

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

3 *Revised 2016*
4

5 **SECTION 1. PREAMBLE**

6 The Central Arizona Board of REALTORS® Multiple Listing Service, herein referred to as The Rim Country Multiple
7 Listing Service, (MLS) is a service whereby Participants make blanket unilateral offers of cooperation and compensation to
8 the other Participants (acting either as buyers agents, or in other agency or nonagency capacities defined by law or both) and
9 is a service for the orderly correlation and dissemination of listing information among the Participants so that they may
10 better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance
11 as procuring cause of the sale (or lease).
12

13 **1.1 JURISDICTION OF CENTRAL ARIZONA BOARD OF REALTORS® ASSOCIATION MULTIPLE LISTING
14 SERVICES**

15 The jurisdiction of the MLS is not limited to the jurisdiction of the Central Arizona Board of REALTORS® (CABR). The
16 MLS area will encompass areas between Tonto Basin and Young and Heber/Overgaard and Happy Jack. The authority of
17 the MLS to require offices of the participant, or a participant's firm to participate in the MLS is limited to offices located
18 within the jurisdiction of the CABR.
19

20 **COMPLIANCE**

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

26 **SECTION 2. DEFINITIONS**
27

28 **2.1** Wherever the word "filed" or "delivered" is used herein, it refers to input in the computer system of the MLS.
29

30 **2.2 THE RIM COUNTRY MULTIPLE LISTING SERVICE (RCMLS) DEFINED**

31 A multiple listing service is a means of enhancing cooperation among participants, a means by which information is
32 accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real
33 property for bona fide clients and customers and a means by which participants engaging in real estate appraisal contribute
34 to common databases.
35

36 While offers of compensation made by listing brokers to cooperating brokers through MLS are unconditional, a listing
37 broker's obligation to compensate a cooperating broker who was the procuring cause of sale (or lease) may be excused if it
38 is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable
39 care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing
40 agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be
41 determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it
42 was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the
43 listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the
44 commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated
45 to cooperating brokers that the commission established in the listing agreement might not be paid.
46

47 **2.3 DEFINITION OF MLS PARTICIPANT**

48 Any REALTOR® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting
49 on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to
50 participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs
51 incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to
52 Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate broker's license and
53 offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory
54 agency to engage in the appraisal of real property. Use of information developed by or published by a Board Multiple
55 Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and
56 unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or
57 any right of access to information developed by or published by a Board Multiple Listing Service where access to such
58 information is prohibited by law.
59

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

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

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

81 **2.3.1 RULES FOR ASSISTANTS**

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

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

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

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

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

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

107 **2.4.1 Exclusive Right to Sell Listing**

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

115 **2.4.2 Exclusive Agency Listing**

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

119 **2.4.3 Open Listing**

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

122 **2.4.4 Net Listing**

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

130 131 **2.4.5 Limited Service Listing**

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

139 140 **2.5 STATUS DEFINITIONS**

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

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

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

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

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

158 159 **2.6 PROPERTY DEFINITIONS**

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

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

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

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

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

179 180 **2.7 DEFINITION OF "BEDROOM"**

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

182 183 **SECTION 3. MEMBERSHIP RIGHTS AND RESPONSIBILITIES**

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

192 Listing participants or their representatives have the right to participate in the presentation of any counter-offer made by a
193 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
194 or lessee (except where the cooperating broker is a sub-agent). However, if a purchaser or lessee gives written instructions to
195 the cooperating broker that the listing broker may not be present when a counter-offer is presented, the listing broker has a
196 right to a copy of those instructions.

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

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

203 204 **3.2 MLS ANTITRUST COMPLIANCE POLICY**

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

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

- 211 1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services.
- 212
213 2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating
214 brokers.
- 215
216 3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should
217 directly relate to the costs incurred in bringing services to new participants.
- 218
219 4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of
220 property information necessary to ensure accuracy or consistency in MLS compilations.
- 221
222 5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
- 223
224 6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS
225 compilation solely on the basis that the property is listed on an exclusive agency basis.
- 226
227 7. Prohibit or discourage participants from taking "office exclusive" listings; certification may be required from the seller or
228 listing broker that the listing is being withheld from the MLS at the direction of the seller.
- 229
230 8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented
231 by other participants. **Interpretation 10*
- 232
233 9. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers,
234 landlords, or tenants.
- 235
236 10. Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
- 237
238 11. Prohibit or discourage participants or subscribers from participating in political activities. **Interpretation 15*
- 239
240 12. Interfere in or restrict participants in their relationships with their affiliated licensees. **Interpretation 16 and 17*

241
242 As used in this policy, "rule" includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other
243 governance provisions, whether mandatory or not.

244
245 These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to
246 agreements entered into by the MLS or Central Arizona Board of REALTORS® and an agency of government, and to final
247 decrees of courts or administrative agencies.

248
249 **The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the NATIONAL*
250 *ASSOCIATION OF REALTORS®.*

251 252 **SECTION 4. STRUCTURE**

253 254 **4.1 ADMINISTRATION**

256 **4.2 TRADEMARK AND LOGO LAW**

257

258 **4.2.1 NATURE OF SERVICE MARK AND NECESSITY TO EFFECT LICENSE AGREEMENT TO USE**

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

265

266 **4.2.2 SPECIAL NOTE CONCERNING MLS SERVICE MARK**

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

271

272 **4.2.3 USE OF MLS LOGO BY NONMEMBER PARTICIPANTS** In any state where law requires that brokers
273 (principals) who are not REALTORS® be admitted to the multiple listing service of an association of REALTORS®, or in
274 any association which has voluntarily opened its MLS to nonmember brokers and/or appraisers, the official registered
275 multiple listing service logo of the National Association should not be used by such a non-association member. Such use
276 would be a misrepresentation and would violate the registration rights of the NATIONAL ASSOCIATION OF
277 REALTORS®, the lawful owner of said collective service mark. Where such non-association member advertises that he is a
278 member of the multiple listing service of an association of REALTORS®, the multiple listing service may properly require
279 that such participant of the service additionally indicate in his advertisement that he is not a member of the association of
280 REALTORS®.

281

282 **4.3 PROHIBITIONS**

283

284 **4.3.1 INFORMATION FOR PARTICIPANTS ONLY**

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

287

288 **4.3.2 ‘FOR SALE’ SIGNS**

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

290

291 **4.3.3 “SOLD” SIGNS**

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

294

295 **4.3.4 SOLICITATION OF LISTING FILED WITH THE SERVICE**

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

298

299 **4.3.5 USE OF THE TERM MLS AND MULTIPLE LISTING SERVICE**

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

307

308 **4.4 SERVICE CHARGES**

309

310 **4.4.1 SERVICE FEES AND CHARGES**

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

315

316 **4.5 MEETINGS**

317

318 **4.5.1 MEETINGS OF THE MLS COMMITTEE**

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

321
322 **4.5.2 MEETINGS OF MLS PARTICIPANTS**

323 The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.
324

325 **4.5.3 CONDUCT OF THE MEETINGS**

326 The Chairperson, or Vice Chairperson, shall preside at all meetings or, in their absence a temporary Chairperson from the
327 membership of the Committee shall be named by the Chairperson or, upon their failure to do so, by the Committee.
328

329 **SECTION 5 LISTINGS**

330
331 **5.1 LISTING PROCEDURES**

332 Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, located
333 within the territorial jurisdiction of the Board of REALTORS® taken by Participants on Exclusive Authorization And Right
334 To Sell Listing Contract and Exclusive Agency Contracts shall be delivered along with the "Listing Data Form" to the MLS
335 within 72 hours after all necessary signatures of seller(s) and listing broker have been obtained. If available, each property
336 listed with the MLS shall be listed with its correct 911 address. Only properties that are zoned for both commercial and
337 residential use may be entered into the MLS more than once. Property may not be listed more than once in any category at
338 the same time, with the exception of lot and home combinations.
339

- 340 (a) Residential
- 341 (b) Land
- 342 (c) Multi-Family (d) Commercial
- 343 (e) Rental
- 344

345 Acceptable Forms: The Multiple Listing Service shall make available access to electronically generated Listing Data Forms.
346

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

- 350
- 351 1. May reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the
352 Participants.
- 353 2. Assure that no listing form filed with the MLS established, directly or indirectly, any contractual relationship between the
354 MLS and the client (buyer or seller).
- 355

356 The MLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other
357 forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other
358 Participants of the MLS acting as subagents, buyer agents, or both.
359

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

- 362 (a) exclusive authorization and right to sell
- 363 (b) exclusive agency
- 364

365 The Service will not accept open or net listings.
366

367 **5.2 LISTING SUBJECT TO RULES AND REGULATIONS OF THE SERVICE**

368 Any listing taken on a contract to be filed with the MLS is subject to the Rules and Regulations of the Service upon
369 signature of the seller.
370

371 **5.3 DETAIL ON LISTINGS FILED WITH THE SERVICE**

372 A Listing Agreement or Property Data Form, when filed with the MLS by the listing broker, shall be complete and accurate
373 in every detail which is ascertainable as specified on the Property Data Form. The MLS listing must show the current
374 owner of the property unless written documentation from the Seller is provided stating that the ownership information is
375 not to be published.
376

377 The Broker is responsible for the input of his listing from the field. At random, the MLS may request a copy of the Listing
378 Contract and the Property Data Form from the Broker to ensure compliance with the Rules and Regulations. A copy of the
379 Forms must be given to the MLS within two business days of request.
380

381 **5.4 EXEMPTED LISTINGS**

382 If the seller refuses to permit the listing to be disseminated by the Service, the REALTOR® may then take the listing
383 (“Office Exclusive”) and such listing shall be kept in the Broker’s file at his office. The listing should be accompanied by a
384 certification signed by the seller that he does not desire the listing to be disseminated by the Service. In the event the Seller
385 requests an “office exclusive” listing be added to the MLS compilation, the listing shall be accompanied by a certification
386 signed by the Seller that he does desire the listing to be disseminated by the service.
387

388 Change of Status of Listing - Any change in listed price or other change in the original listing agreement shall be made only
389 when authorized in writing by the seller and shall be filed with the Service within twenty-four (24) hours (excepting
390 weekends, holidays, and postal holidays) after the authorized change is received by the listing broker.
391

392 **5.5 WITHDRAWN OR CANCELLED LISTING PRIOR TO EXPIRATION**

393 Listings of property may be withdrawn or cancelled from the MLS by the listing broker before the expiration date of the
394 listing agreement as defined in 2.5.4. Sellers do not have the unilateral right to require an MLS to withdraw a listing without
395 the listing broker’s concurrence.
396

397 **5.6 CONTINGENCIES APPLICABLE TO LISTINGS**

398 Any contingencies or conditions of any listing shall be specified and noticed to the Participant’s in the REALTOR® remarks
399 section.
400

401 **5.7 LISTING PRICE SPECIFIED**

402 The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation
403 of current listings unless the property is subject to auction and no listed price is specified in the agreement. Listing price is
404 for real estate only. Personal property (i.e., club memberships, furnishings and vehicles) shall not be included in list price.
405

406 **5.8 LISTING MULTIPLE UNIT PROPERTIES**

407 All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the
408 Property Data Form. When part of the listed property has been sold, proper notification should be given to the MLS.
409

410 **5.9 CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS**

411 The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by
412 Participants. Further, the MLS shall not fix, control, recommend, or maintain the division of commissions or fees between
413 cooperating Participants or between Participants and nonparticipants.
414

415 **5.10 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS**

416 Listings placed in the MLS will automatically be removed from the compilation of current listings on the expiration date
417 specified in the agreement unless prior to that date the MLS receives notice that the listing has been extended or renewed.
418

419 If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the
420 extension or renewal will be published in the same manner as a new listing if 30 days or more have passed. Extensions and
421 renewals of listings must be signed by the seller(s) and filed with the Service.
422

423 **5.11 TERMINATION DATE ON LISTINGS**

424 Listings filed with the Service shall bear a termination date as negotiated between the listing broker and the seller.
425

426 **5.12 JURISDICTION**

427 Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to
428 the Service. Listings of property located outside the MLS’s jurisdiction will be accepted but cannot be required by the
429 Service.
430

431 **5.13 LISTINGS OF SUSPENDED PARTICIPANTS**

432 When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the
433 Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure
434 to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the
435 participant’s option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the
436 MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant
437 has been suspended from the association (except where MLS participation without association membership is permitted by
438 law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide
439 MLS services, including continued inclusion of the suspended participant’s listings in the MLS compilation of current listing
440 information. Prior to any removal of a suspended participant’s listings from the MLS, the suspended participant should be
441 advised, in writing, of the intended removal so that the suspended participant may advise his clients.
442

443 **5.14 LISTINGS OF EXPELLED PARTICIPANTS**

444 When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the
445 Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure

446 to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the
447 participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the
448 MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has
449 been expelled from the association (except where MLS participation without association membership is permitted by law) or
450 MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS
451 services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing
452 information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be
453 advised, in writing, of the intended removal so that the expelled participant may advise his clients.
454

455 **5.15 LISTINGS OF RESIGNED PARTICIPANTS**

456 When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the
457 resigned Participant's listings in the MLS compilation of current listing information.
458

459 **5.16 PROTECTION CLAUSES IN ASSOCIATION MLS STANDARD LISTING CONTRACTS**

460 The Broker protection period contained in the MLS Listing form shall not contain any specific time period therein, but shall
461 contain a blank space to indicate that the time period of such protection period is negotiable between the property owner and
462 the listing broker.
463

464 **5.17 PHOTOGRAPHS, RENDERINGS, FLOOR PLANS**

465 At a minimum, PRIMARY photo must be input with all listings in order for the listing to be active, except where sellers
466 expressly direct that photographs of their property not appear in MLS compilations. All photographs, floor plans and
467 renderings that appear in the MLS system for a listed property shall be a picture of either the exterior or interior of that listed
468 property, a view of the surrounding area from that listed property, or a view of specific community amenities associated with
469 the Homeowners Association of that listed property. At least one of the photographs provided must be of the subject
470 property. (amended July 2014)
471

472 Photographs, floor plans or renderings, will not include people or text (e.g. agent, broker, real estate brokerage names,
473 images or logos, phone numbers, facsimile numbers, e-mail addresses, hyperlink(s), HTML coding or any likenesses thereof
474 of any kind.) Unless prior permission is given, an agent may not copy or use for any purpose a photograph, floor plan or
475 rendering from another agent's listing.
476

477 CABR shall have the right to immediately delete any photograph, floor plan or rendering that is not in compliance with this
478 rule.
479

480 **5.18 VIRTUAL / VIDEO TOURS**

481 The MLS System includes a feature that allows the listing agent to include a virtual or video tour for a listed property. A
482 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
483 the surrounding area from that listed property or a view of specific community amenities associated with the Homeowners
484 Association of that listed property.
485

486 An agent may not copy and use for any purpose a virtual or video tour from another agent's listing. Any virtual or video
487 tour that is not in compliance with this rule shall be a violation of the rules and shall be handled in accordance with MLS
488 Rules. In addition, CABR shall have the right to delete any virtual tours that are not in compliance with this rule.
489

490 **5.19 DAYS ON MARKET**

491 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
492 without reflecting the cumulative days on market. It is a flagrant violation of the Rules and Regulations for multiple
493 listing(s) for a property to be canceled and re-listed or altered in any way for the purpose of eliminating or falsifying the
494 cumulative number of days on market.
495

496 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
497 accordance with MLS Rules. In addition CABR shall have the right to immediately demand copies of the listing(s) as they
498 deem necessary to ascertain if a violation has been committed.
499

500 **SECTION 6 SELLING PROCEDURES**

501 **6.1 SHOWINGS AND NEGOTIATIONS**

502 Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple
503 Listing Service shall be conducted through the listing broker except under the following circumstances:
504

- 505
- 506 (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
 - 507 (b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the
 - 508 listing broker, at his option, may preclude such direct negotiations by cooperating brokers.
509

510 **6.2 PRESENTATION OF OFFERS**

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

513
514 **6.3 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS**

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

519
520 **6.4 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER**

521 The cooperating broker or his representative has the right to participate in the presentation to the seller or lessor of any offer
522 he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the
523 seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the
524 cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the
525 right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to
526 control the establishment of appointments for such presentations.

527
528 **6.4.1 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER**

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

534
535 **6.5 REPORTING OF SALES TO THE SERVICE**

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

540
541 **6.6 REPORTING RESOLUTIONS OF CONTINGENCIES**

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

544
545 **6.7 ADVERTISING OF LISTING FILED WITH THE SERVICE**

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

548
549 **6.8 REPORTING CANCELLATION OF PENDING SALE**

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

552
553 **6.9 DISCLOSING THE EXISTENCE OF OFFERS**

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

557
558 **6.10 AVAILABILITY OF LISTED PROPERTY**

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

560
561 **6.11 REFUSAL TO SELL**

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

565
566 **SECTION 7 DIVISION OF COMMISSIONS**

567
568 **7.1. COOPERATIVE COMPENSATION SPECIFIED ON EACH LISTING**

569 The listing broker shall specify, on each listing filed with the MLS, the compensation offered to other MLS Participants for
570 their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined
571 by the cooperating broker's performance as the procuring cause of sale (or lease). The listing broker's obligation to
572 compensate any cooperating broker as the procuring cause of sale (or lease) may be excused if it is determined through
573 arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible

574 or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances,
575 entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration
576 hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or
577 financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at
578 what point in the transaction did the listing broker know (or should have known) that some or all of the commission
579 established in the listing agreement might not be paid; and how promptly had the listing broker communicated to
580 cooperating brokers that the commission established in the listing agreement might not be paid.

581
582 The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential
583 and appropriate requirement by an association multiple listing service is that the information to be published shall clearly
584 inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the
585 listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by
586 the MLS shall be shown in one of the following forms:

- 587
588 1. by showing a percentage of the gross selling price
589 2. by showing a definite dollar amount

590
591 Only listings offering compensation greater than “0” will be accepted by the MLS.

592
593 In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making
594 blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with
595 the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is
596 necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.

597
598 The listing broker retains the right to determine the amount of compensation offered to other participants (acting as
599 subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different.
600 This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation
601 indicated on any listing published by the MLS provided the listing broker informs the other broker in writing in advance of
602 submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any
603 agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as
604 either a percentage of the gross sales price or as a flat dollar amount.

605
606 The listing broker may, from time to time, adjust the compensation offered to other MLS Participants prior to a contract
607 being presented for consideration. Any adjustment shall be reflected immediately in the multiple listing service.

608
609 Listing brokers are to communicate to potential cooperating brokers that gross commissions established in listing contracts
610 are subject to court approval and that compensation payable to cooperating brokers may be reduced if the gross commission
611 established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to
612 court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the
613 potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior
614 to the time they submit an offer that ultimately results in a successful transaction.

615
616 Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement,
617 from modifying the cooperative compensation to be paid in the event of a successful transaction.

618
619 Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale.
620 As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to
621 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
622 all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential
623 short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a
624 potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how
625 any reduction in the gross commission established in the listing contract required by the lender as a condition of
626 approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and
627 confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields
628 or confidential “remarks” available only to participants and subscribers.

629 630 **7.1.1 DISCLOSING POTENTIAL SHORT SALES**

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

634
635 When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the
636 gross commission established in the listing contract, required by the lender as a condition of approving the sale, will
637 be apportioned between listing and cooperating participants.

638
639 Where participants communicate to other participants how any reduction in the gross commission established in the
640 listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and
641 cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in
642 the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced
643 within 24 hours of receipt of notification from the lender. The potential for any changes in commission or
644 compensation as provided above must be disclosed in private remarks.
645

646 **7.2 PARTICIPANT AS PRINCIPAL**

647 If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in property,
648 the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed
649 with the MLS and such information shall be disseminated to all MLS Participants.
650

651 **7.3 PARTICIPANT AS PURCHASER**

652 If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an
653 interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing
654 broker not later than the time an offer to purchase is submitted to the listing broker.
655

656 **7.4 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS**

657 The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a
658 specified commission if the property is sold/leased by the listing broker without assistance. And a different commission if
659 the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified
660 commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker
661 and a different commission if the sale/lease results through the efforts of the seller/landlord) shall be disclosed by the listing
662 broker in a manner specified by the MLS. The listing broker shall, in response to inquiries from potential cooperating
663 brokers, disclose the differential that would result in either a cooperative transaction, or alternatively in a sale/lease that
664 results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant
665 representation must disclose such information to their client before the client makes an offer to purchase or lease.
666

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

668 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
669 his property. If the seller authorizes the use of a lock box other than the MLS approved CABR Keybox System (which are
670 loaned at no charge through CABR), the property will be required to have both the MLS approved CABR Keybox System
671 (which are loaned at no charge) or other MLS approved lockbox system in addition to any make/model authorized by the
672 seller(s). The purpose of this requirement is to ensure participants have timely access to listed properties. The MLS may
673 require that the devices be submitted in advance for approval, and the access device may be any lock box or other access
674 device that provides reasonable, timely access to the listed property. The MLS also may revoke the approval and/or subject
675 the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement.
676

677 **8.1 AUTHORIZED PROGRAMMER KEYHOLDER**

678 Real estate licensees that are associated with a Participant of the MLS will be allowed to lease a programmer key. Affiliate
679 members who are appraisers and property inspectors will be allowed to lease a programmer key with additional
680 requirements of providing copies of their E&O Insurance policy and license from the State of Arizona. Participants, their
681 salespersons and associated brokers shall not be required to use the lockbox/key safes or programmer keys/codes. Although
682 salespersons who have not purchased a key/code may not use any other Participant's salesperson, or associated brokers
683 key/code.
684

685 **8.2 OFFICE PROGRAMMER KEYS**

686 No "Office" programmer keys will be allowed. Only one leased key per individual is allowed.
687

688 **8.3 LOST/STOLEN PROGRAMMER KEYS**

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

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

692 (b) MLS participants shall agree to terms prescribed by the current vendor supplying programmer key service.
693

694 **8.4 LOCKBOX/KEYSAFE READING POLICY**

695 (a) Homes With A Robbery: The listing office shall cooperate in providing showing records of keysafe to the proper
696 authorities. The information will be forwarded to the police department and NOT released to the listing agent.
697

698 (b) Missing House Keys: The listing agent shall review the showing records to obtain the name of the last agent(s) to enter
699 the property, and will have the responsibility of tracking down the missing keys.
700

701 **8.5** Before a keysafe is placed on a property the MLS Participant shall obtain written authorization from the property
702 owners. Nothing shall prevent the owner's right to refuse to have a keysafe on their property.

703
704 **8.6** Failure to secure property or to replace property keys into a keybox may be subject to a fine.

705
706 **8.7** A call to the listing office should be made before showing the property to:

- 707
708 (a) Disclose their agency status, if applicable.
709 (b) Insure that a vacant house does not have new tenants in it.
710 (c) Insure that the residents will not be disturbed or inconvenienced.

711
712 Only after the listing office has confirmed that the property can be shown at the requested time may the selling agent
713 proceed to the property.

714
715 **8.8** If an agent showing the property opens a keysafe and discovers that the house keys are missing, he/she should contact
716 the listing agent/office to report the missing keys immediately.

717
718 **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
719 to make an appointment with the listing broker to show the property or obtain showing instructions.

720
721 **SECTION 9 COMPLIANCE WITH RULES – AUTHORITY TO IMPOSE DISCIPLINE**

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

- 726
727 (a) Letter of warning
728 (b) Letter of reprimand
729 (c) Listing may be moved to "withdrawn" status where the participant has refused or failed to timely report status changes.
730 Prior to removal of any listing from the MLS, the participant shall be advised of the intended removal so the participant
731 can advise his or her client(s).
732 (d) Attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscriber can
733 reasonably attend taking into consideration cost, location, and duration
734 (e) A fine not to exceed \$15,000
735 (f) Suspension of MLS rights, privileges and services for not less than thirty (30) days or more than one year
736 (g) Termination of MLS rights, privileges and services with no right to reapply for a specified period not to exceed three
737 (3) years

738
739 **Note:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of
740 discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in
741 abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS
742 rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the
743 suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary
744 status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact
745 that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other
746 forms of discipline which will not be held in abeyance.

747
748 **9.1 MLS FEES AND CHARGES**

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

753
754 **9.2 PENALTIES FOR VIOLATIONS OF THESE RULES**

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

758
759 **9.3 COMPLIANCE WITH RULES**

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

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

764

765 **9.4 APPLICABILITY OF RULES TO SUBSCRIBERS**

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

771 **9.5 NOTICES**

772 Notices of violations and applicable fines associated with those violations shall be delivered according to the procedures
773 defined in the MLS Penalty Policy as adopted by the BOD and amended from time to time. Subscribers shall be responsible
774 for maintaining current contact information, including mailing and e-mail addresses with MLS and with the CABR. Any
775 notices required or permitted by these Rules to be sent by MLS may be sent by either of the following two methods.
776

- 777
- 778 (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
779 MLS system. Electronic messages are instantaneous. Therefore, Notice shall be deemed to have been constructively
780 delivered at the time the e-mail message is sent to the recipient.
 - 781
 - 782 (b) By U.S. Postal Service (USPS) mail to a postal address on file for a Subscriber or Participant at the postal address
783 shown for the Participant's office in the MLS Roster Database. Notice shall be deemed to have been constructively
784 delivered two (2) USPS Service Days after being deposited in the USPS system for delivery.
- 785

786 **9.6 CONSIDERATION OF ALLEGED VIOLATIONS**

787 The committee shall give consideration to all written complaints having to do with violations of the rules and regulations.
788

789 **SECTION 9.7 VIOLATIONS OF RULES AND REGULATIONS**

790 If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical
791 conduct or request for arbitration, it may be administratively considered and determined by the multiple listing service
792 committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of
793 such sanction may request a hearing before the professional standards committee of the Arizona Association of REALTORS®
794 in accordance with the bylaws and rules and regulations of the Central Arizona Board of REALTORS® within twenty (20) days
795 following receipt of the committee's decision.
796

797 If, rather than conducting an administrative review, the multiple listing committee has a procedure established to conduct
798 hearings, the decision of the multiple listing committee may be appealed to the board of directors of the Arizona Association
799 of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical
800 conduct shall be referred to the Arizona Association of REALTORS® grievance committee for processing in accordance with
801 the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be
802 referred directly to the board of directors of the Arizona Association of REALTORS®.
803

804 **SECTION 9.8 COMPLAINTS OF UNETHICAL CONDUCT**

805 All other complaints of unethical conduct shall be referred by the committee to the secretary of the Arizona Association of
806 REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's
807 bylaws.
808

809 **SECTION 10 MLS INFORMATION**

810 **10.1 CONFIDENTIALITY OF MLS INFORMATION**

811 Any information provided by the MLS to the Participants shall be considered official information of the Service. Such
812 information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated
813 with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to
814 engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.
815
816

817 **10.2 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION**

818 The information published and disseminated by the Service is communicated verbatim, without change by the Service, as
819 filed with the Service by the Participant. The Service does not verify such information provided and disclaims any
820 responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any
821 inaccuracy or inadequacy of the information such Participant provides.
822

823 **10.3 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION**

824 Board Members who are actively engaged in real estate brokerage, management, appraising, land development, or building,
825 but who do not participate in the MLS, are nonetheless entitled to receive all information other than current listing
826 information that is generated wholly or in part by the MLS including 'comparable' information, 'sold' information, and
827 statistical reports. This information is provided for the exclusive use of Board Members and individuals affiliated with

828 Board Members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in
829 any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.
830

831 **10.4 INCLUSION OF EXPIRED OR WITHDRAWN LISTINGS IN AN ASSOCIATION'S COMPARABLE** 832 **REPORT OR OTHER REPORT OF STATISTICAL INFORMATION**

833 Any information concerning expired or withdrawn listings included in an association's comparable report or other report of
834 statistical information shall be clearly indicated as expired or withdrawn so that the users of such information will be aware
835 of the actual status of such listings.
836

837 **10.5 STATISTICAL REPORTS**

838 Statistical reports, sold information, and other informational reports derived from the MLS are available to REALTORS®
839 who do not participate in the MLS but who are engaged in real estate brokerage, management, mortgage financing,
840 appraising, land development, or building. Additional expenses incurred in providing such information to REALTORS®
841 who do not participate in the MLS may be included in the price charged for such information. Any information provided
842 may not be transmitted, retransmitted, or provided in any manner to any individual, office or firm except as otherwise
843 authorized in the MLS rules and regulations.
844

845 It is strongly recommended that any irrelevant information such as the names of current or former owners, or information
846 concerning the sales commission or the compensation offered or paid to cooperating brokers be deleted. Statistical reports,
847 sold information and other informational reports derived from the MLS shall be given to government agencies if requested.
848

849 **10.6 OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS**

850
851 **10.6.1** By the act of submission of any property listing content to the MLS, the Participant represents that he has been
852 authorized to grant and thereby does grant authority for the MLS to include the property listing content in its copyrighted
853 MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to,
854 photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing
855 information, and other details or information related to listed property.
856

857 **10.6.2** All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the
858 Central Arizona Board of REALTORS® and in the copyrights therein, shall at all times remain vested in the Central Arizona
859 Board of REALTORS®.
860

861 **10.6.3** Each participant shall be entitled to lease from the Central Arizona Board of REALTORS® a number of copies of each
862 MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified
863 appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental
864 fee set by the association.
865

866 Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.
867

868 **10.7 USE OF COPYRIGHTED MLS COMPILATIONS**

869
870 **10.7.1 DISTRIBUTION:** Use of information developed by or published by a Board MLS is strictly limited to the activities
871 authorized under a Participant's licensure(s) or certification and unauthorized users are prohibited. Further, none of the
872 foregoing is intended to convey 'Participation' or 'Membership' or any right of access to information developed by or
873 published by a Board MLS where access to such information is prohibited by law.
874

875 **10.7.2 DISPLAY:** Participants, and those persons affiliated as licensees with such Participants, shall be permitted to
876 display the MLS Compilation to prospective purchasers only in conjunction with their ordinary business activities of
877 attempting to locate ready, willing, and able buyers for the properties described in said MLS Compilation.
878

879 **10.7.3 COMPILATION OF CURRENT LISTING INFORMATION:** Any compilation of current listing information
880 shall display the following notice in a conspicuous manner:
881

882 *"Notice to Association Members*

883 Under the long-established policy of this association, the Arizona Association of REALTORS®, and the NATIONAL
884 ASSOCIATION OF REALTORS®: 1. The broker's compensation for services rendered in respect to any listing is solely a
885 matter of negotiation between the broker and his or her client, and is not fixed, controlled, recommended, or maintained by
886 any persons not a party to the listing agreement. 2. The compensation paid by a listing broker to a cooperating broker in
887 respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any
888 person other than the listing broker."
889

890 **10.7.4 REPRODUCTION**

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

893
894 Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers,
895 a reasonable number of single copies of property listing data contained in the MLS Compilation which relate to any
896 properties in which the prospective purchasers are or may, in the judgment of the Participants or their affiliated licensees, be
897 interested.

898
899 Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or
900 reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale
901 with the Participant.

902
903 Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form
904 or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are
905 authorized to have access to such information. Such information may not be transmitted or provided in any manner to any
906 unauthorized individual, office or firm.

907
908 None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information,
909 sold information, comparables, or statistical information from utilizing such information to support valuations on particular
910 properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage
911 purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either
912 permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of
913 a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such
914 data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for
915 this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such
916 information is unauthorized and prohibited by these Rules and Regulations.

917 **10.8 USE OF MLS INFORMATION**

918 **10.8.1 LIMITATIONS ON USE OF MLS INFORMATION**

919
920 Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable
921 report of the association or MLS may be used by MLS participants as the basis for aggregated demonstrations of market
922 share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not
923 convey the right to include in any such advertising or representation information about specific properties which are
924 listed with other participants, or which were sold by other participants (as either listing or cooperating broker). However,
925 any print or non-print forms of advertising or other forms of public representations based in whole or in part on information
926 supplied by the association or its MLS must clearly demonstrate the period of time over which such claims are based and
927 must include the following, or substantially similar, notice:

928
929 “Based on information from the Rim Country MLS for the period (date) through (date).”

930 **10.8.2 CHANGES IN RULES AND REGULATIONS**

931
932 Amendments to the rules and regulations of the service shall be by a 51% vote of the members of the MLS committee,
933 subject to approval by the board of directors of the association of REALTORS®.

934 **10.8.3 ORIENTATION**

935
936 Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS
937 participant who has access to and use of MLS-generated information shall complete an orientation program of 3 classroom
938 hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and
939 the operation of the MLS within ninety (90) days after access has been provided.

940
941 Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than
942 four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants
943 and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers
944 must be given the opportunity to complete any mandated additional training remotely.

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

946 **11.1 IDX DEFINED**

947
948 IDX affords MLS Participants the ability to authorize limited electronic display of their listings by other participants.

949 **11.2 AUTHORIZATION**

950
951 Participants’ consent for display of their listings by other participants pursuant to these rules and regulations is presumed
952 unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a
953 listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant’s listings, that
954

955 participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have
956 given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a
957 listing-by-listing basis where the seller has prohibited all Internet display.
958

959 **11.3 PARTICIPATION**

960 Participation in IDX is available to all MLS participants who are REALTORS® and who consent to display of their listings
961 by other participants.
962

963 **11.3.1** Participants must notify the MLS of their intention to display IDX information and must give the MLS
964 direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.
965

966 **11.3.2** MLS participants may not use IDX-provided listings for any purpose other than display as provided for in
967 these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.
968

969 **11.3.3** Listings, including property addresses, can be included in IDX displays except where a seller has directed
970 their listing broker to withhold their listing or the listing's property address from all display on the Internet
971 (including, but not limited to, publicly-accessible websites or VOWs).
972

973 **11.3.4** Participants may select the listings they choose to display on their IDX sites based only on objective criteria
974 including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, type of
975 property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation
976 offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service
977 being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by
978 each Participant.
979

980 **11.3.5** Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at
981 least once every 12 hours.
982

983 **11.3.6** Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX
984 site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the
985 MLS database available to any person or entity.
986

987 **11.3.7** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under
988 which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules,
989 "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS
990 rules.
991

992 **11.3.8** Any IDX display controlled by a participant or subscriber that

- 994 (a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or
995 reviews in immediate conjunction with particular listings, or
- 996
- 997 (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction
998 with the listing,
999

1000 either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller.
1001 The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these
1002 features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to
1003 Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning
1004 any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been
1005 disabled at the request of the seller.
1006

1007 **11.3.9** Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the
1008 accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the
1009 MLS and that relates to a specific property. Participants shall correct or remove any false data or information
1010 relating to a specific property upon receipt of a communication from the listing broker or listing agent for the
1011 property explaining why the data or information is false. However, participants shall not be obligated to remove or
1012 correct any data or information that simply reflects good faith opinion, advice, or professional judgment.
1013

1014 **11.3.10** An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other
1015 brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are
1016 consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those
1017 MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of

1018 multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search
1019 results page; and that Participants may display listings from each IDX feed on a single webpage or display.

1020 1021 **11.4 DISPLAY**

1022 Display of listing information pursuant to IDX is subject to the following rules:

1023
1024 **11.4.1** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all
1025 other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and
1026 users (e.g. cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

1027
1028 **11.4.1.1** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

1029
1030 **11.4.2** Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may
1031 augment their IDX displays of MLS data with applicable property information from other sources to appear on the same
1032 webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly
1033 identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or
1034 display of fewer than all of the available listings or fewer authorized fields.

1035
1036 **11.4.3** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible
1037 color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g.,
1038 "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but
1039 only when linked directly to a display that includes all required disclosures.

1040
1041 **11.4.4** Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through
1042 IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or
1043 regulation.

1044
1045 **11.4.5** All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal
1046 information (e.g., "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this
1047 requirement but only when linked directly to a display that includes all required disclosures.

1048
1049 **11.4.6** Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is
1050 provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to
1051 identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not
1052 guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect
1053 participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails," text messages,
1054 "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly
1055 to a display that includes all required disclosures.

1056
1057 **11.4.7** The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no
1058 instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX
1059 display, whichever is fewer.

1060
1061 **11.4.8** The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding
1062 participatory rights in this MLS.

1063
1064 **11.4.9** Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds
1065 participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other
1066 sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing
1067 was obtained. Displays of minimal information (e.g., "thumbnails," text messages, "tweets," etc., of two hundred [200]
1068 characters or less) are exempt from this requirement but only when linked directly to a display that includes all
1069 required disclosures.

1070
1071 **11.4.10** Display of expired, withdrawn, pending, and sold listings* is prohibited.

1072
1073 *Note: If "sold" information is publicly accessible, display of "sold" listings may not be prohibited.

1074
1075 **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.

1076
1077 **11.4.12** Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is
1078 prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's
1079 logo and contact information is larger than that of any third party.

1080 1081 **11.5 SERVICE FEES AND CHARGES**

1082 Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

1083

1084 **SECTION 12 – VOW (Virtual Office Website)**

1085

1086 **Section 12.1 (a):** A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s
1087 website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the
1088 Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the
1089 opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A
1090 non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a
1091 VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and
1092 accountability.

1093

1094 (b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and
1095 sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight,
1096 supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant,
1097 by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

1098

1099 (c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf
1100 of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP
1101 has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No
1102 AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more
1103 Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf
1104 the AVP operates a VOW.

1105

1106 (d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold
1107 data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

1108

1109 **Section 12.2 (a):** The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the
1110 MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs
1111 may operate a master website with links to the VOWs of the other offices.

1112

1113 (b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on
1114 behalf of a Participant by an AVP, may provide other features, information, or functions, i.e., Internet Data Exchange
1115 (“IDX”).

1116

1117 (c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission
1118 from other MLS Participants whose listings will be displayed on the Participant’s VOW.

1119

1120 **Section 12.3 (a):** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her
1121 VOW, the Participant must take each of the following steps:

1122

1123 (i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law),
1124 including completion of all actions required by state law in connection with providing real estate brokerage services to
1125 clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all
1126 applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

1127 (ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an
1128 email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use
1129 (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is
1130 valid and that the Registrant has agreed to the Terms of Use.

1131 (iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different
1132 from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and
1133 password or may allow the Registrant to establish its user name and password. The Participant must also assure that
1134 any email address is associated with only one user name and password.

1135

1136 (b) The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the
1137 password. The Participant must at all times maintain a record of the name, email address, user name, and current password
1138 of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of
1139 the Registrant’s password.

1140

1141 (c) If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS
1142 Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email
1143 address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The
1144 Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

1145

- 1146 (a) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or
1147 otherwise) to, a “Terms of Use” provision that provides at least the following:
1148
1149 (i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
1150 (ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-
1151 commercial use;
1152 (iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through
1153 the VOW;
1154 (iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with
1155 the Registrant’s consideration of the purchase or sale of an individual property;
1156 (v) That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS
1157 database.
1158
1159 (e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation
1160 agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and
1161 Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant
1162 must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely
1163 by mouse click.
1164
1165 (f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly
1166 authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring
1167 display of Participants’ listings by the VOW. The Agreement may also include such other provisions as may be agreed to
1168 between the Participant and the Registrant.
1169

1170 **Section 12.4:** A Participant’s VOW must prominently display an e-mail address, telephone number, or specific
1171 identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask
1172 questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or
1173 sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants
1174 about properties within the market area served by that Participant and displayed on the VOW.
1175

1176 **Section 12.5:** A Participant’s VOW must employ reasonable efforts to monitor for, and prevent, misappropriation,
1177 “scraping”, and other unauthorized use of MLS Listing Information. A Participant’s VOW shall utilize appropriate security
1178 protection such as firewalls as long as this requirement does not impose security obligations greater than those employed
1179 concurrently by the MLS.
1180

1181 **Section 12.6 (a):** A Participant’s VOW shall not display listings or property addresses of any seller who has affirmatively
1182 directed the listing broker to withhold the seller’s listing or property address from display on the Internet. The listing broker
1183 shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the
1184 Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery
1185 mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their
1186 property displayed on the Internet.
1187

1188 (b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address
1189 displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar)
1190 provision:
1191

1192 **Seller Opt-Out Form**

1193 1. Please check either Option a or Option b

1194 a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

1195 OR

1196 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
1197 Internet.
1198

1199 2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the
1200 Internet will not see information about the listed property in response to their search.
1201

1202 _____
1203 initials of seller
1204

1205 (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
1206 listing goes off the market, whichever is greater.
1207

1208 **Section 12.7 (a):** Subject to subsection (b), a Participant’s VOW may allow third-parties:
1209

1210
1211 (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in
1212 immediate conjunction with particular listings, or
1213 (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate
1214 conjunction with the listing
1215
1216 (b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those
1217 features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS
1218 that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites.
1219 Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional
1220 judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled
1221 "at the request of the seller."
1222
1223 **Section 12.8:** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments
1224 from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that
1225 supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove
1226 any false information relating to a specific property within 48 hours following receipt of a communication from the listing
1227 broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove
1228 any data or information that simply reflects good faith opinion, advice, or professional judgment.
1229
1230 **Section 12.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once
1231 every three (3) days.
1232
1233 **Section 12.10:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other
1234 applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing
1235 Information to any person or entity.
1236
1237 **Section 12.11:** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways
1238 in which information that they provide may be used.
1239
1240 **Section 12.12:** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not
1241 limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and
1242 whether the listing broker is a REALTOR®.
1243
1244 **Section 12.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its
1245 intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for
1246 purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.
1247
1248 **Section 12.14:** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who
1249 operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf.
1250 However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the
1251 Participant.
1252
1253 **Section 12.15:** A Participant's VOW may not make available for search by, or display to, Registrants any of the following
1254 information:
1255
1256 (a) Expired and withdrawn listings.
1257
1258 (b) The compensation offered to other MLS Participants.
1259
1260 (c) The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
1261
1262 (d) The seller's and occupant's name(s), phone number(s), or e-mail address(es).
1263
1264 (e) Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed
1265 property.
1266
1267 **Section 12.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from
1268 the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional
1269 information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of
1270 such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on
1271 VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields
1272

1273 **Section 12.17:** A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing
1274 Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW
1275 may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.
1276

1277 **Section 12.18:** A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing
1278 firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller
1279 than the median typeface used in the display of listing data.
1280

1281 **Section 12.19:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more
1282 than one hundred (100) or five percent (5%) of the current listings in the MLS, whichever is less, and not more than one
1283 hundred (100) or five percent (5%) of the sold listings in the MLS, whichever is less, in response to any inquiry.
1284

1285 **Section 12.20:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.
1286

1287 **Section 12.21:** A Participant may display advertising and the identification of other entities ("co-branding") on any VOW
1288 the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW
1289 deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be
1290 deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a
1291 VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of
1292 every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of
1293 the AVP and larger than that of any third party.
1294

1295 **Section 12.22:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources,
1296 including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.
1297

1298 **Section 12.23:** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including
1299 from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.
1300

1301 **Section 12.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by
1302 the MLS.
1303

1304 **Section 12.25:** Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of
1305 the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS
1306 within 48 hours.