

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

3 *Revised October 2022*
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5 **SECTION 1. PREAMBLE**

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

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

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

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

30 A multiple listing service is a means of enhancing cooperation among participants, a means by which information is
31 accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real
32 property for bona fide clients and customers and a means by which participants engaging in real estate appraisal contribute
33 to common databases.
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35 While offers of compensation made by listing brokers to cooperating brokers through MLS are unconditional, a listing
36 broker's obligation to compensate a cooperating broker who was the procuring cause of sale (or lease) may be excused if it
37 is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable
38 care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing
39 agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be
40 determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it
41 was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the
42 listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the
43 commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated
44 to cooperating brokers that the commission established in the listing agreement might not be paid.
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46 **2.3 DEFINITION OF MLS PARTICIPANT**

47 Any REALTOR® of this or any other Association who is a principal, partner, corporate officer, or branch office manager
48 acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible
49 to participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the
50 costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status,
51 entitled to Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate broker's
52 license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state
53 regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an
54 Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or
55 certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or
56 "membership" or any right of access to information developed by or published by an Association Multiple Listing Service
57 where access to such information is prohibited by law.
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59 Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an
60 individual or firm offers or accepts cooperation and compensation means that the participant actively endeavors during the
61 operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation
62 and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and ongoing basis during
63 the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS
64 participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly

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

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

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81 **2.3.1 RULES FOR ASSISTANTS**

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

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

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

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

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

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

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109 **2.4.1 Exclusive Right to Sell Listing**

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

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118 **2.4.2 Exclusive Agency Listing**

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

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123 **2.4.3 Open Listing**

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

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127 **2.4.4 Net Listing**

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

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2.4.5 Limited Service Listing

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

2.5 STATUS DEFINITIONS

2.5.1 Active – MLS listing status available for use with all property types and confirms the listed property is available for sale or lease, actively accepting offers, and available for showings during the timeframe in Active status.

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

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

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

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

2.5.6 Cancelled – Listing permanently being removed from the market.

2.6 PROPERTY DEFINITIONS

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

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

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

2.6.4 Park Model - Or park trailer, means a structure built on a single chassis, mounted on wheels or originally mounted on wheels and from which the wheels have been removed and designed to be connected to utilities necessary for operation of installed fixtures and appliances and has a gross trailer area of not less than three hundred twenty (320) square feet and not more than four hundred (400) square feet when it is set up, except that it does not include fifth wheel trailers. A park model is defined by A.R.S. § 33-2102 as a recreational vehicle and governed by the Arizona Recreational Vehicle Long-term Rental Space Act. * “Park Model” applies to the original structure and is applicable even with additions to the property.

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

2.6.6 Condominium – Patio Home – Townhouse - A “complex”, portions of which are designated for separate ownership and the remainder of which may be designated for common ownership solely by the owners of the separate portions.

2.7 DEFINITION OF “BEDROOM”

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

SECTION 3. MEMBERSHIP RIGHTS AND RESPONSIBILITIES

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

Listing participants or their representatives have the right to participate in the presentation of any counter-offer made by a seller or a lessor. They do not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is a sub-agent). However, if a purchaser or lessee gives written instructions to the cooperating broker that the listing broker may not be present when a counter-offer is presented, the listing broker has a right to a copy of those instructions.

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

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

3.2 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. The Central Arizona Association of REALTORS® and The Rim Country Multiple Listing Service 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.
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. **Interpretation 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.

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

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

3.3 SERVICES ADVERTISED AS “FREE”

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. M

SECTION 4. STRUCTURE

4.1 ADMINISTRATION

4.2 TRADEMARK AND LOGO LAW

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

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

4.2.2 SPECIAL NOTE CONCERNING MLS SERVICE MARK

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

4.2.3 USE OF MLS LOGO BY NONMEMBER PARTICIPANTS

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

4.3 PROHIBITIONS

4.3.1 INFORMATION FOR PARTICIPANTS ONLY

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

4.3.2 ‘FOR SALE’ SIGNS

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

4.3.3 “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.

4.3.4 SOLICITATION OF LISTING FILED WITH THE SERVICE

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

4.3.5 USE OF THE TERM MLS AND MULTIPLE LISTING SERVICE

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

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4.4 SERVICE FEE AND CHARGES

4.4.1 SERVICE CHARGES

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

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

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

Recurring Participation Fee: The quarterly participation fee of each participant shall be an amount equal to \$120.00 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the quarter of the multiple listing service. Fees shall be prorated on a monthly basis.

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

(Adopted 6/2019)

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

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

4.5 MEETINGS

4.5.1 MEETINGS OF THE 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.

4.5.2 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.

4.5.3 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 their failure to do so, by the Committee.

SECTION 5 LISTINGS

5.1 LISTING PROCEDURES

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

- (a) Residential
- (b) Land
- (c) Multi-Family (d) Commercial
- (e) Rental

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

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

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

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

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395 The Listing Agreement must include the seller's authorization to submit the agreement to the MLS. The different types of
396 listing agreement accepted by the CAAR are:
397 (a) exclusive authorization and right to sell
398 (b) exclusive agency

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400 The Service will not accept open or net listings.

401 402 **5.1.1 CLEAR COOPERATION**

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

408 409 **5.2 LISTING SUBJECT TO RULES AND REGULATIONS OF THE SERVICE**

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

412 413 **5.3 DETAIL ON LISTINGS FILED WITH THE SERVICE**

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

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

422 423 **5.3.1 ACCURACY OF LISTING DATA**

424 Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (Adopted
425 11/20) M

426 427 **5.4 EXEMPTED LISTINGS**

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

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

438 439 **5.5 WITHDRAWN OR CANCELLED LISTING PRIOR TO EXPIRATION**

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

443 444 **5.6 CONTINGENCIES APPLICABLE TO LISTINGS**

445 Any contingencies or conditions of any listing shall be specified and noticed to the Participant's in the REALTOR® remarks
446 section.

447 448 **5.7 LISTING PRICE SPECIFIED**

449 The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation
450 of current listings unless the property is subject to auction and no listed price is specified in the agreement. Listing price is
451 for real estate only. Personal property (i.e., club memberships, furnishings and vehicles) shall not be included in list price.
452

453 **5.8 LISTING MULTIPLE UNIT PROPERTIES**

454 All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the
455 Property Data Form. When part of the listed property has been sold, proper notification should be given to the MLS.
456

457 **5.9 CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS**

458 The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by
459 Participants. Further, the MLS shall not fix, control, recommend, or maintain the division of commissions or fees between
460 cooperating Participants or between Participants and nonparticipants.
461

462 **5.10 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS**

463 Listings placed in the MLS will automatically be removed from the compilation of current listings on the expiration date
464 specified in the agreement unless prior to that date the MLS receives notice that the listing has been extended or renewed.
465

466 If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the
467 extension or renewal will be published in the same manner as a new listing if 30 days or more have passed. Extensions and
468 renewals of listings must be signed by the seller(s) and filed with the Service.
469

470 **5.11 TERMINATION DATE ON LISTINGS**

471 Listings filed with the Service shall bear a termination date as negotiated between the listing broker and the seller.
472

473 **5.12 JURISDICTION**

474 Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to
475 the Service. Listings of property located outside the MLS's jurisdiction will be accepted but cannot be required by the
476 Service.
477

478 **5.13 LISTINGS OF SUSPENDED PARTICIPANTS**

479 When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the
480 Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure
481 to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the
482 participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the
483 MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant
484 has been suspended from the association (except where MLS participation without association membership is permitted by
485 law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide
486 MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing
487 information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be
488 advised, in writing, of the intended removal so that the suspended participant may advise his clients.
489

490 **5.14 LISTINGS OF EXPELLED PARTICIPANTS**

491 When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the
492 Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure
493 to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the
494 participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the
495 MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has
496 been expelled from the association (except where MLS participation without association membership is permitted by law) or
497 MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS
498 services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing
499 information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be
500 advised, in writing, of the intended removal so that the expelled participant may advise his clients.
501

502 **5.15 LISTINGS OF RESIGNED PARTICIPANTS**

503 When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the
504 resigned Participant's listings in the MLS compilation of current listing information.
505

506 **5.16 PROTECTION CLAUSES IN ASSOCIATION MLS STANDARD LISTING CONTRACTS**

507 The Broker protection period contained in the MLS Listing form shall not contain any specific time period therein, but shall
508 contain a blank space to indicate that the time period of such protection period is negotiable between the property owner and
509 the listing broker.
510

511 **5.17 PHOTOGRAPHS, RENDERINGS, FLOOR PLANS**

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

518
519 Photographs, floor plans or renderings, will not include people or text (e.g. agent, broker, real estate brokerage names,
520 images or logos, phone numbers, facsimile numbers, e-mail addresses, hyperlink(s), HTML coding or any likenesses thereof
521 of any kind.) Unless prior permission is given, an agent may not copy or use for any purpose a photograph, floor plan or
522 rendering from another agent's listing.

523
524 CAAR shall have the right to immediately delete any photograph, floor plan or rendering that is not in compliance with this
525 rule.

526 527 **5.18 VIRTUAL / VIDEO TOURS**

528 The MLS System includes a feature that allows the listing agent to include a virtual or video tour for a listed property. A
529 virtual or video tour for the listed property shall be a view of either the exterior or interior of that listed property, a view of
530 the surrounding area from that listed property or a view of specific community amenities associated with the Homeowners
531 Association of that listed property.

532
533 An agent may not copy and use for any purpose a virtual or video tour from another agent's listing. Any virtual or video
534 tour that is not in compliance with this rule shall be a violation of the rules and shall be handled in accordance with MLS
535 Rules. In addition, CAAR shall have the right to delete any virtual tours that are not in compliance with this rule.

536 537 538 **5.19 DAYS ON MARKET**

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

543
544 Any listing that is not in compliance with this rule shall be a violation of the MLS Rules and shall be handled by the MLS in
545 accordance with MLS Rules. In addition CAAR shall have the right to immediately demand copies of the listing(s) as they
546 deem necessary to ascertain if a violation has been committed.

547 548 **5.20 PROPERTY ADDRESSES**

549 At the time of filing a listing, participants and subscribers must include a property address available to other participants and
550 subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel
551 identification number are unavailable, the information filed with the MLS must include a legal description of the property
552 sufficient to describe its location. (Adopted 3/22)M

553 554 **5.21 NON-FILTERING OF LISTINGS**

555 MLS participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that
556 are searchable by and displayed to consumers based on the level of compensation offered to the cooperating broker or the
557 name of a brokerage or agent. (Adopted 3/22)M

558
559 **5.22 CO-LISTING ARRANGEMENTS** Any language advertising or promoting a co-listing arrangement with a non-MLS
560 Participant or non-MLS Subscriber, who is a Real Estate licensee, is prohibited from inclusion anywhere in the listing. This
561 includes all fields and attachments. Multiple listing services are only for the benefit of MLS Subscribers.

562 563 **SECTION 6 SELLING PROCEDURES**

564 565 **6.1 SHOWINGS AND NEGOTIATIONS**

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

- 568
569 (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
570 (b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the
571 listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

572 573 **6.2 PRESENTATION OF OFFERS**

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

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6.3 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rules, 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.

6.4 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER

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

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Adopted 11/2019)

6.4.1 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER

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

6.5 REPORTING OF SALES TO THE SERVICE

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

6.6 REPORTING RESOLUTIONS OF CONTINGENCIES

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

6.7 ADVERTISING OF LISTING FILED WITH THE SERVICE

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

6.8 REPORTING CANCELLATION OF PENDING SALE

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

6.9 DISCLOSING THE EXISTENCE OF OFFERS

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

6.10 AVAILABILITY OF LISTED PROPERTY

Listing Participant/Subscriber shall not misrepresent the availability of access to show any listed property. Except for Auction listings, all Active status listings FWA (Filed With Association) must be available for showings throughout the listing's timeframe in Active status. If property is not available for showings for more than a 24 hour period, listing may not remain in "Active" status. Appointments to show a property that is FWA, including showings where access to the property is gained by use of a lockbox, shall be conducted through the Listing Participant or as indicated in the MLS listing. Tenant occupied listed properties are not excluded from the showing rules, but the list agent may require a minimum of 48 hour notice, as per the Arizona Residential Landlord & Tenant Act, before a showing.

6.11 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, such fact shall be communicated to the Service and to all Participants by amending the remarks section of that listing in the MLS.

SECTION 7 DIVISION OF COMMISSIONS

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7.1. COOPERATIVE COMPENSATION SPECIFIED ON EACH LISTING

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

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

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

Only listings offering compensation greater than “0” will be accepted by the MLS.

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

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

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

Listing brokers are 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.

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

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 may, as a matter of local discretion, 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, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers.

7.1.1 DISCLOSING POTENTIAL SHORT SALES

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

707
708 When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the
709 gross commission established in the listing contract, required by the lender as a condition of approving the sale, will
710 be apportioned between listing and cooperating participants.

711
712 Where participants communicate to other participants how any reduction in the gross commission established in the
713 listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and
714 cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in
715 the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced
716 within 24 hours of receipt of notification from the lender. The potential for any changes in commission or
717 compensation as provided above must be disclosed in private remarks.

718 **7.1.2 DISPLAY OF LISTING BROKER'S OFFER OF COMPENSATION**

719 Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the
720 following disclaimer or something similar.

721
722 *The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed. (Adopted 3/22)*
723 **M**

724 **7.2 PARTICIPANT AS PRINCIPAL**

725
726 If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in property,
727 the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed
728 with the MLS and such information shall be disseminated to all MLS Participants.

729 **7.3 PARTICIPANT AS PURCHASER**

730
731 If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an
732 interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing
733 broker not later than the time an offer to purchase is submitted to the listing broker.

734 **7.4 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS**

735
736 The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a
737 specified commission if the property is sold/leased by the listing broker without assistance. And a different commission if
738 the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified
739 commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker
740 and a different commission if the sale/lease results through the efforts of the seller/landlord) shall be disclosed by the listing
741 broker in a manner specified by the MLS. The listing broker shall, in response to inquiries from potential cooperating
742 brokers, disclose the differential that would result in either a cooperative transaction, or alternatively in a sale/lease that
743 results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant
744 representation must disclose such information to their client before the client makes an offer to purchase or lease.

745 **SECTION 8 KEYSAFE (LOCKBOX) RULES & REGULATIONS**

746
747 No listing broker need use a lock box on a property. Nothing shall prevent the owner's right to refuse to have a lock box on
748 his property. If the seller authorizes the use of a lock box other than the MLS approved CAAR Keybox System (which are
749 loaned at no charge through CAAR), the property will be required to have both the MLS approved CAAR Keybox System
750 (which are loaned at no charge) or other MLS approved lockbox system in addition to any make/model authorized by the
751 seller(s). The purpose of this requirement is to ensure participants have timely access to listed properties. The MLS may
752 require that the devices be submitted in advance for approval, and the access device may be any lock box or other access
753 device that provides reasonable, timely access to the listed property. The MLS also may revoke the approval and/or subject
754 the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement.

755 **8.1 AUTHORIZED PROGRAMMER KEYHOLDER**

756
757 Real estate licensees that are associated with a Participant of the MLS will be allowed to lease a programmer key. Affiliate
758 members who are appraisers and property inspectors will be allowed to lease a programmer key with additional
759 requirements of providing copies of their E&O Insurance policy and license from the State of Arizona. Participants, their
760 salespersons and associated brokers shall not be required to use the lockbox/keysafes or programmer keys/codes. Although
761 salespersons who have not purchased a key/code may not use any other Participant's salesperson, or associated brokers
762 key/code.

763 **8.2 OFFICE PROGRAMMER KEYS**

764
765 No "Office" programmer keys will be allowed. Only one leased key per individual is allowed.
766
767

768 **8.3 LOST/STOLEN PROGRAMMER KEYS**

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

771 (a) The key holder shall be required to sign a statement reporting such loss prior to key replacement.

772 (b) MLS participants shall agree to terms prescribed by the current vendor supplying programmer key service.

773

774 **8.4 LOCKBOX/KEYSAFE READING POLICY**

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

777

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

780

781 **8.5** Before a keysafe is placed on a property the MLS Participant shall obtain written authorization from the property
782 owners. Nothing shall prevent the owner's right to refuse to have a keysafe on their property.

783

784 **8.6** Failure to secure property or to replace property keys into a keybox may be subject to a fine.

785

786 **8.7** A call to the listing office should be made before showing the property to:

787

788 (a) Disclose their agency status, if applicable.

789 (b) Insure that a vacant house does not have new tenants in it.

790 (c) Insure that the residents will not be disturbed or inconvenienced.

791

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

794

795 **8.8** If an agent showing the property opens a keysafe and discovers that the house keys are missing, he/she should contact
796 the listing agent/office to report the missing keys immediately.

797

798 **8.9** Those Broker/Agents who don't have a programmer key wishing to show a listed property with a keysafe on it will have
799 to make an appointment with the listing broker to show the property or obtain showing instructions.

800

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

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

806

807 (a) Letter of warning

808 (b) Letter of reprimand

809 (c) Listing may be moved to "withdrawn" status where the participant has refused or failed to timely report status changes.

810 Prior to removal of any listing from the MLS, the participant shall be advised of the intended removal so the participant
811 can advise his or her client(s).

812 (d) Attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscriber can
813 reasonably attend taking into consideration cost, location, and duration.

814 (e) Appropriate, reasonable fine not to exceed \$15,000.

815 (f) Suspension of MLS rights, privileges and services for not less than thirty (30) days or more than one (1) year

816 (g) Termination of MLS rights, privileges and services with no right to reapply for a specified period not to exceed three
817 (3) years.

818

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

827

828 **Note 2:** MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year
829 before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may
830 allow more administrative sanctions for violations of listing information provided by participants and subscribers before
831 requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's

832 participant and the participant is required to attend the hearing of a subscriber who has received more than three (3)
833 administrative sanctions within a calendar year. (Adopted 11/20) M

834

835 **9.1 MLS FEES AND CHARGES**

836 The Board of Directors (BOD) is responsible for establishing fees and charges for services that are provided by the MLS.

837 The BOD is also responsible for establishing fines or other penalties that shall be imposed for violations of these Rules. The
838 schedule of fines shall be adopted as Policy and may be amended from time to time as approved by the BOD. Fees and fines
839 shall be published on the CAAR website and in such other forms as the BOD may direct.

840

841 **9.2 PENALTIES FOR VIOLATIONS OF THESE RULES**

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

845

846 **9.3 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT**

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

853

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

859

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

864

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

868

869 **9.4 MLS RULES VIOLATIONS**

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

872

873 **9.5 COMPLIANCE WITH RULES**

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

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

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879 **9.6 APPLICABILITY OF RULES TO SUBSCRIBERS**

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

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887 **9.7 NOTICES**

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

892

- 893 (a) By e-mail to either the e-mail address on file in the MLS Roster Database or via internal e-mail delivery through the
894 MLS system. Electronic messages are instantaneous. Therefore, Notice shall be deemed to have been constructively
895 delivered at the time the e-mail message is sent to the recipient.

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(b) By U.S. Postal Service (USPS) mail to a postal address on file for a Subscriber or Participant at the postal address shown for the Participant's office in the MLS Roster Database. Notice shall be deemed to have been constructively delivered two (2) USPS Service Days after being deposited in the USPS system for delivery.

9.8 CONSIDERATION OF ALLEGED VIOLATIONS

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

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. (Amended 11/20) M

RESECTION 9.9 VIOLATIONS OF RULES AND REGULATIONS

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the multiple listing service committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the Arizona Association of REALTORS® in accordance with the bylaws and rules and regulations of the Central Arizona Association of REALTORS® within twenty (20) days following receipt of the committee's decision.

If, rather than conducting an administrative review, the multiple listing committee has a procedure established to conduct hearings, the decision of the multiple listing committee may be appealed to the board of directors of the Arizona Association of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Arizona Association of REALTORS® grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the Arizona Association of REALTORS®.

SECTION 9.9a COMPLAINTS OF UNETHICAL CONDUCT

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

SECTION 10 MLS INFORMATION

10.1 CONFIDENTIALITY OF MLS INFORMATION

Any information provided by the MLS to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

10.2 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION

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

10.3 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION

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

10.4 INCLUSION OF EXPIRED OR WITHDRAWN LISTINGS IN AN ASSOCIATION'S COMPARABLE REPORT OR OTHER REPORT OF STATISTICAL INFORMATION

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

10.5 STATISTICAL REPORTS

959 MLSs may, as a matter of local determination, make statistical reports, sold information, and other informational reports
960 derived from the MLS available to REALTORS® who do not participate in the MLS but who are engaged in real estate
961 brokerage, management, appraising, land development, or building. Additional expenses incurred in providing such
962 information to REALTORS® who do not participate in the MLS may be included in the price charged for such information.
963 Any information provided may not be transmitted, retransmitted, or provided in any manner to any individual, office, or
964 firm, except as otherwise authorized in the MLS rules and regulations.
965

966 MLSs may, as a matter of local determination, provide statistical reports, sold information, and other informational reports
967 derived from the MLS to government agencies. MLSs may, as a matter of local discretion, require that such agencies (or
968 representatives of such agencies) hold an appropriate form of membership in the MLS or in the association of
969 REALTORS® as a condition of such access.
970

971 ~~It is strongly recommended that any irrelevant information such as the names of current or former owners, or information~~
972 ~~concerning the sales commission or the compensation offered or paid to cooperating brokers be deleted. (Revised 11/04)~~
973 ~~(Amended 3/22)M~~
974

975 **10.6 OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS**

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977 **10.6.1** By the act of submission of any property listing content to the MLS, the Participant represents and warrants that he or
978 she is fully authorized to license the property listing content as contemplated by and in compliance with this section and
979 these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its
980 copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited
981 to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives,
982 pricing information, and other details or information related to listed property.
983

984 Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant
985 harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any
986 inadequacy of ownership, license, or title to the submitted listing content. (Adopted 6/2019)
987

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

993 One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet
994 users may post user-generated content. If an OSP complies with the provisions of this DMCA safe
995 harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website.
996 This protects an OSP from incurring significant sums in copyright infringement damages, as statutory
997 damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs,
998 participants and subscribers comply with the DMCA safe harbor provisions discussed herein.
999

1000 To qualify for this safe harbor, the OSP must:

- 1001 (1) Designate on its website and register with the Copyright Office an agent to receive takedown
- 1002 requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
- 1003 (2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- 1004 (3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the
- 1005 OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly
- 1006 remove allegedly infringing material. The alleged infringer may submit a counter-notice that the
- 1007 OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit
- 1008 within ten (10) days, then the OSP may restore the removed material.
- 1009 (4) Have no actual knowledge of any complained-of infringing activity.
- 1010 (5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- 1011 (6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is
- 1012 capable of controlling such activity.
- 1013

1014 Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement
1015 liability. For more information see 17 U.S.C. §512.
1016

1017 *The term MLS compilation, as used in Sections 3, 5, 9 and 10 herein, shall be construed to include any format in
1018 which property listing data is collected and disseminated to the participants, including but not limited to bound
1019 book, loose-leaf binder, computer database, card file, or any other format whatsoever.

1021 **10.6.2** All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Central
1022 Arizona Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Central Arizona
1023 Association of REALTORS®.
1024

1025 **10.6.3** Each participant shall be entitled to lease from the Central Arizona Association of REALTORS® a number of copies of
1026 each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or
1027 certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy
1028 the rental fee set by the association.
1029

1030 Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.
1031

1032 **10.7 USE OF COPYRIGHTED MLS COMPILATIONS**

1033

1034 **10.7.1 DISTRIBUTION:**

1035 Use of information developed by or published by a Board MLS is strictly limited to the activities authorized under a
1036 Participant's licensure(s) or certification and unauthorized users are prohibited. Further, none of the foregoing is intended to
1037 convey 'Participation' or 'Membership' or any right of access to information developed by or published by a Board MLS
1038 where access to such information is prohibited by law.
1039

1040 **10.7.2 DISPLAY:**

1041 Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS
1042 Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate
1043 ready, willing, and able buyers for the properties described in said MLS Compilation.
1044

1045 **10.7.3 COMPILATION OF CURRENT LISTING INFORMATION:**

1046 Any compilation of current listing information shall display the following notice in a conspicuous manner:
1047

1048 *"Notice to Association Members*

1049 Under the long-established policy of this association, the Arizona Association of REALTORS®, and the NATIONAL
1050 ASSOCIATION OF REALTORS®: 1. The broker's compensation for services rendered in respect to any listing is solely a
1051 matter of negotiation between the broker and his or her client, and is not fixed, controlled, recommended, or maintained by
1052 any persons not a party to the listing agreement. 2. The compensation paid by a listing broker to a cooperating broker in
1053 respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any
1054 person other than the listing broker."
1055

1056 **10.7.4 REPRODUCTION**

1057 Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the
1058 following limited circumstances.
1059

1060 Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers,
1061 a reasonable number of single copies of property listing data contained in the MLS Compilation which relate to any
1062 properties in which the prospective purchasers are or may, in the judgment of the Participants or their affiliated licensees, be
1063 interested.
1064

1065 Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or
1066 reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale
1067 with the Participant.
1068

1069 Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form
1070 or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are
1071 authorized to have access to such information. Such information may not be transmitted or provided in any manner to any
1072 unauthorized individual, office or firm.
1073

1074 None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information,
1075 sold information, comparables, or statistical information from utilizing such information to support valuations on particular
1076 properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage
1077 purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either
1078 permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of
1079 a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such
1080 data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for
1081 this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such
1082 information is unauthorized and prohibited by these Rules and Regulations.
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1084 **10.8 USE OF MLS INFORMATION**

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10.8.1 LIMITATIONS ON USE OF MLS INFORMATION

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

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

10.8.2 CHANGES IN RULES AND REGULATIONS

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

10.8.3 ORIENTATION

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

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

10.9 ONE DATA SOURCE

MLSs must offer a participant a single data feed in accordance with a participant’s licensed authorized uses.

At the request of a participant, MLS must provide the single data feed for that participant’s licensed uses to that participant’s designee. The designee may use the single data feed only to facilitate that participant’s licensed uses on behalf of that participant. (Adopted 3/22)M

10.10 BROKERAGE BACK OFFICE FEED

That participants are entitled to use, and MLSs must provide to participants, the BBO Data, for BBO Use subject to the Terms below:

“BBO Data” means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing participant), and (ii) fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office Feed.

“BBO Use” means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes:

- Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant.
- Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law.
- Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant.
- Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.

BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant’s designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

There is no option for participants to opt-out their listings from the Brokerage Back Office Feed Use as defined.

“Terms” mean the following:

- MLSs may impose reasonable licensing provisions and fees related to participant’s license to use Brokerage Back Office Feed Data. MLSs may require the participant’s designee to sign the same or a separate and different license agreement from what is signed by the participant. Such provisions in a license agreement may include those typical

1149 to the MLS's data licensing practices, such as security requirements, rights to equitable relief, and dispute
1150 resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a
1151 license agreement.)
1152 • Use of roster information may be limited by the MLS participation agreement and license agreements.
1153 • Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.
1154 • MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance
1155 with other NAR MLS policies, such as Policy Statement 7.85, which provides that "Use of listings and listing
1156 information by MLSs for purposes other than the defined purposes of MLS requires participants' consent."
1157 **(Adopted 3/22)M**

1158 **10.11 DISPLAY OF LISTING BROKER'S OFFER OF COMPENSATION**

1159 MLSs must include the listing broker's offer of compensation for each active listing displayed on its consumer-facing
1160 website(s) and in MLS data feeds provided to participants and subscribers and must permit MLS participants or subscribers
1161 to share such information through IDX and VOW displays or through any other form or format provided to clients and
1162 consumers. The information about the offer of compensation must be accompanied by a disclaimer stating that the offer is
1163 made only to participants of the MLS where the listing is filed. **(Adopted 3/22)M**

1164 **10.12 PROPERTY ADDRESSES**

1165 Residential listings filed with the MLS must include a property address where one exists at the time the listing is filed. If a
1166 property address is unavailable, then the parcel identification number must be submitted at the time the listing is filed. If no
1167 address or parcel identification number is available at the time the listing is filed, the listing must, at a minimum, contain a
1168 legal description of the property sufficient to describe the location of the property. This information shall be available to
1169 participants and subscribers at the time of filing. **M**

1170 **SECTION 11 INTERNET DATA EXCHANGE ("IDX")**

1171 **11.1 IDX DEFINED**

1172 IDX affords MLS Participants the ability to authorize limited electronic display of their listings by other participants and
1173 delivery of their listings by other participants via the following authorized mediums under the participant's control: websites,
1174 mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. **(Amended 5/17) M**

1175 **11.2 AUTHORIZATION**

1176 Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed
1177 unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a
1178 listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that
1179 participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have
1180 given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a
1181 listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.
1182 **(Amended 05/12)**

1183 **11.2.3** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily
1184 visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g.,
1185 "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only
1186 when linked directly to a display that includes all required disclosures. **(Amended 11/17) M**

1187 **11.3 PARTICIPATION**

1188 Participation in IDX is available to all MLS participants who are REALTORS® and who consent to display of their listings
1189 by other participants.

1190 **11.3.1** Participants must notify the MLS of their intention to display IDX information and must give the MLS
1191 direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

1200 **11.3.2** MLS participants may not use IDX-provided listings for any purpose other than display as provided for in
1201 these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

1202 **11.3.3** Listings, including property addresses, can be included in IDX displays except where a seller has directed
1203 their listing broker to withhold their listing or the listing's property address from all display on the Internet
1204 (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or
1205 distribution. **(Amended 05/17)M**

1206 **11.3.4** Participants may select the listings they choose to display through IDX based only on objective criteria
1207 including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, or type
1208 of property (e.g., condominiums, cooperatives, single-family detached, multi-family), ~~cooperative compensation~~
1209 ~~offered by listing brokers, or type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of~~

1213 ~~service being provided by the listing firm.~~ Selection of listings displayed through IDX must be independently made
1214 by each participant. (Amended 3/22)M

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1216 **11.3.5** Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at
1217 least once every 12 hours.

1218
1219 **11.3.6** Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX
1220 site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the
1221 MLS database available to any person or entity.

1222
1223 **11.3.7** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under
1224 which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules,
1225 “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS
1226 rules.

1227
1228 **11.3.8** Any IDX display controlled by a participant or subscriber that

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1230 (a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or
1231 reviews in immediate conjunction with particular listings, or

1232
1233 (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction
1234 with the listing,

1235
1236 either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller.
1237 The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these
1238 features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to
1239 Section 18.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning
1240 any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been
1241 disabled at the request of the seller.

1242
1243 **11.3.9** Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the
1244 accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the
1245 MLS and that relates to a specific property. Participants shall correct or remove any false data or information
1246 relating to a specific property upon receipt of a communication from the listing broker or listing agent for the
1247 property explaining why the data or information is false. However, participants shall not be obligated to remove or
1248 correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

1249
1250 **11.3.10** An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other
1251 brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are
1252 consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those
1253 MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of
1254 multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search
1255 results page; and that Participants may display listings from each IDX feed on a single webpage or display.

1256
1257 **11.4 DISPLAY** Display of listing information pursuant to IDX is subject to the following rules:

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1259 **11.4.1** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all
1260 other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and
1261 users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

1262
1263 **11.4.1.1** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

1264
1265 **11.4.2** Participants shall not modify or manipulate information relating to other participants’ listings. MLS participants may
1266 augment their IDX displays of MLS data with applicable property information from other sources to appear on the same
1267 webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly
1268 identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or
1269 display of fewer than all of the available listings or fewer authorized fields.

1270
1271 **11.4.3** All listing displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the
1272 listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median
1273 used in the display of listing data. (Amended 3/22)M Displays of minimal information (e.g., “thumbnails”, text messages,
1274 “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display
1275 that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered
1276 electronically to the registered consumer performing the property search or linked to through the devices application. (Amended
1277 5/17)

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11.4.4 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.

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

11.4.6 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the 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.

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

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

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

11.4.10 Display of expired, withdrawn, and sold listings* is prohibited. To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, sold* listing data starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution.

*Note: If “sold” information is not publicly accessible, ~~sold listings can be removed from the MLSs’ IDX feeds/downloads display of sales price may be prohibited.~~ “Publicly accessible” sold information as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs must provide for its participants’ IDX displays publicly accessible sold information maintained by the MLS starting January 1, 2012. (Amended 3/22) **M**

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

11.4.12 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.

11.5 SERVICE FEES AND CHARGES

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

SECTION 12 – VOW (Virtual Office Website)

Section 12.1 (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.

1341 (b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and
1342 sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight,
1343 supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant,
1344 by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.
1345

1346 (c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf
1347 of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP
1348 has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No
1349 AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more
1350 Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf
1351 the AVP operates a VOW.
1352

1353 (d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold
1354 data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.
1355

1356 **Section 12.2 (a):** The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the
1357 MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs
1358 may operate a master website with links to the VOWs of the other offices.
1359

1360 (b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on
1361 behalf of a Participant by an AVP, may provide other features, information, or functions, i.e., Internet Data Exchange
1362 (“IDX”).
1363

1364 (c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission
1365 from other MLS Participants whose listings will be displayed on the Participant’s VOW.
1366

1367 **Section 12.3 (a):** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her
1368 VOW, the Participant must take each of the following steps:
1369

1370 (i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law),
1371 including completion of all actions required by state law in connection with providing real estate brokerage services to
1372 clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all
1373 applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
1374 (ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an
1375 email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use
1376 (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is
1377 valid and that the Registrant has agreed to the Terms of Use.
1378 (iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different
1379 from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and
1380 password or may allow the Registrant to establish its user name and password. The Participant must also assure that
1381 any email address is associated with only one user name and password.
1382

1383 (b) The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the
1384 password. The Participant must at all times maintain a record of the name, email address, user name, and current password
1385 of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of
1386 the Registrant’s password.
1387

1388 (c) If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS
1389 Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email
1390 address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The
1391 Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
1392

1393 (a) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or
1394 otherwise) to, a “Terms of Use” provision that provides at least the following:
1395

1396 (i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
1397 (ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-
1398 commercial use;
1399 (iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through
1400 the VOW;
1401 (iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with
1402 the Registrant’s consideration of the purchase or sale of an individual property;
1403 (v) That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS
1404 database.

1405
1406 (e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation
1407 agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and
1408 Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant
1409 must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely
1410 by mouse click.

1411
1412 (f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly
1413 authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring
1414 display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to
1415 between the Participant and the Registrant.

1416
1417 **Section 12.4:** A Participant's VOW must prominently display an e-mail address, telephone number, or specific
1418 identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask
1419 questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or
1420 sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants
1421 about properties within the market area served by that Participant and displayed on the VOW.

1422
1423 **Section 12.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation,
1424 "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security
1425 protection such as firewalls as long as this requirement does not impose security obligations greater than those employed
1426 concurrently by the MLS.

1427
1428 **Section 12.6 (a):** A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively
1429 directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker
1430 shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the
1431 Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery
1432 mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their
1433 property displayed on the Internet.

1434
1435 (b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address
1436 displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar)
1437 provision:

1438
1439 **Seller Opt-Out Form**

1440 1. Please check either Option a or Option b

1441
1442 a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

1443 OR

1444 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
1445 Internet.

1446
1447 2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the
1448 Internet will not see information about the listed property in response to their search.

1449
1450 _____
1451 initials of seller

1452
1453 (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
1454 listing goes off the market, whichever is greater.

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1456 **Section 12.7 (a):** Subject to subsection (b), a Participant's VOW may allow third-parties:

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1458 (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in
1459 immediate conjunction with particular listings, or

1460 (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate
1461 conjunction with the listing

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1463 (b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those
1464 features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS
1465 that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites.
1466 Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional
1467 judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled
1468 "at the request of the seller."

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Section 12.8: 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 12.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 12.10: 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 12.11: 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 12.12: 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, or type of property. ~~cooperative compensation offered by listing broker and whether the listing broker is a REALTOR®.~~ **(Amended 3/22)M**

Section 12.13: 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 12.14: 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 12.15: A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- (a) Expired and withdrawn listings.
- (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.

Section 12.16: 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 12.17: 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 12.18: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 12.19: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than one hundred (100) or five percent (5%) of the current listings in the MLS, whichever is less, and not more than one hundred (100) or five percent (5%) of the sold listings in the MLS, whichever is less, in response to any inquiry.

Section 12.20: A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

1533
1534 **Section 12.21:** A Participant may display advertising and the identification of other entities (“co-branding”) on any VOW
1535 the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW
1536 deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be
1537 deceptive or misleading if the Participant’s logo and contact information (or that of at least one Participant, in the case of a
1538 VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of
1539 every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of
1540 the AVP and larger than that of any third party.
1541
1542 **Section 12.22:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources,
1543 including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.
1544
1545 **Section 12.23:** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including
1546 from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.
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1548 **Section 12.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by
1549 the MLS.
1550
1551 **Section 12.25:** Where a seller affirmatively directs their listing broker to withhold either the seller’s listing or the address of
1552 the seller’s listing from display on the Internet, a copy of the seller’s affirmative direction shall be provided to the MLS
1553 within 48 hours.