size:** The lot dimensions of the property.

**Manufactured Home:** A home or dwelling that is built on a permanent chassis at a factory and then transported to a permanent site and attached to a foundation.

**Marketable Title:** See “Equitable Title”

**Mineral Rights:** Whether or not the owner of the property has any rights to the minerals on the property.

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

**Mobile Home:** A dwelling structure built on a steel chassis and fitted with wheels that are intended to be hauled to a usually permanent site; or a movable house without a permanent foundation but able to be placed and connected to utilities fairly permanently; or a large trailer, fitted with parts for connection to utilities, that can be installed on a relatively permanent site and that is used as a residence.

**Modular Home:** A dwelling structure designed with standardized units that may be arranged or connected in a variety of ways which is not built on site but is permanently placed on pilings or a foundation.

**Multi-family:** Improved property with multi-family structure of four units or less but with only one deed.

**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.

**New Buyer Fee:** a fee (or fees) assessed by a Condo or Homeowner Association (or associations) specifically for new buyers (as opposed to any special assessments or pro-rated association fees). Fees charged by the management company (like to make copies of the covenants and restrictions or whatever) are not considered part of the fee. Only actual assessments by the association(s) would be considered a part of the fee.

**No. of Stories:** The total number of stories in the property.

**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".

**Occupancy Status:** Whether the property is currently vacant (but has previously been occupied), occupied or newly constructed and never had occupants.

**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.

**Parking Spaces:** The number of spaces for cars to park legally based on the type of parking indicated in the Parking Type field (i.e. garage, car port, etc.).

**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.

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

**Residential:** A property type that includes properties as defined below:

**Attached Single Unit (Townhouse):** Improved property where the multi-family structures have common walls with one or more structures, but each unit has its own deed for the land on which it sits and any land to the front, rear, or side of each unit. There may be a homeowners association or not, mandatory or not. When there is common area (such as a pool), it is usually owned and controlled by an association of unit owners.

**Condominium:** Improved property where the land parcel is deeded to a Condominium Association. Owners have a deed to a unit and an undivided interest in the common areas within the development. There is usually one or more buildings subdivided into apartments, but could be detached structures on common ground, depending on how the condo documents are written.

**Detached Single Family:** Improved property where all permanent structures on the land are on one or more deeds (amended 02/14/14).

**Farms/Ranch:** Any residential property that includes a dwelling. (amended 1/15)

**Residential Land:** See Land. (amended 2/10/14)

**REO:** Real estate owned as a result of foreclosure or deed in lieu of foreclosure. (added 5/13)

**Seller Concession:** Points paid by seller on behalf of buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed, down payment assistance, additions or alterations not considered deferred maintenance, and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed upon monetary value. (added 4/13)

**Selling Agent:** 1) A licensee involved in the sale of the listing and who received a portion of the selling side of the commission, or 2) the Listing Agent when the Seller(s) sold the property.

**Short Sale:** A transaction where title transfers, where the sale price is insufficient to pay the total of all liens and cost of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. (*revised 9/09*).

**Status of Listing:** See Listing Status

**Stories Above Grnd Level:** The number of stories the lowest floor of the individual condo unit is above the ground or “lobby” level (e.g. the entry should be zero “0” for units in which neither the elevator nor stairs are needed to reach the ground floor). Note: The Braille “star” symbol on the elevator control panel indicates “ground” level.

**Stories in Bldg:** The total number of stories in entire building (e.g. if the stories are labeled G, 1, 2...9, the number of stories is 10).

**Stories in Unit:** The number of stories in the individual condo unit listed. (e.g.1, 2, very seldom over 3).

**Subscriber:** A state-licensed real estate broker or agent, or a state-certified, -licensed or -registered appraiser, whose participating REALTOR<sup>®</sup> (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”.

**Tax Year:** The tax year of the tax amount and exemption information provided.

**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.

**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.

**Waterview:** Property where the water may be viewed without extraordinary efforts but where the property does not front the water, or where the property is across a road from the water.

**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 indicated in the public records as the actual year built.

**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/customer), 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/customer 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, or 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. (amended 9/13)

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. (added 9/13)

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.

**Emerald Coast Association of REALTORS®**  
**Request to Withhold Seller/Buyer Name from the Multiple Listing Service**

**Broker/Sales Associate Name** \_\_\_\_\_

**Brokerage Name** \_\_\_\_\_

**Seller/Buyer Name(s)** \_\_\_\_\_

**Property Address** \_\_\_\_\_

**MLS Number** \_\_\_\_\_

     **Check here if seller/buyer name is being withheld for security protection (i.e. government, law enforcement, judiciary, etc.)**

**This is to notify all parties involved in the above referenced listing that Seller has requested that the Listing Brokerage withhold the Seller's Name 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**

**Fax completed form to 850-275-1078, or email to [MLS@ecaor.com](mailto:MLS@ecaor.com).**

**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**