

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

3 *Revised July 2023*
4

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)
18

19 **COMPLIANCE**

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

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

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

80
81 **2.3.1 RULES FOR ASSISTANTS**
82 Where the terms subscriber or user are used in connection with a multiple listing service owned or operated by an
83 association of REALTORS[®], they refer to non-principal brokers, sales licensees, and licensed and certified real estate
84 appraisers affiliated with an MLS participant and may also include a participant’s affiliated unlicensed administrative and
85 clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any
86 such individual is under the direct supervision of an MLS participant or the participant’s licensed designee. If such access is
87 available to unlicensed or uncertified individuals, their access is subject to the rules and regulations, the payment of
88 applicable fees and charges (if any), and the limitations and restrictions of state law. None of the foregoing shall diminish
89 the participant’s ultimate responsibility for ensuring compliance with the rules and regulations of the MLS by all individuals
90 affiliated with the participant.

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

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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.

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

104
105 **2.4 DEFINITIONS OF VARIOUS TYPES OF LISTING AGREEMENT**
106 Except where state law provides otherwise, the following terms shall be defined as follows when used in rules and
107 regulations of any multiple listing service owned or operated by an association of REALTORS[®].

108
109 **2.4.1 Exclusive Right to Sell Listing**
110 A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a
111 commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the
112 seller(s), or anyone else; and a contractual agreement under which the listing broker becomes the agent of the seller(s) and
113 the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of
114 the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as
115 exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not
116 obligated to pay a commission to the listing broker.

117
118 **2.4.2 Exclusive Agency Listing**
119 A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a
120 commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold
121 solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

122
123 **2.4.3 Open Listing**
124 A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a
125 commission to the listing broker only if the property is sold through the efforts of the listing broker.

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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.

2.5.7 Expired – Upon expiration date of listing agreement. (Refer to lines 797-800, 808-899).

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 Modular – Factory built building permanently attached to engineered concrete foundation and built to uniform building code.

2.6.5 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.

2.6.6 Mobile Home Park - means and is defined at A.R.S. § 33-1409 as a parcel of land with four or more rental spaces for these kinds of homes.

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

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194 2.6.8 Condominium – Patio Home – Townhouse - A “complex”, portions of which are designated for separate ownership
195 and the remainder of which may be designated for common ownership solely by the owners of the separate portions.
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197 **2.7 DEFINITION OF “BEDROOM”**

198 Room with an emergency exit defined by the local governing authority and a privacy door.
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200 **SECTION 3. MEMBERSHIP RIGHTS AND RESPONSIBILITIES**

201
202 **3.1** If a REALTOR® chooses to participate in the MLS, the REALTOR® is required to exchange information on the same
203 basis, according to the same rules and costs imposed on all who participate. REALTOR® participation is elective. In
204 instances where the participant is representing the potential purchaser as an agent, the participant cannot function
205 simultaneously as the subagent of the listing broker without buyer and seller consent; cannot accept compensation from the
206 listing broker without the express consent of all parties to the transaction; and must make their true position clearly known to
207 all interested parties at first contact.
208

209 Listing participants or their representatives have the right to participate in the presentation of any counter-offer made by a
210 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
211 or lessee (except where the cooperating broker is a sub-agent). However, if a purchaser or lessee gives written instructions to
212 the cooperating broker that the listing broker may not be present when a counter-offer is presented, the listing broker has a
213 right to a copy of those instructions.
214

215 Arbitration facilities of the Central Arizona Association of REALTORS®, may be invoked by a nonmember participant in
216 the multiple listing service, who can also be compelled to arbitrate using the association’s facilities.
217

218 MLS participants are entitled to electronic access of the MLS members database, subject to payment of applicable fees and
219 charges.
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221 **3.2 MLS ANTITRUST COMPLIANCE POLICY**

222 The purpose of multiple listing is the orderly correlation and dissemination of listing information to participants so they may
223 better serve the buying and selling public. The Central Arizona Association of REALTORS® and The Rim Country
224 Multiple Listing Service shall not enact or enforce any rule which restricts, limits, or interferes with participants in their
225 relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas.
226

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

- 228 1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services.
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- 230 2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating
231 brokers.
- 232
- 233 3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should
234 directly relate to the costs incurred in bringing services to new participants.
235
- 236 4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of
237 property information necessary to ensure accuracy or consistency in MLS compilations.
238
- 239 5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
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- 241 6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS
242 compilation solely on the basis that the property is listed on an exclusive agency basis.
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- 244 7. Prohibit or discourage participants from taking “office exclusive” listings; certification may be required from the seller or
245 listing broker that the listing is being withheld from the MLS at the direction of the seller.
246
- 247 8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented
248 by other participants. **Interpretation 10*
249
- 250 9. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers,
251 landlords, or tenants.
252
- 253 10. Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
254
- 255 11. Prohibit or discourage participants or subscribers from participating in political activities. **Interpretation 15*
256

257 12. Interfere in or restrict participants in their relationships with their affiliated licensees. **Interpretation 16 and 17*

258
259 As used in this policy, “rule” includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other
260 governance provisions, whether mandatory or not.

261
262 These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to
263 agreements entered into by the MLS or Central Arizona Association of REALTORS® and an agency of government, and to
264 final decrees of courts or administrative agencies.

265
266 **The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the NATIONAL*
267 *ASSOCIATION OF REALTORS®.*

268 269 **3.3 SERVICES ADVERTISED AS “FREE”**

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

273 274 **SECTION 4. STRUCTURE**

275 276 **4.1 ADMINISTRATION**

277 278 **4.2 TRADEMARK AND LOGO LAW**

279 280 **4.2.1 NATURE OF SERVICE MARK AND NECESSITY TO EFFECT LICENSE AGREEMENT TO USE**

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

287 288 **4.2.2 SPECIAL NOTE CONCERNING MLS SERVICE MARK**

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

293 294 **4.2.3 USE OF MLS LOGO BY NONMEMBER PARTICIPANTS**

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

303 304 **4.3 PROHIBITIONS**

305 306 **4.3.1 INFORMATION FOR PARTICIPANTS ONLY**

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

309 310 **4.3.2 ‘FOR SALE’ SIGNS**

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

312 313 **4.3.3 “SOLD” SIGNS**

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

316 317 **4.3.4 SOLICITATION OF LISTING FILED WITH THE SERVICE**

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

321 **4.3.5 USE OF THE TERM MLS AND MULTIPLE LISTING SERVICE**

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

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330 **4.4 SERVICE FEE AND CHARGES**

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332 **4.4.1 SERVICE CHARGES**

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

335
336 Initial Participation Fee: An applicant for participation in the service shall pay an application fee of \$50.00 with such fee
337 to accompany the application.

338
339 **Note**: The initial participation fee shall approximate the cost of bringing the service to the participant.

340
341 Recurring Participation Fee: The quarterly participation fee of each participant shall be an amount equal to \$120.00
342 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as
343 a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor
344 with such participant. Payment of such fees shall be made on or before the first day of the quarter of the multiple listing
345 service. Fees shall be prorated on a monthly basis.

346
347 However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee
348 or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker
349 participates. MLSs may, at their discretion, require that broker participants ~~to~~ sign a certification for nonuse of its MLS
350 services by their licensees, which can include penalties and termination of the waiver if violated.* (Adopted 11/17)
351 (Adopted 6/2019)

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

353
354 The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service
355 and are subject to change from time to time in the manner prescribed. Service fees and charges may include but shall not be
356 limited to Initial Participation Fee, Recurring Participation Fee, Listing Fee, New Salesperson Fee, and Transfer/Change
357 Fee.

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359 **4.5 MEETINGS**

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361 **4.5.1 MEETINGS OF THE MLS COMMITTEE**

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

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365 **4.5.2 MEETINGS OF MLS PARTICIPANTS**

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

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368 **4.5.3 CONDUCT OF THE MEETINGS**

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

371
372 **SECTION 5 LISTINGS**

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374 **5.1 LISTING PROCEDURES**

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

- 382
383 (a) Residential
384 (b) Land

- 385 (c) Multi-Family (d) Commercial
386 (e) Rental

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388 Vacation Rentals restricted, must be a term of 90 days or more.

389
390 Acceptable Forms: The Multiple Listing Service shall make available access to electronically generated Listing Data Forms.

391
392 The MLS shall not require a Participant to submit the listing on a form other than the form the Participant individually
393 chooses to utilize provided the listing is of a type accepted by the service, although the “Listing Data Form” may be required
394 as approved by the MLS. However, the MLS, through its legal counsel:

- 395
396 1. May reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the
397 Participants.
398 2. Assure that no listing form filed with the MLS established, directly or indirectly, any contractual relationship between the
399 MLS and the client (buyer or seller).

400
401 The MLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other
402 forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other
403 Participants of the MLS acting as subagents, buyer agents, or both.

404
405 The Listing Agreement must include the seller’s authorization to submit the agreement to the MLS. The different types of
406 listing agreement accepted by the CAAR are:

- 407 (a) exclusive authorization and right to sell
408 (b) exclusive agency

409
410 The Service will not accept open or net listings.

411
412 **5.1.1 CLEAR COOPERATION**

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

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419 **5.2 LISTING SUBJECT TO RULES AND REGULATIONS OF THE SERVICE**

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

422
423 **5.3 DETAIL ON LISTINGS FILED WITH THE SERVICE**

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

428
429 The Broker is responsible for the input of his listing from the field. At random, the MLS may request a copy of the Listing
430 Contract and the Property Data Form from the Broker to ensure compliance with the Rules and Regulations. A copy of the
431 Forms must be given to the MLS within two business days of request.

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433 **5.3.1 ACCURACY OF LISTING DATA**

434 Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (Adopted
435 11/20) M

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437 **5.4 EXEMPTED LISTINGS**

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

444
445 Change of Status of Listing - Any change in listed price or other change in the original listing agreement shall be made only
446 when authorized in writing by the seller and shall be filed with the Service within twenty-four (24) hours (excepting
447 weekends, holidays, and postal holidays) after the authorized change is received by the listing broker.

448

449 **5.5 WITHDRAWN OR CANCELLED LISTING PRIOR TO EXPIRATION**

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

453
454 **5.6 CONTINGENCIES APPLICABLE TO LISTINGS**

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

457
458 **5.7 LISTING PRICE SPECIFIED**

459 The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation
460 of current listings unless the property is subject to auction and no listed price is specified in the agreement. Listing price is
461 for real estate only. Personal property (i.e., club memberships, furnishings and vehicles) shall not be included in list price.
462

463 **5.8 LISTING MULTIPLE UNIT PROPERTIES**

464 All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the
465 Property Data Form. When part of the listed property has been sold, proper notification should be given to the MLS.
466

467 **5.9 CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS**

468 The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by
469 Participants. Further, the MLS shall not fix, control, recommend, or maintain the division of commissions or fees between
470 cooperating Participants or between Participants and nonparticipants.
471

472 **5.10 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS**

473 Listings placed in the MLS will automatically be removed from the compilation of current listings on the expiration date
474 specified in the agreement unless prior to that date the MLS receives notice that the listing has been extended or renewed.
475

476 If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the
477 extension or renewal will be published in the same manner as a new listing if 30 days or more have passed. Extensions and
478 renewals of listings must be signed by the seller(s) and filed with the Service.
479

480 **5.11 TERMINATION DATE ON LISTINGS**

481 Listings filed with the Service shall bear a termination date as negotiated between the listing broker and the seller.
482

483 **5.12 JURISDICTION**

484 Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to
485 the Service. Listings of property located outside the MLS's jurisdiction will be accepted but cannot be required by the
486 Service.
487

488 **5.13 LISTINGS OF SUSPENDED PARTICIPANTS**

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

500 **5.14 LISTINGS OF EXPELLED PARTICIPANTS**

501 When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the
502 Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure
503 to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the
504 participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the
505 MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has
506 been expelled from the association (except where MLS participation without association membership is permitted by law) or
507 MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS
508 services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing
509 information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be
510 advised, in writing, of the intended removal so that the expelled participant may advise his clients.
511

512 **5.15 LISTINGS OF RESIGNED PARTICIPANTS**

513 When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the
514 resigned Participant's listings in the MLS compilation of current listing information.
515

516 **5.16 PROTECTION CLAUSES IN ASSOCIATION MLS STANDARD LISTING CONTRACTS**

517 The Broker protection period contained in the MLS Listing form shall not contain any specific time period therein, but shall
518 contain a blank space to indicate that the time period of such protection period is negotiable between the property owner and
519 the listing broker.
520

521 **5.17 PHOTOGRAPHS, RENDERINGS, FLOOR PLANS**

522 At a minimum, PRIMARY photo must be input with all listings in order for the listing to be active, except where sellers
523 expressly direct that photographs of their property not appear in MLS compilations. All photographs, floor plans and
524 renderings that appear in the MLS system for a listed property shall be a picture of either the exterior or interior of that listed
525 property, a view of the surrounding area from that listed property, or a view of specific community amenities associated with
526 the Homeowners Association of that listed property. At least one of the photographs provided must be of the subject
527 property. (amended July 2014)
528

529 Photographs, floor plans or renderings, will not include people or text (e.g. agent, broker, real estate brokerage names,
530 images or logos, phone numbers, facsimile numbers, e-mail addresses, hyperlink(s), HTML coding or any likenesses thereof
531 of any kind.) Unless prior permission is given, an agent may not copy or use for any purpose a photograph, floor plan or
532 rendering from another agent's listing.
533

534 CAAR shall have the right to immediately delete any photograph, floor plan or rendering that is not in compliance with this
535 rule.
536

537 **5.18 VIRTUAL / VIDEO TOURS**

538 The MLS System includes a feature that allows the listing agent to include a virtual or video tour for a listed property. A
539 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
540 the surrounding area from that listed property or a view of specific community amenities associated with the Homeowners
541 Association of that listed property.
542

543 An agent may not copy and use for any purpose a virtual or video tour from another agent's listing. Any virtual or video
544 tour that is not in compliance with this rule shall be a violation of the rules and shall be handled in accordance with MLS
545 Rules. In addition, CAAR shall have the right to delete any virtual tours that are not in compliance with this rule.
546
547

548 **5.19 DAYS ON MARKET**

549 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
550 without reflecting the cumulative days on market. It is a flagrant violation of the Rules and Regulations for multiple
551 listing(s) for a property to be canceled and re-listed or altered in any way for the purpose of eliminating or falsifying the
552 cumulative number of days on market.
553

554 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
555 accordance with MLS Rules. In addition CAAR shall have the right to immediately demand copies of the listing(s) as they
556 deem necessary to ascertain if a violation has been committed.
557

558 **5.20 PROPERTY ADDRESSES**

559 At the time of filing a listing, participants and subscribers must include a property address available to other participants and
560 subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel
561 identification number are unavailable, the information filed with the MLS must include a legal description of the property
562 sufficient to describe its location. (Adopted 3/22)M
563

564 **5.21 NON-FILTERING OF LISTINGS**

565 MLS participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that
566 are searchable by and displayed to consumers based on the level of compensation offered to the cooperating broker or the
567 name of a brokerage or agent. (Adopted 3/22)M
568

569 **5.22 CO-LISTING ARRANGEMENTS** Any language advertising or promoting a co-listing arrangement with a non-MLS
570 Participant or non-MLS Subscriber, who is a Real Estate licensee, is prohibited from inclusion anywhere in the listing. This
571 includes all fields and attachments. Multiple listing services are only for the benefit of MLS Subscribers.
572

573 **SECTION 6 SELLING PROCEDURES**

574 **6.1 SHOWINGS AND NEGOTIATIONS** 575

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

- 578
- 579 (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- 580 (b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the
- 581 listing broker, at his option, may preclude such direct negotiations by cooperating brokers.
- 582

583 **6.2 PRESENTATION OF OFFERS**

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

586

587 **6.3 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS**

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

592

593 **6.4 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER**

594 Cooperating participants or their representatives have the right to participate in the presentation of any offer they secure to
595 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
596 by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that
597 cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy
598 of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments
599 for presentation of offers.

600

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

604

605 **6.4.1 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER**

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

611

612 **6.5 REPORTING OF SALES TO THE SERVICE**

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

617

618 **6.6 REPORTING RESOLUTIONS OF CONTINGENCIES**

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

621

622 **6.7 ADVERTISING OF LISTING FILED WITH THE SERVICE**

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

625

626 **6.8 REPORTING CANCELLATION OF PENDING SALE**

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

629

630 **6.9 DISCLOSING THE EXISTENCE OF OFFERS**

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

634

635 **6.10 AVAILABILITY OF LISTED PROPERTY**

636 Listing Participant/Subscriber shall not misrepresent the availability of access to show any listed property. Except for
637 Auction listings, all Active status listings FWA (Filed With Association) must be available for showings throughout the
638 listing's timeframe in Active status. If property is not available for showings for more than a 24 hour period, listing may not
639 remain in "Active" status. Appointments to show a property that is FWA, including showings where access to the property is

640 gained by use of a lockbox, shall be conducted through the Listing Participant or as indicated in the MLS listing. Tenant
641 occupied listed properties are not excluded from the showing rules, but the list agent may require a minimum of 48 hour
642 notice, as per the Arizona Residential Landlord & Tenant Act, before a showing.

643
644 **6.11 REFUSAL TO SELL**

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

648
649 **SECTION 7 DIVISION OF COMMISSIONS**

650
651 **7.1. COOPERATIVE COMPENSATION SPECIFIED ON EACH LISTING**

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

664
665 The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential
666 and appropriate requirement by an association multiple listing service is that the information to be published shall clearly
667 inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the
668 listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by
669 the MLS shall be shown in one of the following forms:

- 670
671 1. by showing a percentage of the gross selling price
672 2. by showing a definite dollar amount

673
674 Only listings offering compensation greater than "0" will be accepted by the MLS.

675
676 In filing a property with the multiple listing service of an association of REALTORS[®], the participant of the service is making
677 blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with
678 the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is
679 necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.

680
681 The listing broker retains the right to determine the amount of compensation offered to other participants (acting as
682 subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different.
683 This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation
684 indicated on any listing published by the MLS provided the listing broker informs the other broker in writing in advance of
685 submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any
686 agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as
687 either a percentage of the gross sales price or as a flat dollar amount.

688
689 The listing broker may, from time to time, adjust the compensation offered to other MLS Participants prior to a contract
690 being presented for consideration. Any adjustment shall be reflected immediately in the multiple listing service.

691
692 Listing brokers are to communicate to potential cooperating brokers that gross commissions established in listing contracts
693 are subject to court approval and that compensation payable to cooperating brokers may be reduced if the gross commission
694 established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to
695 court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the
696 potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior
697 to the time they submit an offer that ultimately results in a successful transaction.

698
699 Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement,
700 from modifying the cooperative compensation to be paid in the event of a successful transaction.

701
702 Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale.
703 As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to

704 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
705 all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential
706 short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a
707 potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how
708 any reduction in the gross commission established in the listing contract required by the lender as a condition of
709 approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and
710 confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields
711 or confidential "remarks" available only to participants and subscribers.

712 713 **7.1.1 DISCLOSING POTENTIAL SHORT SALES**

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

717
718 When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the
719 gross commission established in the listing contract, required by the lender as a condition of approving the sale, will
720 be apportioned between listing and cooperating participants.

721
722 Where participants communicate to other participants how any reduction in the gross commission established in the
723 listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and
724 cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in
725 the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced
726 within 24 hours of receipt of notification from the lender. The potential for any changes in commission or
727 compensation as provided above must be disclosed in private remarks.

728 729 **7.1.2 DISPLAY OF LISTING BROKER'S OFFER OF COMPENSATION**

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

732
733 *The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed. (Adopted 3/22)*
734 *M*

735 736 **7.2 PARTICIPANT AS PRINCIPAL**

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

740 741 **7.3 PARTICIPANT AS PURCHASER**

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

745 746 **7.4 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS**

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

756 757 **SECTION 8 KEYSAFE (LOCKBOX) RULES & REGULATIONS**

758 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
759 his property. If the seller authorizes the use of a lock box other than the MLS approved CAAR Keybox System (which are
760 loaned at no charge through CAAR), the property will be required to have both the MLS approved CAAR Keybox System
761 (which are loaned at no charge) or other MLS approved lockbox system in addition to any make/model authorized by the
762 seller(s). The purpose of this requirement is to ensure participants have timely access to listed properties. The MLS may
763 require that the devices be submitted in advance for approval, and the access device may be any lock box or other access
764 device that provides reasonable, timely access to the listed property. The MLS also may revoke the approval and/or subject
765 the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement.

766 767 **8.1 AUTHORIZED PROGRAMMER KEYHOLDER**

768 Real estate licensees that are associated with a Participant of the MLS will be allowed to lease a programmer key. Affiliate
769 members who are appraisers and property inspectors will be allowed to lease a programmer key with additional
770 requirements of providing copies of their E&O Insurance policy and license from the State of Arizona. Participants, their
771 salespersons and associated brokers shall not be required to use the lockbox/keysafes or programmer keys/codes. Although
772 salespersons who have not purchased a key/code may not use any other Participant's salesperson, or associated brokers
773 key/code.
774

775 **8.2 OFFICE PROGRAMMER KEYS**

776 No "Office" programmer keys will be allowed. Only one leased key per individual is allowed.
777

778 **8.3 LOST/STOLEN PROGRAMMER KEYS**

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

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

783 **8.4 LOCKBOX/KEYSAFE READING POLICY**

784 (a) Homes With A Robbery: The listing office shall cooperate in providing showing records of keysafe to the proper
785 authorities. The information will be forwarded to the police department and NOT released to the listing agent.
786

787 (b) Missing House Keys: The listing agent shall review the showing records to obtain the name of the last agent(s) to enter
788 the property, and will have the responsibility of tracking down the missing keys.
789

790 **8.5** Before a keysafe is placed on a property the MLS Participant shall obtain written authorization from the property
791 owners. Nothing shall prevent the owner's right to refuse to have a keysafe on their property.
792

793 **8.6** Failure to secure property or to replace property keys into a keybox may be subject to a fine.
794

795 **8.7** A call to the listing office should be made before showing the property to:
796

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

800 Only after the listing office has confirmed that the property can be shown at the requested time may the selling agent
801 proceed to the property.
802

803 **8.8 REMOVING KEYS FROM THE LISTED PROPERTY.** Only the owner of the Lockbox may remove the keys from
804 a listed property unless the Lockbox owner grants permission to another Subscriber to do so. If the Lockbox placed on a
805 property is borrowed from another Subscriber, the authorized Listing Subscriber may grant permission to another Subscriber
806 to remove the keys from the listed property.
807

808 If an agent showing the property opens a keysafe and discovers that the house keys are missing, he/she should contact the
809 listing agent/office to report the missing keys immediately.
810

811 **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
812 to make an appointment with the listing broker to show the property or obtain showing instructions.
813

814 **8.10 TIMELY REMOVAL OF LOCKBOX.** A LOCKBOX MUST BE REMOVED FROM THE PROPERTY WITHIN
815 TWO (2) Days after the date that the Listing status is changed to sold, leased, cancelled, or expired.
816

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

818 By becoming and remaining a Participant or Subscriber, each Participant and Subscriber agrees to be subject to these Rules
819 and any other MLS governance provisions. The MLS may, through the administrative and hearing procedures established in
820 these Rules, impose discipline for violations of these Rules and/or any other MLS governance provisions. Discipline that
821 may be imposed may only consist of one or more of the following:
822

- 823 (a) Letter of warning
- 824 (b) Letter of reprimand
- 825 (c) Listing may be moved to "withdrawn" status where the participant has refused or failed to timely report status changes.
826 Prior to removal of any listing from the MLS, the participant shall be advised of the intended removal so the participant
827 can advise his or her client(s).
- 828 (d) Attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscriber can
829 reasonably attend taking into consideration cost, location, and duration.
830
- 831

- 832 (e) Appropriate, reasonable fine not to exceed \$15,000.
833 (f) Suspension of MLS rights, privileges and services for not less than thirty (30) days or more than one (1) year
834 (g) Termination of MLS rights, privileges and services with no right to reapply for a specified period not to exceed three
835 (3) years.
836

837 **Note 1:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of
838 discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in
839 abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS
840 rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the
841 suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary
842 status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact
843 that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other
844 forms of discipline which will not be held in abeyance.
845

846 **Note 2:** MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year
847 before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may
848 allow more administrative sanctions for violations of listing information provided by participants and subscribers before
849 requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's
850 participant and the participant is required to attend the hearing of a subscriber who has received more than three (3)
851 administrative sanctions within a calendar year. (Adopted 11/20) M
852

853 **9.1 MLS FEES AND CHARGES**

854 The Board of Directors (BOD) is responsible for establishing fees and charges for services that are provided by the MLS.
855 The BOD is also responsible for establishing fines or other penalties that shall be imposed for violations of these Rules. The
856 schedule of fines shall be adopted as Policy and may be amended from time to time as approved by the BOD. Fees and fines
857 shall be published on the CAAR website and in such other forms as the BOD may direct.
858

859 **9.2 PENALTIES FOR VIOLATIONS OF THESE RULES**

860 The Policies that govern the application of fines or penalties for violations of these rules are contained in the RCMLS
861 Penalty Policy. A copy of this Policy can be found on the CAAR website. If two or more violations exist with respect to a
862 single Listing and these violations are identified at the same time, the violations shall be noticed and handled together.
863

864 **9.3 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT**

865 Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including
866 photographs, images, audio or video recordings and virtual tours, shall send notice of such alleged unauthorized use to the
867 MLS. Such notice shall be in writing, specifically identify, the allegedly unauthorized content, and be delivered to MLS not
868 more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged
869 unauthorized use and display of listing content in a court of law without first completing the notice and response procedures
870 outlined in this Section 9.3 of the MLS rules.
871

872 Upon receiving a notice, the committee (Board of Directors) will send the notice to the participant who is accused of
873 unauthorized use. Within ten (10) days from receipt. The participant must either: 1) remove the allegedly unauthorized
874 content, or 2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted will be
875 considered by the Committee (Board of Directors) and a decision of whether it establishes authority to use the listing content
876 will be made within thirty (30) days.
877

878 If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of
879 Directors) may issue a sanction pursuant to Section 9 of the MLS rules, including a request to remove and/or stop the use of
880 the unauthorized content within then (10) days after transmittal of the decision. If the unauthorized use stems from a
881 violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.
882

883 If after ten (10) days following transmittal of the Committee's (Board of Director's) determination the alleged violation
884 remains uncured (i.e., the content is not removed or the rules violation remains uncured), then the complaining party may
885 seek action through a court of law. (Adopted 6/2019)
886

887 **9.4 MLS RULES VIOLATIONS**

888 MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining
889 participant has first exhausted the remedies provided in these rules. (Adopted 6/2019)
890

891 **9.5 COMPLIANCE WITH RULES**

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

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

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9.6 APPLICABILITY OF RULES TO SUBSCRIBERS

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

9.7 NOTICES

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

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

9.8 CONSIDERATION OF ALLEGED VIOLATIONS

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

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

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

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

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

10.6 OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

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

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

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

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

To qualify for this safe harbor, the OSP must:

- (1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.

- 1022 (2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
1023 (3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the
1024 OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly
1025 remove allegedly infringing material. The alleged infringer may submit a counter-notice that the
1026 OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit
1027 within ten (10) days, then the OSP may restore the removed material.
1028 (4) Have no actual knowledge of any complained-of infringing activity.
1029 (5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
1030 (6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is
1031 capable of controlling such activity.
1032 Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement
1033 liability. For more information see 17 U.S.C. §512.
1034

1035 *The term MLS compilation, as used in Sections 3, 5, 9 and 10 herein, shall be construed to include any format in
1036 which property listing data is collected and disseminated to the participants, including but not limited to bound
1037 book, loose-leaf binder, computer database, card file, or any other format whatsoever.

1038
1039 **10.6.2** All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Central
1040 Arizona Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Central Arizona
1041 Association of REALTORS®.
1042

1043 **10.6.3** Each participant shall be entitled to lease from the Central Arizona Association of REALTORS® a number of copies of
1044 each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or
1045 certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy
1046 the rental fee set by the association.
1047

1048 Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.
1049

1050 **10.7 USE OF COPYRIGHTED MLS COMPILATIONS**

1051 **10.7.1 DISTRIBUTION:**

1052 Use of information developed by or published by a Board MLS is strictly limited to the activities authorized under a
1053 Participant's licensure(s) or certification and unauthorized users are prohibited. Further, none of the foregoing is intended to
1054 convey 'Participation' or 'Membership' or any right of access to information developed by or published by a Board MLS
1055 where access to such information is prohibited by law.
1056

1057 **10.7.2 DISPLAY:**

1058 Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS
1059 Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate
1060 ready, willing, and able buyers for the properties described in said MLS Compilation.
1061

1062 **10.7.3 COMPILATION OF CURRENT LISTING INFORMATION:**

1063 Any compilation of current listing information shall display the following notice in a conspicuous manner:
1064

1065 *"Notice to Association Members*

1066 Under the long-established policy of this association, the Arizona Association of REALTORS®, and the NATIONAL
1067 ASSOCIATION OF REALTORS®: 1. The broker's compensation for services rendered in respect to any listing is solely a
1068 matter of negotiation between the broker and his or her client, and is not fixed, controlled, recommended, or maintained by
1069 any persons not a party to the listing agreement. 2. The compensation paid by a listing broker to a cooperating broker in
1070 respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any
1071 person other than the listing broker."
1072

1073 **10.7.4 REPRODUCTION**

1074 Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the
1075 following limited circumstances.
1076

1077 Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers,
1078 a reasonable number of single copies of property listing data contained in the MLS Compilation which relate to any
1079 properties in which the prospective purchasers are or may, in the judgment of the Participants or their affiliated licensees, be
1080 interested.
1081
1082

1083 Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or
1084 reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale
1085 with the Participant.
1086

1087 Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form
1088 or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are
1089 authorized to have access to such information. Such information may not be transmitted or provided in any manner to any
1090 unauthorized individual, office or firm.
1091

1092 None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information,
1093 sold information, comparables, or statistical information from utilizing such information to support valuations on particular
1094 properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage
1095 purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either
1096 permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of
1097 a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such
1098 data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for
1099 this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such
1100 information is unauthorized and prohibited by these Rules and Regulations.
1101

1102 **10.8 USE OF MLS INFORMATION**

1103 **10.8.1 LIMITATIONS ON USE OF MLS INFORMATION**

1104 Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable
1105 report of the association or MLS may be used by MLS participants as the basis for aggregated demonstrations of market
1106 share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not
1107 convey the right to include in any such advertising or representation information about specific properties which are
1108 listed with other participants, or which were sold by other participants (as either listing or cooperating broker). However,
1109 any print or non-print forms of advertising or other forms of public representations based in whole or in part on information
1110 supplied by the association or its MLS must clearly demonstrate the period of time over which such claims are based and
1111 must include the following, or substantially similar, notice:
1112

1113 “Based on information from the Rim Country MLS for the period (date) through (date).”
1114

1115 **10.8.2 CHANGES IN RULES AND REGULATIONS**

1116 Amendments to the rules and regulations of the service shall be, by a 51% vote of the members of the MLS committee,
1117 subject to approval by the board of directors of the association of REALTORS®.
1118

1119 **10.8.3 ORIENTATION**

1120 Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS
1121 participant who has access to and use of MLS-generated information shall complete an orientation program of 3 classroom
1122 hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and
1123 the operation of the MLS within ninety (90) days after access has been provided.
1124

1125 Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than
1126 four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants
1127 and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers
1128 must be given the opportunity to complete any mandated additional training remotely.
1129

1130 **10.9 ONE DATA SOURCE**

1131 MLSs must offer a participant a single data feed in accordance with a participant’s licensed authorized uses.
1132

1133 At the request of a participant, MLS must provide the single data feed for that participant’s licensed uses to that participant’s
1134 designee. The designee may use the single data feed only to facilitate that participant’s licensed uses on behalf of that
1135 participant. (Adopted 3/22)M
1136

1137 **10.10 BROKERAGE BACK OFFICE FEED**

1138 That participants are entitled to use, and MLSs must provide to participants, the BBO Data, for BBO Use subject to the
1139 Terms below:
1140

1141 “BBO Data” means all real property listing and roster information in the MLS database, including all listings of all
1142 participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing participant), and (ii)
1143 fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office Feed.
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1145 “BBO Use” means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes:
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- 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.

1156 BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a
1157 participant, MLS must provide BBO Data to that participant’s designee. The designee may use the BBO Data only to
1158 facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

1159

1160 There is no option for participants to opt-out their listings from the Brokerage Back Office Feed Use as defined.

1161

1162 “Terms” mean the following:

- 1163
- 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 to the MLS’s data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
 - Use of roster information may be limited by the MLS participation agreement and license agreements.
 - Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.
 - MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that “Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants’ consent.”
- 1175 **(Adopted 3/22)M**

1176

1177 **10.11 DISPLAY OF LISTING BROKER’S OFFER OF COMPENSATION**

1178 MLSs must include the listing broker’s offer of compensation for each active listing displayed on its consumer-facing
1179 website(s) and in MLS data feeds provided to participants and subscribers and must permit MLS participants or subscribers
1180 to share such information through IDX and VOW displays or through any other form or format provided to clients and
1181 consumers. The information about the offer of compensation must be accompanied by a disclaimer stating that the offer is
1182 made only to participants of the MLS where the listing is filed. (Adopted 3/22)M

1183

1184 **10.12 PROPERTY ADDRESSES**

1185 Residential listings filed with the MLS must include a property address where one exists at the time the listing is filed. If a
1186 property address is unavailable, then the parcel identification number must be submitted at the time the listing is filed. If no
1187 address or parcel identification number is available at the time the listing is filed, the listing must, at a minimum, contain a
1188 legal description of the property sufficient to describe the location of the property. This information shall be available to
1189 participants and subscribers at the time of filing. **M**

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1191 **SECTION 11 INTERNET DATA EXCHANGE (“IDX”)**

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1193 **11.1 IDX DEFINED**

1194 IDX affords MLS Participants the ability to authorize limited electronic display of their listings by other participants and
1195 delivery of their listings by other participants via the following authorized mediums under the participant’s control: websites,
1196 mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listings. (Amended 5/17) **M**

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1198 **11.2 AUTHORIZATION**

1199 Participants’ consent for display of their listings by other participants pursuant to these rules and regulations is presumed
1200 unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a
1201 listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant’s listings, that
1202 participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have
1203 given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a
1204 listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.
1205 (Amended 05/12)

1206

1207 **11.2.3** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily
1208 visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g.,
1209 “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only
1210 when linked directly to a display that includes all required disclosures. (Amended 11/17) **M**

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11.3 PARTICIPATION

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

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

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

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

11.3.4 Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), ~~cooperative compensation offered by listing brokers, or type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm.~~ Selection of listings displayed through IDX must be independently made by each participant. (Amended 3/22)M

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

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

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

11.3.8 Any IDX display controlled by a participant or subscriber that

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

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

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

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

1275 **11.4 DISPLAY** Display of listing information pursuant to IDX is subject to the following rules:
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1277 **11.4.1** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all
1278 other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and
1279 users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.
1280

1281 **11.4.1.1** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.
1282

1283 **11.4.2** Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may
1284 augment their IDX displays of MLS data with applicable property information from other sources to appear on the same
1285 webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly
1286 identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or
1287 display of fewer than all of the available listings or fewer authorized fields.
1288

1289 **11.4.3** All listing displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the
1290 listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median
1291 used in the display of listing data. (Amended 3/22) **M** Displays of minimal information (e.g., "thumbnails", text messages,
1292 "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display
1293 that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered
1294 electronically to the registered consumer performing the property search or linked to through the devices application. (Amended
1295 5/17)
1296

1297 **11.4.4** Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through
1298 IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or
1299 regulation.
1300

1301 **11.4.5** All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal
1302 information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this
1303 requirement but only when linked directly to a display that includes all required disclosures.
1304

1305 **11.4.6** Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is
1306 provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to
1307 identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not
1308 guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect
1309 participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails", text messages,
1310 "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly
1311 to a display that includes all required disclosures.
1312

1313 **11.4.7** The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no
1314 instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX
1315 display, whichever is fewer. (Amended 11/17)
1316

1317 **11.4.8** The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding
1318 participatory rights in this MLS.
1319

1320 **11.4.9** Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds
1321 participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other
1322 sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing
1323 was obtained. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200]
1324 characters or less) are exempt from this requirement but only when linked directly to a display that includes all
1325 required disclosures.
1326

1327 **11.4.10** Display of expired, withdrawn, and sold listings* is prohibited. To comply with this requirement MLSs must, if
1328 requested by a participant, promptly provide basic downloading of all active listings, sold* listing data starting from January
1329 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not
1330 exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which
1331 a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic
1332 forms of display or distribution.
1333

1334 *Note: If "sold" information is not publicly accessible, ~~sold listings can be removed from the MLSs' IDX feeds/downloads~~
1335 display of sales price may be prohibited. "Publicly accessible" sold information as used in IDX policy and rules, means data
1336 that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs
1337 must provide for its participants' IDX displays publicly accessible sold information maintained by the MLS starting January
1338 1, 2012. (Amended 3/22) **M**
1339

1340 **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.

1341
1342 **11.4.12** Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is
1343 prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's
1344 logo and contact information is larger than that of any third party.

1345
1346 **11.5 SERVICE FEES AND CHARGES**

1347 Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

1348
1349 **SECTION 12 – VOW (Virtual Office Website)**

1350
1351 **Section 12.1 (a):** A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s
1352 website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the
1353 Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the
1354 opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A
1355 non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a
1356 VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and
1357 accountability.

1358
1359 (b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and
1360 sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight,
1361 supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant,
1362 by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

1363
1364 (c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf
1365 of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP
1366 has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No
1367 AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more
1368 Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf
1369 the AVP operates a VOW.

1370
1371 (d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold
1372 data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

1373
1374 **Section 12.2 (a):** The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the
1375 MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs
1376 may operate a master website with links to the VOWs of the other offices.

1377
1378 (b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on
1379 behalf of a Participant by an AVP, may provide other features, information, or functions, i.e., Internet Data Exchange
1380 (“IDX”).

1381
1382 (c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission
1383 from other MLS Participants whose listings will be displayed on the Participant’s VOW.

1384
1385 **Section 12.3 (a):** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her
1386 VOW, the Participant must take each of the following steps:

- 1387
1388 (i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law),
1389 including completion of all actions required by state law in connection with providing real estate brokerage services to
1390 clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all
1391 applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
- 1392 (ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an
1393 email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use
1394 (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is
1395 valid and that the Registrant has agreed to the Terms of Use.
- 1396 (iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different
1397 from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and
1398 password or may allow the Registrant to establish its user name and password. The Participant must also assure that
1399 any email address is associated with only one user name and password.

1400
1401 (b) The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the
1402 password. The Participant must at all times maintain a record of the name, email address, user name, and current password

1403 of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of
1404 the Registrant's password.

1405
1406 (c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS
1407 Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email
1408 address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The
1409 Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

1410
1411 (a) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or
1412 otherwise) to, a "Terms of Use" provision that provides at least the following:

- 1413
1414 (i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
1415 (ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-
1416 commercial use;
1417 (iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through
1418 the VOW;
1419 (iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with
1420 the Registrant's consideration of the purchase or sale of an individual property;
1421 (v) That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS
1422 database.

1423
1424 (e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation
1425 agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and
1426 Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant
1427 must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely
1428 by mouse click.

1429
1430 (f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly
1431 authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring
1432 display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to
1433 between the Participant and the Registrant.

1434
1435 **Section 12.4:** A Participant's VOW must prominently display an e-mail address, telephone number, or specific
1436 identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask
1437 questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or
1438 sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants
1439 about properties within the market area served by that Participant and displayed on the VOW.

1440
1441 **Section 12.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation,
1442 "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security
1443 protection such as firewalls as long as this requirement does not impose security obligations greater than those employed
1444 concurrently by the MLS.

1445
1446 **Section 12.6 (a):** A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively
1447 directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker
1448 shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the
1449 Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery
1450 mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their
1451 property displayed on the Internet.

1452
1453 (b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address
1454 displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar)
1455 provision:

1456
1457 **Seller Opt-Out Form**

1458 1. Please check either Option a or Option b

1459
1460 a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

1461 OR

1462 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
1463 Internet.

1464
1465 2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the
1466 Internet will not see information about the listed property in response to their search.

1467
1468
1469 initials of seller

1470
1471 (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
1472 listing goes off the market, whichever is greater.

1473
1474 **Section 12.7 (a):** Subject to subsection (b), a Participant's VOW may allow third-parties:

- 1475
1476 (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in
1477 immediate conjunction with particular listings, or
1478 (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate
1479 conjunction with the listing

1480
1481 (b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those
1482 features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS
1483 that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites.
1484 Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional
1485 judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled
1486 "at the request of the seller."

1487
1488 **Section 12.8:** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments
1489 from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that
1490 supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove
1491 any false information relating to a specific property within 48 hours following receipt of a communication from the listing
1492 broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove
1493 any data or information that simply reflects good faith opinion, advice, or professional judgment.

1494
1495 **Section 12.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once
1496 every three (3) days.

1497
1498 **Section 12.10:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other
1499 applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing
1500 Information to any person or entity.

1501
1502 **Section 12.11:** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways
1503 in which information that they provide may be used.

1504
1505 **Section 12.12:** A participant's VOW may exclude listings from display based only on objective criteria, including, but not
1506 limited to, factors such as geography, list price, or type of property. ~~cooperative compensation offered by listing broker and~~
1507 ~~whether the listing broker is a REALTOR®.~~ **(Amended 3/22)M**

1508
1509 **Section 12.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its
1510 intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for
1511 purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

1512
1513 **Section 12.14:** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who
1514 operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf.
1515 However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the
1516 Participant.

1517
1518 **Section 12.15:** A Participant's VOW may not make available for search by, or display to, Registrants any of the following
1519 information:

- 1520
1521 (a) Expired and withdrawn listings.
1522
1523 (b) The compensation offered to other MLS Participants.
1524
1525 (c) The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
1526
1527 (d) The seller's and occupant's name(s), phone number(s), or e-mail address(es).
1528
1529 (e) Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed
1530 property.

1531
1532 **Section 12.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from
1533 the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional
1534 information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of
1535 such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on
1536 VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields
1537
1538 **Section 12.17:** A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing
1539 Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW
1540 may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.
1541
1542 **Section 12.18:** A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing
1543 firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller
1544 than the median typeface used in the display of listing data.
1545
1546 **Section 12.19:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more
1547 than one hundred (100) or five percent (5%) of the current listings in the MLS, whichever is less, and not more than one
1548 hundred (100) or five percent (5%) of the sold listings in the MLS, whichever is less, in response to any inquiry.
1549
1550 **Section 12.20:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.
1551
1552 **Section 12.21:** A Participant may display advertising and the identification of other entities ("co-branding") on any VOW
1553 the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW
1554 deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be
1555 deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a
1556 VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of
1557 every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of
1558 the AVP and larger than that of any third party.
1559
1560 **Section 12.22:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources,
1561 including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.
1562
1563 **Section 12.23:** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including
1564 from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.
1565
1566 **Section 12.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by
1567 the MLS.
1568
1569 **Section 12.25:** Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of
1570 the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS
1571 within 48 hours.