



BALDWIN | REALTORS®  
THE SOURCE FOR REAL ESTATE

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# MLS RULES AND REGULATIONS

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## Introduction

The Baldwin County Association of REALTORS® (Hereinafter referred to as the Association) shall maintain for the use of its Active Members and Non-Member licensees of the Association a Multiple Listing Service, which shall be subject to the Bylaws of the Baldwin County Association of REALTORS®, Multiple Listing Service and such Rules and Regulations as may be hereinafter adopted.

The Baldwin County Association of REALTORS®, Multiple Listing Service, Inc., (hereinafter referred to as MLS) is a means by which the authorized Participants make blanket unilateral offers of compensation to other Participants (acting either as subagents, buyer agents, or in any other agency or non-agency capacities defined by law); by which cooperation among Participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or Lease).

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# Listing Procedures

## Section 1 Listing Procedures

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the Baldwin County multiple listing service, and are taken by participants on Exclusive Right To Sell or Exclusive Agency Listing Form which includes the seller's written authorization to submit the agreement to the MLS shall be delivered to the multiple listing service within 3 business days after all necessary signatures of seller(s) have been obtained or the date the seller has given written authorization to place the listing into the Multiple Listing Service:

- a. Single Family homes for sale or exchange
- b. Vacant lots and acreage for sale or exchange
- c. Two-family, three-family and four-family residential buildings for sale or exchange
- d. Residential Single-Family, Multi-Family, or Land/Lot for Rent/Lease
- e. Deeded Boat Slips and Garages that do not require owning property within the same development and Fractional-Ownership properties.

Copies of listing agreements or property information sheets are not required to be submitted to the Service. However, the MLS department has the right, for any reason, to request a copy. Upon request, a copy must be delivered to the MLS within 2 business days (excluding Saturday, Sunday and Federal, State, and Postal Holidays).

Note 1: The multiple listing service shall not require a participant to submit listings on a form other than the form the participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form may be required as approved by the multiple listing service. However, the multiple listing service, through its legal counsel:

1. may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants
2. assure that no listing form filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other participants of the multiple listing service acting as subagents, buyer agents, or both. *(Amended 11/96)*

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. *(Amended 11/96)*

3. The different types of listing agreements include:
  - a. Exclusive Right-to-Sell
  - b. Exclusive Agency
  - c. Open
  - d. Net

The service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted, except where required by law, because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. *(Amended 4/92)*

The service may accept team and co-listings provided each subscriber is a member of the MLS in good standing.



The service will not accept a listing where the same property is listed in another MLS under the same Participant but a different Subscriber.

The service will not allow the same property listed under multiple MLS numbers in the same class.

The MLS does not allow re-use of an MLS number for multiple properties listed with the service and each new listing agreement must have a new MLS number. The exclusive right-to-sell listing is the conventional form of listing submitted to the multiple listing service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. *(Amended 4/92)*

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations. *(Amended 4/92)*

A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The Multiple Listing Service shall decline to accept open listings (except where required by law), Net listings, Auction properties, Commercial Lease, Commercial Sales, Timeshare, Mobile/Manufactured homes without real property, and it may limit its service to listings of certain kinds of property. But if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Multiple Listing Service.

A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. *(Adopted 11/92)*

**MLS Violations:** Failure to meet the required deadline as outlined in this section is categorized as a “Major” MLS compliance violation and subject to a \$100 minimum fine as outlined in Section 7 and 7.1. Re-use of a MLS listing number for multiple properties is categorized as a “Major” MLS compliance violation and subject to a \$100 minimum fine as outlined in Section 7 and 7.1. Failure to have a fully executed listing agreement before entering the listing into the MLS is considered a “Prohibited Activity” and subject to a \$250 minimum fine as outlined in Section 7 and 7.1.3.

### Section 1.1 Types of Properties

Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service at the participant’s option provided, however, that any listing submitted is entered into within the scope of the participant’s licensure as a real estate broker: *(Amended 11/91)*

**Single Family - Residential Detached:** An individual, freestanding, detached dwelling unit, typically built on a lot larger than the structure itself, resulting in an area surrounding the house, known as a yard.

**Single Family - Residential Attached:** Any property with a common wall separating single family residences. The specific style of the structure includes Condominiums, Duplex, Triplex, and 4-10 unit properties.

**Multi-Family:** These multi-family housing terms simply define the number of units contained in a single multi-family building. A duplex consists of two units per building; a triplex, three units per building; and a quadraplex, four units per building.

**Lots & Land:** All unimproved property

**Lease:** Residential Single-Family, Multi-Family, or Land/Lot for Rent/Lease.

**Land Lease:** Land without a building for lease.

**Other:** Deeded Boat Slips and Garages that do not require owning property within the same development and Fractional-Ownership properties

**MLS Violations:** Failure to use the correct property type as outlined in this section is categorized as a “minor” MLS compliance violation and subject to a \$50 minimum fine as outlined in Section 7 and 7.1

## Section 1.01 – Clear Cooperation Policy

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 3/20) Refer to Section 7.1.4 for fine structure.

### Section 1.1.1 Listings Subject to Rules and Regulations of the Service

Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s).

### Section 1.2 Detail on Listings Filed with the Service

The listing agreement or property data form, when filed with the MLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

Participant shall assure that any media, including photographs, floor plans, documents or other information pertaining to listed properties that are included in the listing information for which Participant is the designated broker, is included in the MLS System with the consent of the appropriate party (e.g., homeowner, photographer, builder, architect, etc.).

(a) Directions – The Directions field must contain driving directions that can locate the listed property starting with a specific landmark or intersection with directional or turn by turn instructions. If directions are to a model home or sales office, the Participant must specify this information in the directions field. The Directions field is for property directions only.

(b) Public Remarks – The Public Remarks field is intended to describe the physical attributes of the listed property. Buyer incentives and VRM wording is allowed. Confidential information such as showing instructions or security codes and contact information such as names, phone numbers, and email addresses are not allowed. Web site addresses are permitted provided there is no office/agent branding or links to real estate services.

(c) Agent Remarks – The Agent Remarks field shall only be displayed to other MLS subscribers and shall not be displayed to customers, clients or consumers. It shall be used to convey additional information related to the listed property or information related to the transaction of the listed property such as available financing, cash back at closing, upgrade incentives, upgrade allowances,

repair allowances, builder options, etc. Compensation related to offers of a bonus to cooperating broker must be documented in the Bonus field as mandated by Section 5 of MLS Rules. Comments related to brokerage business models or advertisements intended to recruit agents shall not be entered.

(d) Projected Closed Date – Listing agent should not let the Projected Closed Date lapse more than three business days past the date entered into Paragon. Listing agent and broker will receive an email notice once the Projected Closed Date is three business days past and will have three business days to enter a new Projected Closed Date.

MLS Violations: Failure to follow procedures as outlined in this section is categorized as a “minor” MLS compliance violation and subject to \$50 minimum fine as outlined in Section 7 and 7.1

### Section 1.2.1 Limited Service Listings

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

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller’s(s’) behalf in negotiations leading to the sale of the listed property will be identified by the Limited Services Listing being checked under “Type of Listing” Feature field in MLS “for sale” compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers’ clients, prior to initiating efforts to show or sell the property.

### Section 1.2.2 Equitable Interest Listings

Equitable interest listings entered into the system must be marked Equitable Interest = Yes and a disclaimer will be automatically placed in both the public and agent remarks that reads “This is an equitable interest listing where seller is selling only an option or assigning an interest in a contract and does not have legal title to the property.”

### Section 1.3 – Exempt Listings

If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service. (3/20)

***MLS Participants must disseminate exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation. See Section 7.1.4 for fine structure***

#### Section 1.3.1 – Brokerage Exclusive Listings

Brokerage Exclusive listings are listings that are entered into the MLS and can only be viewed by the agents

in the listing brokerage. Brokerage Exclusive listings must be entered within three (3) business days of the listing agreement date. Listing agents must have written authorization from the seller to enter a Brokerage Exclusive listing into the MLS. The listing agent will be required to forward a copy of the listing agreement or a Broker Exclusive Addendum to the MLS Department within three (3) business days of the listing agreement date. Days on market will accrue and the listing broker can convert the listing to an active MLS listing with the written approval/request of the seller.

***MLS Participants must disseminate exempt listings within one (1) business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation. See Section 7.1.4 for fine structure.***

#### Section 1.4 Change of Status of Listing

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays)) after the authorized change is received by the listing broker.

**MLS Violations:** Failure to meet the required deadline as outlined in this section is categorized as a “Major” MLS compliance violation and subject to a \$100 minimum fine as outlined in Section 7 and 7.1

#### Section 1.5 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker’s concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller. (Adopted 11/96)

Listings that are canceled or withdrawn prior to the listing expiration date cannot be reentered with a new MLS number with the same brokerage, unless the listing has been in an off market status for over 30 days. Properties that are re-listed within 30 days by another brokerage office will obtain a new MLS number and automatically have the DOM reset to 0. Cumulative Days on Market (CDOM) will reset after 90 days off market regardless of the office.

**MLS Violations:** Failure to follow procedures as outlined in this section is categorized as a “minor” MLS compliance violation and subject to \$50 minimum fine as outlined in Section 7 and 7.1

#### Section 1.6 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the participants. Contingent on Sale contingencies are required to be identified by ensuring the listing status is set to Active Under Contract and Contingent on Sale is marked under Contingency Features, and that the Contingent on Sale Addendum is uploaded, with names redacted, to the listing. If this contingency is removed during the under-contract period, then the property status must be changed to Pending status within 3 Business Days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) days of the contingent on sale contingency being lifted.

**MLS Violations:** Failure to meet the required deadline as outlined in this section is categorized as a “Major” MLS compliance violation and subject to a \$100 minimum fine as outlined in Section 7 and 7.1

## Section 1.7 Listing Price Specified

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction. *(Amended 11/92)*

### Section 1.7.1 Value Range Marketing

If the seller requests to utilize value range marketing (VRM), wording describing the VRM range will be required to be placed in both the Public and Agent remarks fields and the listing agent is required to forward a copy of the listing agreement, with seller's request to utilize value range marketing, to [compliance@baldwinREALTORS.com](mailto:compliance@baldwinREALTORS.com).

## Section 1.8 Listing Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the multiple listing service.

## Section 1.9 No Control of Commission Rates or Fees Charged by Participants

The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants.

## Section 1.10 Expiration of Listings

Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. *(Amended 11/01)*

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. *(Amended 11/01)*

## Section 1.11 Termination Date on Listings

Listings filed with the service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

## Section 1.12 Jurisdiction

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

The BCAR MLS service area is defined as the eight (8) counties outlined in CRS Data tax application as Baldwin, Mobile, Conecuh, Clarke, Washington, Monroe, Escambia (Alabama), and Escambia (Florida).

## Section 1.13 Listings of Suspended Participants

When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be

retained in the service until sold, cancelled or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients.

#### Section 1.14 Listings of Expelled Participants

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

#### Section 1.15 Listings of Resigned Participants

When a participant of the service resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned participant's listings from the MLS, the resigned participant should be advised, in writing, of the intended removal so that the resigned participant may advise his clients.

#### Section 1.16: Transfer of Listings Between Brokerages

The MLS will allow electronic transfers of listings within branch offices of a brokerage but will not allow a transfer of listings between brokerages. If an Agent transfers to a different Broker the Active Listing Broker may transfer to the listing to himself, another agent, or be cancelled.

#### Section 1.17 Photos/Virtual Tours

Multiple Listing Services may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations.

All photographs submitted for inclusion in the MLS shall not contain any text (watermarks, branding, and/or comments) overlaying the property photo except for New Construction as indicated below. Company/Broker/Agent logos shall comply always with the following rules:

- A) Listings in any status shall have at least one (1) photo upon entering the listing into the Multiple Listing Service.
- B) The Primary view photo of a Residential Single-Family, Multi-Family, Other-Fractional

Ownership, and Residential Single-Family Lease listing must be a picture showing the structure of the property prominently. It may not be an interior photo or view from the property.

- C) New construction listings must have a drawing, elevation, or structure picture with a watermark of “Facsimile” or similar on the picture. New Construction listing must also state the estimated completion date in Public Remarks. The main view picture must be updated within 5 days of closing of the finished structure.
- D) Land/Lot and Land Lease listings required to have at least 1 main view picture of either plat map, graphic of lot with dimensions, picture of lot or subdivision sign
- E) No photo shall be placed in the MLS that the broker/agent does not own or does not have written permission to use.
- F) All Agent photos must be of the agent only. No pictures of the company logo or alternatives are allowed

**MLS Violations:** Failure to post photos as outlined in this section is categorized as a “minor” MLS compliance violation and subject to a \$50 minimum fine as outlined in Section 7 and 7.1

**Virtual Tours:**

Notwithstanding the provisions of Section 1 of this Policy, a Subscriber, and/or Authorized user of the MLS shall be permitted to:

- 1) Insert into public REMARKS a text link to a virtual tour of that listed property and/or
- 2) Insert a text link to a virtual tour in the MLS of the listed property. All links to any virtual tours of listed properties in the MLS shall adhere to the following criteria:
  - a. The link must direct the user only to the virtual tour page of that listed property
  - b. The virtual tour shall not contain any Subscriber and/or Authorized User contact information or links which will direct the user away from the virtual tour being viewed
  - c. The link name (text) shall not contain all or any part of the Subscriber’s and/or Authorized User’s name, telephone, website address, email address, or company name.

**MLS Violations:** Failure to post videos as outlined in this section is categorized as a “minor” MLS compliance violation and subject to a \$50 minimum fine as outlined in Section 7 and 7.1

Section 1.18 Documenting PPIN properly within Listings

The following are requirements when putting PPIN information into a listing. The BCAR MLS tax product will auto-populate many listing fields based on the PPIN entered when adding a listing however, there are conditions where the county tax department may not have generated a PPIN before the listing is entered. Currently our tax product supports parcel id’s for Baldwin, Mobile, Escambia-AL, Escambia-FL, and Conecuh counties. For those listings where is PPIN is not available please do the following:

- 1) New Sub Divisions or lots that are approved by the Planning and Zoning department for subdivision but don’t have a PPIN must use “NEW SUB” in the PPIN field
- 2) On pre-construction condo’s you must enter “PRE CONST” in the PPIN field
- 3) On properties outside Baldwin County you may enter the county name in the PPIN field

**MLS Violations:** Failure to follow procedures as outlined in this section is categorized as a “minor” MLS compliance violation and subject to a \$50 minimum fine as outlined in Section 7 and 7.1

## Section 1.19 Mobile and Manufactured

All mobile or manufactured homes must be marked correctly under Features area when entering the listing. The mobile / manufactured home must be sold with real property (land) otherwise it is considered personal property and may not be listed on the MLS.

**MLS Violations:** Failure to follow procedures as outlined in this section is categorized as a “minor” MLS compliance violation and subject to a \$50 minimum fine as outlined in Section 7 and 7.1

## Section 1.20 Active Listing that can't be shown for > 30 Days

For properties that are not available to show for greater than 30 days the member must add a comment to either Public or Agent Remarks stating either the date range that the property is unavailable to be shown or a specify a specific date when Showings can be scheduled

**MLS Violations:** Failure to follow procedures as outlined in this section is categorized as a “minor” MLS compliance violation and subject to a \$50 minimum fine as outlined in Section 7 and 7.1

## Section 1.21 MLS Listing Status Codes

### **Active - Active / A**

The listing is on market and an offer has not been accepted. Seller/lessor is allowing showings and soliciting offers through the MLS.

### **Active – Under Contract/ AUC**

An offer has been accepted but the listing is still on market. Seller/lessor is allowing showings and soliciting offers through the MLS.

Active Under contract listings will be syndicated and will accrue Days Under Contract.

### **Active – New Construction / ANC**

New construction listings that have broken ground and construction is underway do not accrue days on market. Properties can stay in this status for 180 days or less. Once the listing reaches 180 days, Paragon will automatically change the status to active and days on market will reset to zero. The listing agent can manually change the listing to active if the certificate of occupancy is received within the 180-day period.

### **Cancelled / CN**

The listing contract has been terminated. Only broker and Office Administrators may change a listing to a cancelled status.

### **Closed / CL**

The purchase agreement has been fulfilled and the title transferred.

### **Coming Soon / CMS**

Coming soon is an optional, off market, status wherein a listing contract has been executed. This status indicates that the seller and broker are preparing the property for sale. The seller is not soliciting offers through the MLS and the property is not available for showing. For policy reference Section 1.22.

### **Expired - X**

The listing contract has expired.

### **Leased - L**

The lease agreement has been executed.



### **Pending / P**

An offer has been accepted and the listing is no longer on the market.

### **Temporarily Off the Market – Act Agmt / T**

The listing was taken off market temporarily however, a valid listing agreement is in place between the broker/agent and seller.

### **Withdrawn / W**

The listing has been withdrawn from the market, with no intention of returning to active, but a contract still exists between the seller and broker.

## Section 1.22 Coming Soon Listing Policy

“Coming Soon” is an optional, off market, status wherein there is a listing contract between the seller and the broker. This status indicates that the seller and the broker are preparing the property for sale. For example: make repairs, order professional photographs, complete general property maintenance or for a personal reason of the seller. The use of this status is not intended to give the listing broker an advantage in finding a buyer for the property to the detriment of the participating brokers or to circumvent the selling of property on an open market.

Baldwin REALTORS MLS will accept a listing before it is available to be shown for up to 30 days with a signed listing agreement and “Coming Soon” listing addendum.

### RULES:

1. **Listing Entry and Addendum:** The property must be entered into the MLS with the listing status of “Coming Soon” and the “Coming Soon Addendum” or similar wording, uploaded to the listing within 3 business days of a signed listing agreement.

***MLS Participants must disseminate exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation. See Section 7.1.4 for fine structure.***

2. **Advertising:** Advertising is allowed once the property has been entered in “Coming Soon” status within the MLS. Coming Soon properties are syndicated outside the MLS.
3. **Showings/Viewings:** Property is not available for showing/viewing including the seller or licensee until the listing status is changed to “Active” in the MLS. Showings include previews, open houses (broker or public), viewings that are in person, or viewings via mobile devices, video, social media, or any other electronic means.

If the listing is shown by *anyone* while in a coming soon status, or upon the listing agent becoming aware of the showing, the listing agent is responsible for marking the listing active in the system immediately.

4. **On Market Date:** If “Coming Soon” status is chosen then the “Expected On-Market Date” field becomes a required field and will be locked after the listing is saved. This date cannot exceed 30 days from the date the listing is submitted.
5. **Moving to Active Status:** If the property is ready to show, market or receive offers prior to the expected-on-market date the status can be manually updated to active. Coming Soon listings, will automatically update after 30 days from the Authorized MLS Entry Date.

6. **Days on Market:** DOM will accumulate during the period it is in Coming Soon status but will reset back to zero (0) Days on Market when the property status is changed to active.
7. **Photo:** Listing agent can place up to fifty (50) photos on a coming soon listing.
8. **Offers:** Sellers may not view or be notified of any details of an offer until the listing is changed to an active status in the BR MLS.
9. **Status Changes:** The listing broker may re-list a property in Coming Soon only when:
  - A. The listing has been in Expired or Cancelled status for over 30 days,
  - B. The property is listed with a new brokerage firm,
  - C. The property has been sold
  - D. Listings cannot be transferred from any other status to Coming Soon (except from active new construction to coming soon)
10. **Fines:** – Reference fine policy for 7.1.5 Coming Soon Violations

### Section 1.23 Property Addresses

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

### Section 1.24 MLS Policy Statement: Non-filtering of Listings

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

## Selling Procedures

### Section 2 Showings and Negotiations

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the multiple listing service shall be conducted through the listing broker, except under the following circumstances:

- a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. *(Amended 4/92)*
- c) SentiLock is the recommended lockbox for all listings in the MLS
- d) Showing or entering a property without approval from listing broker, listing agent or seller is not allowed.

MLS Violations: Failure to follow procedures as outlined in this section is categorized as a "major" MLS compliance violation and subject to \$100 minimum fine as outlined in Section 7 and 7.1.

## Section 2.1 Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so. (Amended 4/92)

## Section 2.2 Submission of Written Offers and Counter-offers

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

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. (Amended 11/05)

## Section 2.3 Right of Cooperating Broker in Presentation of Offer

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer 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 seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 4/92)

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

## Section 2.4 Right of Listing Broker in Presentation of Counter-offer

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93)

### Section 2.4.1 REO/Bank Owned/HUD Property Disclosure REO Disclosure:

Participants and subscribers submitting foreclosure, bank-owned, or real estate owned listings to the service shall disclose said status upon submission of the listing service. Disclosure must include:

1. PUBLIC REMARKS must contain "Alabama Right of Redemption may apply"
2. PUBLIC REMARKS or AGENT REMARKS must contain the foreclosure deed date.
3. Foreclosure checkbox must be checked under "Terms of Sale"

**MLS Violations:** Failure to follow procedures as outlined in this section is categorized as a "minor" MLS compliance violation and subject to a \$50 minimum fine as outlined in Section 7 and 7.1

## Section 2.5 Reporting Sales to the Service

Status changes, including final closing of sales, sales prices, selling office, selling agent, and terms, shall be reported to the multiple listing service by the listing broker within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 24 hours unless a time of essence timeframe is specified in purchased agreement. The listing broker shall report them to the MLS within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) after receiving noticed from the cooperating broker *(Amended 11/11)*

The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. *(Amended 11/01)*

**MLS Violations:** Failure to follow procedures as outlined in this section is categorized as a “Major” MLS compliance violation and subject to a \$100 minimum fine as outlined in Section 7 and 7.1

## Section 2.6 Reporting Resolutions of Contingencies

The listing broker shall report to the multiple listing service within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.

**MLS Violations:** Failure to follow procedures as outlined in this section is categorized as a “Major” MLS compliance violation and subject to a \$100 minimum fine as outlined in Section 7 and 7.1

## Section 2.7 Advertising of Listings Filed with the Service

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

## Section 2.8 Reporting Cancellation of Pending Sale

The listing broker shall report within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately.

Any listing that is moved from Pending back to Active listing status must ensure that a fully executed Release and Cancellation of Purchase Agreement is in place.

**MLS Violations:** Failure to follow procedures as outlined in this section is categorized as a “Major” MLS compliance violation and subject to a \$100 minimum fine as outlined in Section 7 and 7.1

## Section 2.9 Disclosing the Existence of Offers

Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller’s approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose if asked whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. *(Amended 11/08)*

## Section 2.10 Availability of Listed Property

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

*(Adopted 11/05)*

## Refusal to Sell

### Section 3 Refusal to Sell

If the seller of any listed property filed with the multiple listing service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the service and to all participants.

## Prohibitions

### Section 4 Information for Participants Only

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

#### Section 4.1 For Sale Signs

Only the for-sale sign of the listing broker may be placed on a property. *(Amended 11/89)*

For Sale signs must be removed by broker within 5 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) of a property being Cancelled, Expired, Leased, or Closed.

**MLS Violations:** Failure to follow procedures as outlined in this section is categorized as a “major” MLS compliance violation and will be fined an automatic \$100 fine as outlined in Section 7 and 7.1 and continue to be fined every three days until the sign is removed.

#### Section 4.2 Sold Signs

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. *(Amended 4/96)*

Post-closing a sold sign may remain on the property if the agent has received approval from the new owner and submitted a letter, email, or agreement from the owner to the MLS.

**MLS Violations:** Failure to follow procedures as outlined in this section is categorized as a “minor” MLS compliance violation and subject to a \$50 minimum fine as outlined in Section 7 and 7.1

#### Section 4.3 Solicitation of Listing Filed with the Service

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

#### Section 4.4 Use of the Terms MLS and Multiple Listing Service

No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. *(Adopted 11/07)*

## Section 4.5 Services Advertised as “Free”

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (Adopted 3/22)

## Division of Commissions

### Section 5 Compensation Specified on Each Listing

The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker’s performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker’s obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (*Amended 11/98*)

In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. \* (*Amended 11/96*)

Offers of compensation (e.g. bonuses) to the cooperating broker, in addition to the amount offered in the required compensation fields, must be documented in the Bonus field only, and are considered an unconditional compensation offering. Any compensation offerings entered into the Bonus field shall not reduce the amount entered into the required compensation fields. The Bonus information shall be expressed as a dollar amount or be able to equate bonus to cash equivalent.

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

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount (*Amended 5/10*)

**Note:** MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation). (*Adopted 5/08*)

While MLSs are not required to authorize participants to offer cooperative compensation based on net sale prices,

those that do permit such offers must define “seller concessions” for purposes other than new construction, unless that term is defined by applicable state law or regulation. The following definition of “seller concessions” is suggested but not required for adoption:

Points paid by seller on behalf of buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed, down payment assistance, additions or alterations not considered deferred maintenance, and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed upon monetary value. *(Adopted 05/12)*

The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different. *(Amended 11/96)*

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. *(Amended 5/10)*

**Note 1:** The multiple listing service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the association multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The association multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

**Note 2:** The listing broker may, from time to time, adjust the compensation offered to other multiple listing service participants for their services with respect to any listing by advance published notice to the service so that all participants will be advised. *(Amended 4/92)*

**Note 3:** The multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing broker.

**Note 4:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. *(Amended 5/10)*

**Note 5:** Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. *(Adopted 11/05)*

**Note 6:** Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all

deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers. *(Amended 5/09)*Section 5.0.1 Disclosing Potential Short Sales

### Section 5.0.1 Disclosing Potential Short Sales

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. *(Amended 5/09)*

MLS compliance requires the listing broker to ensure the following wording is included within the following listing areas:

- A) REMARKS: “Potential short sale. All offers subject to lender approval:
- B) AGENT REMARKS: “All offers subject to lender approval. Commission may be adjusted by lender and shared proportionally by listing and selling broker”
- C) Terms of Sale: Potential Short Sale checkbox must be checked

Under REMARKS you may change “Potential Short Sale” to “Approved Short Sale” only when the listing broker has documented approval from the lender and Seller on an acceptable list price.

If an offer is accepted by the Seller but still contingent upon bank approval the listing status must be changed to Pending

Where participants communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 48-hours of receipt of notification from the lender. *(Adopted 5/10)*

**MLS Violations:** Failure to follow procedures as outlined in this section is categorized as a “minor” MLS compliance violation and subject to a \$50 minimum fine as outlined in Section 7 and 7.1

### Section 5.1 Participant as Principal

If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service participants.

### Section 5.2 Participant as Purchaser



If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant wishes to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. *(Adopted 2/92)*

### Section 5.3 Dual or Variable Rate Commission Arrangements

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. *(Amended 5/01)*

### Section 5.4 Display of Listing Broker's Offer of Compensation

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

*The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.*

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

## Service Charges

### Section 6.1 Service Fees and Charges

Fees for the operation of the MLS are set by the Board of Directors of the Service. The fees will be set annually to reflect the cost of the operation of the Service and notice will be given to all Participants:

(a). **Initial Participation Fee:** An applicant for participation in the Service shall pay an application fee as set by the Board of Directors.

All licensed REALTORS® must subscribe to BR within fifteen days of the effective date of licensure with a subscribing Broker. Failure to do so will result in a fine of \$50.00.

**Note:** The initial participation fee shall approximate the cost of bringing the service to the participant. All new MLS participants and subscribers along with returning users will pay the Initial Participation fee if inactive for 90 days or more

(b). **Recurring Participation Fee:** The annual participation fee of each participant shall be an amount equal to \$519.00 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the fiscal year of the multiple listing service. Fees shall be prorated on a monthly basis.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker participants to sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated (Amended 8/18)

Subscriber Fees (billed and due annually) Subscriber fees shall be determined by the Board of Directors each year based on the cost of providing MLS Service, are due and payable annually and will be billed to each subscriber forty-five (45) calendar days in advance. Any subscriber who has not paid by the Bill Due Date will be denied access until payment is received. In addition to any annual fees due, late fees are to be assessed at \$50.00 per subscriber if not paid by close of business on June 15th. Reinstatement Fees are \$75.00 for each subscriber after 31 days late and each office will be assessed \$200.00 per subscriber in each office who has not paid or the office has not provided the Status/Change Form for termination of that member. If the office does not pay the fine within 30 days of notification, all services for the office will be suspended.

**Note 1:** A multiple listing service may elect to have such fees payable on a quarterly or even monthly basis. However, added administrative services are necessitated by increased frequency of such payments

**Note 2:** Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (Amended 11/17)

(c). Notification of New, Inactive, or Transferring Agents: All Designated REALTORS®/Broker shall notify the BR MLS of any New, Inactive or Transferring agents to their licensed sales staff within 15 days of such changes. All changes must be in writing on a form provided by BR and signed by the Designated REALTOR®/Broker. Failure to make notification within the designated period may result in a \$75.00 fine.

## Section 6.2 Subscriber Fee Waivers

MLS provides participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker participates. MLS requires waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated.

Under Section 6.1 any per-subscriber fee is calculated based on each salesperson and licensed or certified appraiser affiliated with a participating office. The effect of fee waiver is that the number of subscribers in a participating office for purposes of any recurring per-subscriber fees paid by a participant under Section 6.1 shall be reduced by the number of licensees and certified appraisers who are subject to waiver under this Section 6.2. For purposes of this Section 6.2 and all rule provision referring to it, "licensee" refers to non-principal salesperson and licensed and certified appraisers. Section 6.2.1 sets out the condition for subscriber fee waivers, Section 6.2.2 the process for obtaining and maintaining waivers, Section 6.2.3, circumstances

under which waiver is revoked and consequences of revocation, and Section 6.2.4, the consequences of repeated violations of these policies.

### Section 6.2.1 Conditions for Waiver

Fee waivers are available for non-principal broker and non-principal appraiser licensee(s) in offices participating in MLS, provided the participant and any fee-waived licensee(s) meet all the following requirements:

1. Any fee-waived licensee must be a subscriber in another multiple listing service that will certify this information to the MLS on the frequency established by this MLS.
2. During any period for which a licensee's fees are waived, the licensee shall refrain from using any of the following services of this MLS:
  - a. Using the Baldwin REALTORS® systems, databases, lockboxes, etc. This does not include accessing listing information of the licensee's own broker or of other brokers through the participant's IDX site or elsewhere. It does include accessing such information on the participant's VOW (for customer's personal use).
  - b. Being identified as a listing agent on an active or pending property listing in the Baldwin REALTORS® MLS.
  - c. Use of any data feed from Baldwin REALTORS® MLS (except one that includes listings only of the licensee's broker).
  - d. Using the Baldwin REALTORS® data on an IDX or VOW website identified as the fee-waived subscriber's site or page.
  - e. Using Baldwin REALTORS® MLS data in an automated valuation product or tool in any product or service identified as coming from the fee-waiver subscriber.

### Section 6.2.2 Process for Obtaining and Maintaining Waivers

The participant must at all times provide to Baldwin REALTORS® MLS up-to-date information on all licensees, whether they are subscribers or fee-waived licensees, in each participating office. The participant must identify which licensees are subject to fee waivers and for each waived licensee the other MLS in which they are a subscriber on the waiver certification form. In order to obtain a waiver for a licensee in the participant's office, the participant must execute the Baldwin REALTORS® MLS's form for listing fee-waived licensees and the certification on it. Each fee-waived licensee must also execute a certification. The participant must procure from another MLS, a certification (i.e. letter of good standing) that each fee-waived subscriber is an active subscriber in that MLS.

If the participant has several licensees that qualify for waiving Baldwin REALTORS MLS, the participant is allowed to submit a list of licensees requesting waivers and sign the certification on behalf of the licensees contained in the list.

### Section 6.2.3 Revocation of Waiver

The fee waiver for a licensee may be revoked under various circumstances, and the consequences of the revocation vary depending on its circumstances, as provided in this section.

1. The participant or fee-waived licensee may revoke the waiver at any time upon notice to the Baldwin REALTORS® MLS. In that case, the fee-waived licensee immediately becomes a subscriber and any fees due to Baldwin REALTORS® MLS under its normal fee schedule for the current period for the subscriber (including pro-rated fees for any partial service period and any application fees if none have previously been paid for the subscriber) shall immediately become due and payable. In the event a Section 6.2.1 fee-waived licensee appear as a listing agent on an active or pending listing in the Baldwin REALTORS® MLS, the participant and fee-waived licensee shall be deemed to have revoked the waiver under this subsection (1).
2. If the Baldwin REALTORS® MLS determines that the fee-waived licensee has violated Section 6.2.1(2) during a fee-waiver period, Baldwin REALTORS® MLS may terminate the fee waiver upon notice to the participant and subscriber. In this case, the consequences of subsection (1) apply, and in addition to them, Baldwin REALTORS® MLS may recover from participant all the fees MLS would have collected had the fee-waived licensee been a

subscriber during the entire period of the waiver and a fine of \$1,000. After a period of one year from the date of revocation, the participant and subscriber can re-certify the subscriber to be a fee-waived licensee.

#### Section 6.2.4 Consequences of Repeated Violations

A pattern of repeated violations of this policy exists when a participant allows any combination of three or more violations of Section 6.2.1(2), whether the participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a subscriber commits three or more violations of Section 6.2.1(2). In the event that a participant or subscriber exhibits a pattern of repeated violations of Section 6.2.1(2), Baldwin REALTORS® MLS may suspend all fee waivers for the participant or subscriber (or both) for a period of up to three years. If, after such a period of suspension, a participant or subscriber again exhibits a pattern of repeated violations, Baldwin REALTORS® MLS may permanently terminate fee waivers for the participant or subscriber (or both). In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a participant, that office shall be ineligible for waivers during the pendency of its participant's suspension or termination. In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a non-principal licensee, that non-principal licensee shall be ineligible for waivers during the pendency of their suspension or termination.

#### Section 6.3 Photographer Access

Photographers may obtain limited access to the Baldwin REALTORS® Multiple Listing Service to upload photos for active members of the BR MLS. Photographers must be an active affiliate member with the Baldwin REALTORS® Association to obtain access. Only photographers who have a signed Photographer Access Form on file with an active broker/agent will have access to the service. MLS users are prohibited from giving their credentials to a photographer to login as the photographer will be utilizing their own credentials to the service. There is no charge for photographer access. Photographers who utilize the service for any other reason than uploading listing photos or fail to follow the BR MLS Rules & Regulations will have access terminated immediately.

## Compliance with Rules

### Section 7 Compliance with Rules—Authority to Impose Discipline

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

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Revised 11/14)*

Note 1: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation

is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. *(Revised 05/14)*

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

## Section 7.1 Compliance with Rules

The following is a list of violations which may be considered by the Board of Directors and the applicable fines as amended from time to time. These violations include minor violations, major violations, and prohibited activities. Failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

**Note:** Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. *(Amended 11/88)*

### Section 7.1.1 Minor Listing Violations

*Minimum Fine \$50 per listing per rule*

MLS notification of all violations in this section are via email or phone to both the Agent and the Broker. Agent email notification is based on the email address in the Agents MLS profile. Broker email notification is based on the email address for the office profile as defined within the MLS. For the context of violation grace periods a business day is determined to be Monday – Friday with exceptions for holidays and US Postal holidays.

All Subscriber's and Authorized Users have the option to appeal any fine to the BR MLS Compliance Committee. Documents for the appeal can be found in the MLS Documents section.

All MLS fines must be paid before an appeal form will be processed. If appeal is approved, then MLS fine will be refunded to Participant. See additional information on all MLS violation enforcement in Section 9.1.

Minor violations must be fixed within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) of notification from MLS or will incur a fine.

Minor Violations include:

1. Listing same property (PPIN) multiple times concurrently except for sale / lease scenario
2. Failure to Use correct property type/class for listing
3. Failure to map property correctly
4. Agent/Brokerage company or branding information in Public REMARKS or on photos, virtual tours, and listing documents
5. Primary picture for SFR, Other-Fractional Ownership, and Multi-Family is not a picture of the structure. The property structure must be prominently displayed within the photo.
6. Failure to enter the correct PPIN number
7. Failure to submit correct property or unit water location or view
8. Failure to document Owner Association dues and Recurring Special Assessments if fees exist
9. Failure to follow guidelines on Public Remarks, Agent Remarks, and Direction as outlined in Section 1.2
10. Agent photo not of agent
11. Failure to document short sale listings correctly
12. Failure to document foreclosure properties correctly
13. Failure to check limited service listing checkbox when applicable
14. Failure to upload 1 main view picture of either plat map, graphic of lot with dimensions, picture of lot or subdivision sign for Land/Lot and Land lease listings
15. Failure to upload facsimile or similar on main view picture if not actual property, estimated complete date must be in Public Remarks, and final finished structure picture must be loaded as main view within 5 days of closing on New Construction listings
16. Same office Cancelling a listing before the listing expiration date and then putting the same property back on the market within 30 days of cancel date and not using the original Authorized MLS Entry Date
17. Failure to list a property as Active that is unavailable to be shown for > 30 days without documenting in Public or Agent remarks per Section 1.21
18. Failure to provide a copy of a document requested from the MLS Department within 2 business days (excluding Saturday, Sunday and Federal, State and Postal Holidays).
19. Failure to forward a copy of the listing agreement that contains the seller's request to utilize VRM for a VRM listing
20. Failure to place detailed VRM wording in Public or Agent remarks
21. Failure to identify an equitable interest listing.
22. Any violation of Sections 16, 18, and 19

The fine(s) for these violations are:

**1<sup>st</sup> and 2<sup>nd</sup> Offenses:** \$50 fine(s)

**3<sup>rd</sup> Offense:** \$100 fine

**4<sup>th</sup> Offense:** Agent and Broker appearance before MLS Board with discipline to be determined in accordance with BCAR MLS Rules and Regulations Section 7.

### Section 7.1.2 Major Listing Violations

*Minimum fine \$100 per listing per rule*

MLS notification of all violations in this section are via email or phone to both the Agent and the Broker. Agent email notification is based on the email address in the Agents MLS profile. Broker email notification is based on the email address for the office profile as defined within the MLS. For the context of violation grace periods a business day is determined to be Monday – Friday with exceptions for holidays and US Postal holidays. Most Major violations are automatic and are identified with an asterisk.

All Subscriber's and Authorized Users have the option to appeal any fine to the BR MLS Compliance Committee. Documents for the appeal can be found in the MLS Documents section.

All MLS fines must be paid before an appeal form will be processed. If appeal is approved, then MLS fine will be refunded to Participant. See additional information on all MLS violation enforcement in Section 9.1.

Major Violations include:

1. \*Failure to add listing to MLS within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) of Listing agreement effective date
2. \*Failure to changed listing status to Sold within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) of settlement date
3. \*Failure to change listing status to Leased within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) of lease effective date
4. \*Failure to change listing status to Pending or Active Under Contract status within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) of ratified agreement effective date
5. \*Failure to change listing status to Cancelled or Temporarily off Market within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) of being notified by seller
6. Re-using a MLS listing number for different properties
7. \*Failure to change listing status back to Active within 3 business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) of cancellation of Pending agreement
8. \*Failure to mark a coming soon listing active within 24 hours of a showing or presenting an offer to sellers.
9. Failure to upload a coming soon addendum (or similar wording) to a listing in a coming soon status.
10. \*Showing or entering a property without approval from the listing broker, listing agent, or seller
11. \*Failure to remove a for sale sign on a property within 5 business days.

The fine(s) for these violations are:

**1<sup>st</sup> and 2<sup>nd</sup> Offenses:** \$100 fine

**3<sup>rd</sup> Offense:** \$250 fine

**4<sup>th</sup> Offense:** Agent and Broker appearance before MLS Board with discipline to be determined in accordance with BCAR MLS Rules and Regulations Section 7.

### Section 7.1.3 Prohibited Activities

*Minimum Fine \$250*

Prohibited activities include:

1. Allowing another person to use participants BCAR MLS user id and password.
2. Disseminating information from the MLS to non-member agents unless it is listings from own company.
3. Entering listing into the MLS without fully executed listing agreement.
4. Representing to the public that the individual or firm is an MLS through the name of their firm, their URLs, their e-mail addresses, their website addresses or in any other way.

The fine(s) for these violations are:

**1<sup>st</sup> Offense:** \$250 fine

**2<sup>nd</sup> Offense:** \$500 fine

**3<sup>rd</sup> Offense:** Agent and Broker appearance before MLS Board with discipline to be determined in accordance with BCAR MLS Rules and Regulations Section 7.

### Section 7.1.4 Clear Cooperation Violations

If a clear cooperation policy citation has been sent to the Participant and listing agent and the list agent fails to

place the listing into the Baldwin REALTORS MLS within one (1) business day, the following fines will be imposed to the Participant of the listing agent:

**1<sup>st</sup> Offense:** \$1,000

**2<sup>nd</sup> Offense:** \$2,000

**3<sup>rd</sup> Offense:** \$5,000

**4<sup>th</sup> Offense:** Agent and Broker appearance before MLS Committee with discipline to be determined in accordance with BR MLS Rules and Regulations Section 7.

### Section 7.1.5 Coming Soon Violations

The following fines will be imposed to the Participant if:

1. A Participant or subscriber shows/views a listing in a coming soon status
2. A Participant or subscriber presents/shares details of an offer to the seller while the listing is in a coming soon status.
3. A seller shows/views listing while in a coming soon status, listing brokerage will be fined.

**1<sup>st</sup> Offense:** \$1,000

**2<sup>nd</sup> Offense:** \$2,000

**3<sup>rd</sup> Offense:** \$5,000

**4<sup>th</sup> Offense:** Agent and Broker appearance before MLS Committee with discipline to be determined in accordance with BR MLS Rules and Regulations Section 7.

### Section 7.2 Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. *(Adopted 4/92)*

## MLS Policy Statements

### Section 7.3 Statistical Reports

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

MLSs may, as a matter of local determination, provide statistical reports, sold information, and other informational reports derived from the MLS to government agencies. MLSs may, as a matter of local discretion, require that such agencies (or representatives of such agencies) hold an appropriate form of membership in the MLS or in the association of REALTORS® as a condition of such access. *(Adopted 03/22)*

### Section 7.85 Internet Data Exchange (IDX) Policy



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

\*Note: if “sold” information is not publicly accessible, display of sales price may be prohibited. “Publicly accessible” sold information as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state, and other government records. MLSs must provide for its participants’ IDX publicly accessible sold information maintained by the MLS starting January 1, 2012 (Amended 5/17)

## Section 7.9 One Data Source

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

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

## Section 7.10 Brokerage Back-office Feed

That participants are entitled to use, and MLS must provide to participants, the BBO Data, for BBO use subject to the terms below:

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

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

Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant.

Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers’ affiliates with participant, and their bona fide clients as established under state law.

Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant.

Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.8.0, which allows for certain public distributions. ( Section 13 in this Rules & Regs.)

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

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

“Terms” means the following:

MLS may impose reasonable licensing provisions and fees related to participant’s license to use Brokerage Back Office Feed Data. MLSs may require the participant’s designee to sign the same or a separate and different license agreement from what is signed by the participant. Such provisions in a license agreement may include those typical to the MLS’s data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)

Use of roster information may be limited by the MLS participation agreement and license agreements.

Brokerage Back Office Feed Use is subject to tother NAR MLS policies and local rules.

MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that “Use of listings and listing information by MLSs for purposed other than the defined purpose of MLS requires participants’ consent.” (Amended 03/22)

### Section 7.11 Display of Listing Broker’s Offer of compensation

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

### Section 7.12 Property Addresses

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

## **Meetings**

### Section 8 Meetings of MLS Committee

The multiple listing service committee shall meet for the transaction of its business at a time and place to be determined by the committee or at the call of the chairperson.

#### Section 8.1 Meetings of MLS Participants

The MLS Committee may call meetings of the participants in the service to be known as meetings of the multiple listing service.

#### Section 8.2 Conduct of Meetings

The chairperson or vice chairperson shall preside at all meetings or, in their absence, a temporary chairperson from the MLS Committee shall be named by the chairperson or, upon his failure to do so, by the committee.

# Enforcement of Rules or Disputes

## Section 9 Consideration of Alleged Violations

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

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

## Section 9.1 Violation of Rules and Regulations

After an alleged rule violation outlined in Section 7.1.1 is found, the MLS Department will send an email notice to the Listing Subscriber, with a copy to the listing Participant, stating the listing number and the nature of the violation. If the violation is not corrected by the listing Subscriber or Participant within three (3) business days following the email notice, a charge will automatically be posted on the Subscribers MLS account. Subscriber will be sent a Notice of Violation by email stating the amount of the charge. Failure to pay the fine within thirty (30) days following such notice shall result in the suspension of Subscriber's MLS services and a \$50 late fee. \$25 will be added to the original late fee every 30 days the invoice is not paid. The subscriber's MLS suspension will be without a reduction or refund in MLS fees. Subscriber's MLS services may not be reinstated until all fees/charges are paid in full. Fines will continue to be assessed until the violation has been corrected.

After an alleged rule violation outlined in Section 7.1.2, 7.1.3, 7.1.4, or 7.1.5 is found, the MLS Department will send an email notice to the Listing Subscriber, with a copy to the listing Participant (unless Section 7.1.3), stating the listing number and the nature of the violation. Subscriber will be sent a Notice of Violation by email stating the amount of the charge and the Participant (Agent/Broker/Team) who is responsible for the violation. Failure to pay the fine within thirty (30) days following such notice shall result in the suspension of Subscriber's MLS services and a \$50 late fee. \$25 will be added to the original late fee every 30 days the invoice is not paid. The subscriber's MLS suspension will be without a reduction or refund in MLS fees. Subscriber's MLS services may not be reinstated until all fees/charges are paid in full. Fines will continue to be assessed until the violation has been corrected (if able to be corrected).

If a participant or subscriber receives more than three (3) administrative sanctions (fines) in a calendar year, of the same rule, they will be required to attend a hearing for their actions and violations of MLS rules. The MLS will send a copy of all administrative sanctions to the subscriber's participant and the participant will be required to attend the hearing.

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the directors' decision. (Amended 11/96)

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving

unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. *(Amended 2/98)*

### Section 9.1.1 Process of Appeal

If a Participant or Subscriber feels that an MLS Fine is unfounded, they may submit a Baldwin REALTORS® MLS Fine Appeal Form. Forms should be filled out completely and emailed to [compliance@BaldwinRealtors.com](mailto:compliance@BaldwinRealtors.com) within 30 days of the original fine invoice date. Fine Appeal Forms will be considered by the Baldwin REALTORS® MLS Compliance Committee and a decision will be emailed to the Participant and Subscriber once the committee makes a decision. In order to be reviewed by the BR Compliance Committee, MLS fines must be paid in full.

Should the Participant or Subscriber disagree with the decision of the BR MLS Compliance Committee, an additional Fine Appeal Form can be submitted to the BR MLS Executive Officer within 20 days of the BR MLS Compliance Committee decision and reviewed by the MLS Board of Directors. The MLS Board of Directors decision will be final, and they will have the option of adding additional penalties. The Participant and/or Subscriber will be notified of the MLS Board of Directors decision via email.

### Section 9.2 Complaints of Unethical Conduct

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

### Section 9.3 Complaints of Unauthorized Use of Listing Content

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

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

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

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

## Section 9.4 MLS Rules Violations

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

## Confidentiality of MLS Information

### Section 10 Confidentiality of MLS Information

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

*(Amended 4/92)*

### Section 10.1 MLS Not Responsible for Accuracy of Information

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

### Section 10.2: Access to Comparable and Statistical Information

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

## Ownership of MLS Compilation\* and Copyright

### Section 11

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

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

*(Amended 5/16)*

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\*The term MLS compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf

binder, computer database, card file, or any other format whatsoever.

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

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

To qualify for this safe harbor, the OSP must:

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

Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more information see 17 U.S.C. §512. (*Adopted 11/1*)

### Section 11.1

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the Baldwin County Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Baldwin County Association of REALTORS®.

### Section 11.2 Display

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

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\*This section should not be construed to require the participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the association.

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

## **Use of Copyrighted MLS Compilation**

### Section 12 Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law.

*(Amended 4/92)*

### Section 12.1 Display

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

### Section 12.2 Reproduction

Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable\* number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the participants or their affiliated licensees, be interested.

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

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

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

incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. *(Amended 05/14)*

## **Use of MLS Information**

### Section 13 Limitations on Use of MLS Information

Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or MLS may be used by MLS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker).

Any print or non-print form of advertising or other public representations based in whole or in part on information supplied by the association or its MLS must clearly disclose the source of the information and the period of time over which such claims are based and must include the following, or substantially similar, notice:

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Based on information from the Baldwin County Association of REALTORS® the period January 1 through December 31. *(Amended 11/97)*

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## **Changes in Rules and Regulations**

### Section 14 Changes in Rules and Regulations

Amendments to the rules and regulations of the service shall be by a majority vote of the members of the MLS Committee, subject to approval by BCAR's Association Board of Directors.



## Arbitration of Disputes\*

### Section 15 Arbitration of Disputes

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

- a. If all disputants are members of the same association of REALTORS® or have their principal place of business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that association of REALTORS®.
- b. If the disputants are members of different associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Alabama Association of REALTOR's. *(Amended 11/97)*

**Inter-board Arbitration Procedures:** Arbitration shall be conducted in accordance with any existing inter-board agreement or, alternatively, in accordance with the inter-board arbitration procedures in the Code of Ethics and Arbitration Manual of the National Association of REALTORS®. Nothing herein shall preclude participants from agreeing to arbitrate the dispute before a Baldwin County Association of REALTORS®. *(Amended 11/98)*

**Awards:** The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the participant to disciplinary action at the sole discretion of the MLS. *(Adopted 11/15)*

## Section 16

### Standards of Conduct for MLS Participant

#### Standard 16.1

MLS participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS participants have with clients. *(Amended 1/04)*

#### Standard 16.2

Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

#### Standard 16.3

MLS participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker. *(Amended 1/04)*

#### Standard 16.4

MLS participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right-to-sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the MLS participant may contact the owner to secure such information and may discuss the terms upon which the MLS participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

#### Standard 16.5

MLS participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. *(Amended 1/98)*

#### Standard 16.6

MLS participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. *(Amended 11/01)*

#### Standard 16.7

The fact that an agreement has been entered into with an MLS participant shall not preclude or inhibit any other MLS participant from entering into a similar agreement after the expiration of the prior agreement. *(Amended 1/98)*

#### Standard 16.8

The fact that a prospect has retained an MLS participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS participants from seeking such prospect's future business. *(Amended 1/04)*

#### Standard 16.9

MLS participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. *(Amended 1/98)*

#### Standard 16.10

When MLS participants are contacted by the client of another MLS participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. *(Amended 1/98)*

#### Standard 16.11

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

#### Standard 16.12

MLS participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed general for purposes of this rule. *(Amended 1/04)*

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, for sale or for rent signs, or other sources of information intended to foster cooperation with MLS participants. *(Amended 1/04)*

#### Standard 16.13

MLS participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. *(Amended 1/04)*

#### Standard 16.14

MLS participants, acting as buyers or tenant's representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. *(Amended 1/04)*

#### Standard 16.15

On unlisted property, MLS participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. *(Amended 1/04)*

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

#### Standard 16.16

MLS participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. *(Amended 1/04)*

#### Standard 16.17

MLS participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a multiple listing service or any other offer of cooperation may not be used to target clients of other MLS participants to whom such offers to provide services may be made. *(Amended 1/04)*

#### Standard 16.18

MLS participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation. *(Amended 1/04)*

#### Standard 16.19

All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. *(Amended 1/04)*

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. *(Adopted 1/03, Amended 1/04)*

#### Standard 16.20

Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude participants from establishing agreements with their associated licensees governing assignability of exclusive agreements. *(Adopted 1/98, Amended 1/10)*

#### Standard 16.21

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

#### Standard 16.22

MLS participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. *(Amended 01/12)*

#### Standard 16.23

MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the

licensee's state(s) of licensure in a reasonable and readily apparent manner. *(Adopted 11/07)*

#### Standard 16.24

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

- a. engage in deceptive or unauthorized framing of real estate brokerage websites;
- b. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- c. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic;
- d. present content developed by others without either attribution or without permission; or
- e. otherwise mislead consumers, including use of misleading images. *(Amended 1/18)*

#### Standard 16.25

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

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. *(Adopted 11/09)*

#### Standard 16.26 Violation Policy

Failure to follow procedures as outlined in Section 16 is categorized as a "minor" MLS compliance violation and subject to a \$50 minimum fine as outlined in Section 7 and 7.1

## Orientation

### Section 17 Orientation

Any applicant for MLS participation and any licensee affiliated with an MLS Participant, licensed admins, or certified appraisers who have access to and use of MLS-generated information shall complete an MLS orientation program of a minimum of 3 classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after MLS access has been provided. *(Amended 11/04)*

Participants that fail to successfully complete the 3-hour MLS Orientation program will have their MLS services deactivated along with all active subscribers within their firm/office. Once the active participant has successfully completed the 3-hour MLS Orientation program, MLS services will be reactivated. Any subscriber that fails to successfully complete the 3-hour MLS Orientation program will have their MLS services deactivated. Once the active subscriber has successfully completed the 3-hour MLS Orientation program, MLS services will be reactivated.

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated additional training remotely. *(Adopted 11/09)*

## **Internet Data Exchange (IDX)**

### Section 18 IDX Defined

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

### Section 18.1 Authorization

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

### Section 18.2 Participation

Participation in IDX is available to all MLS participants engaged in real estate brokerage who consent to display of their listings by other participants. *(Amended 11/09)*

#### Section 18.2.1

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Amended 05/12)*

#### Section 18.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. *(Amended 05/12)*

#### Section 18.2.3

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

#### Section 18.2.4

Participants may select the IDX listings they choose to display based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-

family), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of IDX listings to be displayed must be independently made by each participant. *(Amended 03/22)*

#### Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. *(Amended 11/14)*

#### Section 18.2.6

Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(Amended 05/12)*

#### Section 18.2.7

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. *(Amended 05/12)*

#### Section 18.2.8

Any IDX display controlled by a participant or subscriber that

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

either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. *(Adopted 05/12)*

#### Section 18.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Amended 05/12)*

#### Section 18.2.10

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

information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/14)*

#### Section 18.2.11

Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. *(Adopted 05/15)*

#### Section 18.2.12

An MLS participant's IDX display must identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. \* *(Amended 03/22)*

### Section 18.3 Display

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

#### Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g. showing instructions, and property security information,) may not be displayed. *(Amended 03/22)*

##### Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. *(Amended 05/12)*

#### Section 18.3.2

Deleted May 2015.

#### Section 18.3.3

Deleted May 2017; moved to 18.2.12 May 2017"

#### Section 18.3.4

All listings displayed pursuant to IDX shall identify the listing agent.

#### Section 18.3.5

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

#### Section 18.3.6

Deleted November 2006.

#### Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200]



characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. *(Amended 05/12)*

### Section 18.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. *(Amended 05/12)*

### Section 18.3.9

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

### Section 18.3.10

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

### Section 18.3.11

Listings obtained through IDX feeds from Realtor® Association MLSs where the MLS participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. *(Amended 11/14)*

**Note:** An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/14)*

### Section 18.3.12

Display of expired, cancelled, temp off-market, listings are available if requested.

### Section 18.3.13

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

**Note:** The following Sections 18.3.14 and 18.3.15 may be adopted by MLSs that provide participants with a "persistent" download (i.e., where the MLS database resides on participants' servers) of the MLS database

#### Section 18.3.14

Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. *(Amended 05/12)*

#### Section 18.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. *(Amended 05/12)*

#### Section 18.3.16

Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited.

#### Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. *(Adopted 11/01, Amended 5/05)*

#### Standard 18.5 Violation Policy

Vendor, Firm or Salesperson will be fined \$5,000 for each violation of Section 18.2.6.

Failure to follow procedures as outlined in Section 18 is categorized as a “major” MLS compliance violation and subject to a \$ 100 minimum fine as outlined in Section 7 and 7.1

## Section 19

### Virtual Office Websites (VOWs)

#### Section 19.1 VOW Defined

- a. A “Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability.
- b. As used in Section 19 of these rules, the term “participant” includes a participant’s affiliated non-principal brokers and sales licensees—except when the term is used in the phrases “participant’s consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant.
- c. “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant’s supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- d. As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

#### Section 19.2

- a. The right of a participant’s VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- b. Subject to the provisions of the VOW policy and these rules, a participant’s VOW, including any VOW operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g., “Internet Data Exchange” (IDX).
- c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant’s VOW.

#### Section 19.3

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.

- i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
  - ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
  - iii. The participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one user name and password.
- b. The participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
  - c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
  - d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
    - i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
    - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
    - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
    - iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
    - v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
  - e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not

be accepted solely by mouse click.

- f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

#### Section 19.4

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

#### Section 19.5

A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

**Note:** MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.

#### Section 19.6

- a. A participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- b. A participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

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### Seller Opt-out Form

- 1. Check one.
  - a.  I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
  - b.  I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
- 2. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.

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#### Initials of Seller

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- c. The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.

#### Section 19.7

- a. Subject to Subsection b., below, a participant's VOW may allow third-parties:
- i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

#### Section 19.8

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

#### Section 19.9

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.

#### Section 19.10

Except as provided in these rules, in the National Association of REALTORS®' VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity.

#### Section 19.11

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

#### Section 19.12

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property.

### Section 19.13

A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.

### Section 19.14

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

**Note:** Adoption of Sections 19.15 through 19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participants' use of MLS listing information in providing brokerage service through all other delivery mechanisms.

### Section 19.15

A participant's VOW may not make available for search by or display to Registrants any of the following information:

- a. expired and cancelled listings

**Note:** Due to the 2015 changes in IDX policy and the requirement that participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending ("under contract") listings on VOW sites.

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

### Section 19.16

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

### Section 19.17

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

### Section 19.18

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. (Amended 03/22)

### Section 19.19

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

**Note:** The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule, but may not be fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less. (Amended 11/17)

**Note:** Adoption of Sections 19.20 through 19.25 is at the discretion of the MLS. It is not required that equivalent requirements be established related to other delivery mechanisms.

### Section 19.20

A participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

**Note:** The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

### Section 19.21

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

### Section 19.22

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

### Section 19.23

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

### Section 19.24

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



## Section 19.25

Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours.

## Standard 19.26 Violation Policy

Failure to follow procedures as outlined in Section 19 is categorized as a "minor" MLS compliance violation and subject to a \$50 minimum fine as outlined in Section 7 and 7.1

# Definitions

## Section 20 Definitions

### Section 20.1 Status Definitions

<b>Active</b>	The listing is on market and an offer has not been accepted. Seller/lessor is soliciting offers through the MLS.
<b>Active Under Contract (Replaces Contingent on Sale)</b>	An offer has been accepted but the listing is still on market.
<b>Active New Construction</b>	New construction listings that have broken ground and construction is underway and do not accrue days on market. Properties can stay in this status for 180 days or less. Once the listing reaches 180 days, Paragon will automatically change the status it active and days on market will reset to zero. The listing agent can manually change the listing to active if the certificate of occupancy is received within the 180-day period.
<b>Cancelled</b>	The listing contract has been terminated. Only broker and Office Administrators may change a listing to a cancelled status.
<b>Closed</b>	The purchase agreement has been fulfilled and the title transferred.
<b>Coming Soon</b>	Coming soon is an optional, off market, status wherein a listing contract has been executed. This status indicates that the seller and broker are preparing the property for sale. The seller is not soliciting offers through the MLS and the property is not available for showing. For policy reference Section 1.22.
<b>Equitable Interest Pending</b>	Equitable Interest listings that are contingent on close will be required to be placed in this status until transfer of title has occurred. This status will allow multiple MLS numbers with the same address. Listings in an Equitable Interest status will not syndicate.
<b>Expired</b>	The listing contract has expired.
<b>Leased</b>	The lease agreement has been executed.
<b>Pending</b>	An offer has been accepted and the listing is no longer on the market.
<b>Temporarily off the Market</b>	The listing was taken off market temporarily however there is still a valid listing agreement in place between the broker/agent and seller.
<b>Withdrawn</b>	The listing has been withdrawn from the market, with no intention of returning to active, but a contract still exists between the seller and broker.

## Section 20.2 Property Type Definitions

<b>Single Family - Residential Detached</b>	An individual, freestanding, detached dwelling unit, typically built on a lot larger than the structure itself, resulting in an area surrounding the house, known as a yard.
<b>Single Family - Residential Attached</b>	Any property with a common wall separating single family residences. The specific style of the structure includes Condominiums, Duplex, Triplex, and 4-10 unit properties.
<b>Multi-Family</b>	These multi-family housing terms simply define the number of units contained in a single multi-family building. A duplex consists of two units per building; a triplex, three units per building; and a quadraplex, four units per building.
<b>Lots &amp; Land</b>	All unimproved property
<b>Lease</b>	Residential Single-Family, Multi-Family, or Land/Lot for Rent/Lease.
<b>Land Lease</b>	Land without a building for lease.
<b>Other</b>	Deeded Boat Slips and Garages that do not require owning property within the same development and Fractional-Ownership properties.

## Section 20.3 Other Definitions

<b>Authorized MLS Entry Date</b>	The date the seller has given written authorization to place the listing into the Multiple Listing Service. Days on Market will be taken from this field. BR Staff will utilize this field to determine if the listing has been entered within 3 business days.
<b>Contingent on Close</b>	An addendum giving a buyer a specified amount of time to sell and settle their existing home in order to finance the new one.
<b>Listing Agreement Date</b>	The date the seller authorizes the agency to represent them.
<b>Manufactured Home</b>	Factory built home produced on or after June 15, 1976, under building code administered by the U.S. Department of Housing and Urban Development (HUD).
<b>Mobile Home</b>	Factory built home produced prior to June 15, 1976.
<b>Modular Home</b>	Factory built home built to individual state, local or regional code where the home will be located. Modules are transported to the site and installed.
<b>Right of First Refusal</b>	An addendum giving a party contractual right to be first in line when purchasing a property. ROFR addendum obligates a seller to contact the rights holder with the option to purchase the property before they can accept an alternate offer.
<b>Waterfront</b>	Property that includes ownership of area of land which is immediately adjacent to the water and has direct access to a natural or manmade waterway. Condominiums that have shared areas on the water are all considered waterfront.
<b>Waterview</b>	Property where water can be viewed without extraordinary measures.

# Document Version History

Revision Date	Section	Description
5/13/24	20.3	Added Authorized MLS Entry Date and Listing Agreement Date definitions
5/13/24	20.1	Added Equitable Interest Pending definition
5/13/24	9.1.1	Added Section 9.1.1 Process of Appeal
5/13/24	9.1	Added paragraph regarding hearings for more than 3 administrative sanctions
5/13/24	7.1.2	Added "Failure to remove a for sale sign on a property within 5 business days" to major fines
5/13/24	7.1.2	Changes to reflect the BR MLS Compliance Committee for MLS fine appeals
5/13/24	7.1.2	Added "Most major violations are automatic and are identified with an asterisk."
5/13/24	7.1.1	Removal of signs not removed 5 days after closing from minor violations
5/13/24	7.1.1	Changes to reflect the BR MLS Compliance Committee for MLS fine appeals
5/13/24	7	Added Note 2 regarding hearings for more than 3 administrative sanctions
5/13/24	6.1	Paragraphs regarding service charges moved from section 7
5/13/24	4.1	For Sale Signs not removed in 5 business days becomes an automatic major fine
5/13/24	1.17	Added Listings in any status shall have at least one (1) photo upon entering the listing into the Multiple Listing Service.
5/13/24	1.2	New rule for keeping Proposed Closed Date updated
5/13/24	1	Added "or the date the seller has given written authorization to place the listing into the Multiple Listing Service.
5/13/24	1	Allow co-listings with different brokerages
8/14/23	1.22	Changed to allow for syndication of coming soon listings
4/20/238/ 14/23	1.2.21.22	Added Section for Equitable Interest Listings Changed to allow for syndication of coming soon listings
4/20/234/ 20/23	4.3.11.2.2	Moved Section Brokerage Exclusive Listings Added Section for Equitable Interest Listings
4/20/234/ 20/23	6.34.3.1	Added Photographer Access Moved Section Brokerage Exclusive Listings
4/20/234/ 20/23	16.3	Added mandatory NAR wording/amended wording Added Photographer Access
4/20/234/ 20/23	1.21	Amended (b) public remarks allowing buyers incentives Added mandatory NAR wording/amended wording
4/20/234/ 20/23	1.51.2	Added wording to not allow cancellation/withdraw to be placed in new listing within 30 days. Amended (b) public remarks allowing buyers incentives
4/20/234/ 20/23	1.61.5	Amended wording to reflect the new Active Under Contract status Added wording to not allow cancellation/withdraw to be placed in new listing within 30 days.
4/20/234/ 20/23	1.121.6	Amended service area to include Clarke, Washington, and Monroe counties. Amended wording to reflect the new Active Under Contract status
4/20/234/ 20/23	1.211.12	Amended all status definitions and added the withdrawn status. Amended service area to include Clarke, Washington, and Monroe counties.
4/20/234/ 20/23	7.1.11.21	Amended wording to be similar. Added #20 and #23 Amended all status definitions and added the withdrawn status.
4/20/234/ 20/23	7.1.27.1.1	Amended wording #4 for new Active Under Contract status. Amended wording to be similar. Added #20 and #23
4/20/234/ 20/23	7.1.37.1.2	Added #4 Amended wording #4 for new Active Under Contract status.
4/20/234/ 20/23	97.1.3	Added mandatory NAR wording Added #4

4/20/234/ 20/23	9.19	Added fines will continue until the citation is corrected.Added mandatory NAR wording
4/20/234/ 20/23	179.1	Added wording that will inactivate an office if the broker does not complete mandatory MLS orientation.Added fines will continue until the citation is corrected.
4/20/234/ 20/23	18.517	Added fines for IDX violations.Added wording that will inactivate an office if the broker does not complete mandatory MLS orientation.
4/20/234/ 20/23	2018.5	Added Section 20-DefinitionsAdded fines for IDX violations.
1/12/234/ 20/23	1.7.120	Added Value Range Marketing SectionAdded Section 20-Definitions
1/12/231/ 12/23	7.1.11.7.1	Added 19-21 regarding Value Range Marketing violationsAdded Value Range Marketing Section
9/15/221/ 12/23	7.1.57.1.1	Added Coming Soon ViolationsAdded 19-21 regarding Value Range Marketing violations
9/15/229/ 15/22	7.1.2(9)7.1.5	Added Failure to upload a coming soon addendum (or similar wording) to a listing in a coming soon status.Added Coming Soon Violations
9/15/229/ 15/22	7.1.2(8)7.1.2(9)	Added Failure to mark a coming soon listing active within 24 hours of a showing or presenting an offer to sellers. Added Failure to upload a coming soon addendum (or similar wording) to a listing in a coming soon status.
9/15/229/ 15/22	6.27.1.2(8)	Subscriber Fee WaiversAdded Failure to mark a coming soon listing active within 24 hours of a showing or presenting an offer to sellers.
9/15/229/ 15/22	6.2.16.2	Added Conditions for WaiverSubscriber Fee Waivers
9/15/229/ 15/22	6.2.26.2.1	Added Process of Obtaining & Maintaining WaiversAdded Conditions for Waiver
9/15/229/ 15/22	6.2.36.2.2	Added Revocation of WaiverAdded Process of Obtaining & Maintaining Waivers
9/15/229/ 15/22	6.2.46.2.3	Added Consequences of Repeated ViolationsAdded Revocation of Waiver
9/15/229/ 15/22	1.226.2.4	Revised Coming Soon Rules to allow marketing and CS listings in Collab CenterAdded Consequences of Repeated Violations
9/15/229/ 15/22	1.251.22	Added Brokerage Exclusive ListingsRevised Coming Soon Rules to allow marketing and CS listings in Collab Center
03/01/22 9/15/22	7.121.25	Added Section 7.12 Property AddressesAdded Brokerage Exclusive Listings
03/01/22 03/01/22	19.157.12	Removed (f )(Sold)Added Section 7.12 Property Addresses
03/01/22 03/01/22	7.1119.15	Added Section 7.11 Display of Listing Broker’s Offer of CompensationRemoved (f )(Sold)
03/01/22 03/01/22	7.107.11	Added Section 7.10 Brokerage Back Office FeedAdded Section 7.11 Display of Listing Broker’s Offer of Compensation
03/01/22 03/01/22	7.97.10	Added Section 7.9 One Data SourceAdded Section 7.10 Brokerage Back Office Feed
03/01/22 03/01/22	18.2.127.9	Added and the email or phone number provided by the listing participantAdded Section 7.9 One Data Source
03/01/22 03/01/22	18.2.418.2.12	Removed cooperative compensation offered by listing brokersAdded and the email or phone number provided by the listing participant
03/01/22 03/01/22	7.8518.2.4	Added Section 7.85 : Internet Data Exchange (IDX) PolicyRemoved cooperative compensation offered by listing brokers
03/01/22 03/01/22	7.37.85	Added Section 7.3 Statistical Reports – added new NAR wordingAdded Section 7.85 : Internet Data Exchange (IDX) Policy

03/01/22 03/01/22	7.3	MLS Policy Statements Added Section 7.3 Statistical Reports – added new NAR wording
03/01/22 03/01/22	19.18	Added wording: and the email or phone number provided by the listing participant MLS Policy Statements
03/01/22 03/01/22	19.12 19.18	Removed wording: cooperative compensation offered by listing broker and whether the listing broker is a REALTOR Added wording: and the email or phone number provided by the listing participant
03/01/22 03/01/22	18.2.12 19.12	Added : and the email or phone number provided by the listing participant Removed wording: cooperative compensation offered by listing broker and whether the listing broker is a REALTOR
03/01/22 03/01/22	18.2.4 18.2.12	Removed NAR wording, cooperative compensation offered by listing brokers, and the level of service being provided by the listing firm. Added : and the email or phone number provided by the listing participant
03/01/22 03/01/22	5.4 18.2.4	Added Section 5.4 – Display of Listing Broker’s Offer of Compensation Removed NAR wording, cooperative compensation offered by listing brokers, and the level of service being provided by the listing firm.
03/01/22 03/01/22	4.5 5.4	Added Section 4.5- Services Advertised as “Free” Added Section 5.4 – Display of Listing Broker’s Offer of Compensation
03/01/22 03/01/22	1.2 3.4.5	Added Section 1.23 Property Address Added Section 4.5- Services Advertised as “Free”
05/06/21 03/01/22	1.2 2.1.23	Coming Soon – No advertising of any kind. Added Section 1.23 Property Address
1/19/2021 105/06/21	1.2 1.1.22	Added new status of Active- New Construction Coming Soon – No advertising of any kind.
4/13/2021 01/19/2021	1.2 1.1.21	Changed “Agent Remarks” to Expected on-Market Date under Coming Soon Added new status of Active- New Construction
3/11/2020 04/13/2020	1.01 1.31.21	Added Clear Cooperation changes per NAR for 1.01 and 1.3 Changed “Agent Remarks” to Expected on-Market Date under Coming Soon
1/14/2020 03/11/2020	1.17 7.1.11 1.01 1.3	Updated primary picture to be of structure instead of front of structure Updated that agent photo must be of agent Removed verbiage about requiring 1 primary picture and which county tax field to use as they are now obsolete Added Clear Cooperation changes per NAR for 1.01 and 1.3
7/15/2020 91/14/2020	1.2 1.1.17 7.1.1	Added verbiage to “Active” listing status. Updated primary picture to be of structure instead of front of structure Updated that agent photo must be of agent Removed verbiage about requiring 1 primary picture and which county tax field to use as they are now obsolete
3/20197/15/2019	1.2 01.21	Updated Coming Soon MLS rules Added verbiage to “Active” listing status.
1/20193/2019	Various 1.20	Section 2.3: Added new NAR wording that allows coop broker to request proof of delivery to seller Section 6.3: Added new NAR wording re: MLS waiver Section 9: Added new NAR wording re: violations/conduct Updated Coming Soon MLS rules
11/21/181/2019	Various Va rious	Section 1.21: New section on how to handle Active listings that can’t be shown for > 30 days Section 1.2: Added wording relative to new Bonus field and intended use Section 5.1: New 3 <sup>rd</sup> paragraph about new Bonus field Section 2.3: Added new NAR wording that allows coop broker to request proof of delivery to seller

		Section 6.3: Added new NAR wording re: MLS waiver Section 9: Added new NAR wording re: violations/conduct
10/4/181 1/21/18	VariousVa rious	Changed word WITHDRAWN to CANCELLEDSection 1.21: New section on how to handle Active listings that can't be shown for > 30 days Section 1.2: Added wording relative to new Bonus field and intended use Section 5.1: New 3 <sup>rd</sup> paragraph about new Bonus field
10/4/181 0/4/18	7.1.2Vario us	Updated status name from First Right of Refusal to Contingent on SaleChanged word WITHDRAWN to CANCELLED
8/13/181 0/4/18	7.1.27.1.2	Addition of #9.Updated status name from First Right of Refusal to Contingent on Sale
8/13/188/ 13/18	27.1.2	Addition of option d.Addition of #9.
8/13/188/ 13/18	7.1.12	Deleted #16 Amended wording on #12Addition of option d.
8/13/188/ 13/18	1 1.2 1.21 7.1.1 7.1.2 7.1.37.1.1	Amended wordingDeleted #16 Amended wording on #12
8/13/188/ 13/18	7.1.11 1.2 1.21 7.1.1 7.1.2 7.1.3	Moved #21 to # 22 and added new wording for new #21Amended wording
8/13/188/13 /18	1.57.1. 1	Addition of paragraph 3 and 4Moved #21 to # 22 and added new wording for new #21
7/18/188/13 /18	11.5	Updated wording to: The Multiple Listing Service shall decline to accept open listings (except where required by law), Net listings, Auction properties, Timeshare, Mobile/Manufactured homes without real property, and it may limit its service to listings of certain kinds of property.Addition of paragraph 3 and 4
6/28/187/18 /18	1.61	Wording changedUpdated wording to: The Multiple Listing Service shall decline to accept open listings (except where required by law), Net listings, Auction properties, Timeshare, Mobile/Manufactured homes without real property, and it may limit its service to listings of certain kinds of property.
6/28/186/28 /18	18.3 18.3.1 18.3.71 .6	Removed wording and format changesWording changed
6/28/186/28 /18	18.3.1 218.3 18.3.1 18.3.7	Changed wordingRemoved wording and format changes



6/28/186/28 /18	1.1718. 3.12	Wording changed Changed wording
6/28/186/28 /18	1.211.1 7	Active-First Right of Refusal changed to Active-Contingent on Sale. Wording added: To be used only for cases where a Contingent on Sale contingency is in effect. The BCAR Contingency on Sale form, with buyer name redacted, must be uploaded into the MLS listing Associated Documents "Contingent on Sale" folder when a second buyer may be placed in first position. Once this specific contingency is satisfied but standard contingencies remain the listing must be switched to Pending. Listings in this status will continue to syndicate by default Wording changed
6/28/186/28 /18	1.211.2 1	Wording added under Cancelled Status: Only Brokers and Office Admins may change a listing to Cancelled status.Active-First Right of Refusal changed to Active-Contingent on Sale. Wording added: To be used only for cases where a Contingent on Sale contingency is in effect. The BCAR Contingency on Sale form, with buyer name redacted, must be uploaded into the MLS listing Associated Documents "Contingent on Sale" folder when a second buyer may be placed in first position. Once this specific contingency is satisfied but standard contingencies remain the listing must be switched to Pending. Listings in this status will continue to syndicate by default
6/28/186/28 /18	6.11.21	Wording added: (c). Notification of New, Inactive, or Transferring Agents: All Designated REALTORS®/Broker shall notify the BCAR MLS of any New, Inactive or Transferring agents to their licensed sales staff within 15 days of such changes. All changes must be in writing on a form provided by BCAR and signed by the Designated REALTOR®/Broker. Failure to make notification within the designated period may result in a \$75.00 fine.Wording added under Cancelled Status: Only Brokers and Office Admins may change a listing to Cancelled status.
4/26/186/28 /18	1 7.1.26. 1	Added new wordingWording added: (c). Notification of New, Inactive, or Transferring Agents: All Designated REALTORS®/Broker shall notify the BCAR MLS of any New, Inactive or Transferring agents to their licensed sales staff within 15 days of such changes. All changes must be in writing on a form provided by BCAR and signed by the Designated REALTOR®/Broker. Failure to make notification within the designated period may result in a \$75.00 fine.
4/26/184/26 /18	7.1.2(2 )1 7.1.2	Updated wording from "escrow close date" to "settlement date"Added new wording
4/26/184/26 /18	1.21(2) 7.1.2(2 )	Updated wording to "must contain foreclosure deed date"Updated wording from "escrow close date" to "settlement date"
2/21/184/26 /18	1.21, 7.1.1, 7.1.2, 9.11.21 (2)	Updated wordingUpdated wording to "must contain foreclosure deed date"
2/21/182/21 /18	1.12, 7.1.31. 21, 7.1.1, 7.1.2,	New Section/Wording addedUpdated wording

	9.1	
2/21/182/21/18	1.11.12 , 7.1.3	Updated wording to "Deeded Boat Slips and Garages..."New Section/Wording added
2/21/182/21/18	11.1	Updated from 48 hours to 3 business days.  Added new wording "The service will not accept a listing where the same property is listed in another MLS under the same Participant but a different Subscriber". Added additional sentence to end of MLS Violations paragraph: Failure to have a fully executed listing agreement before entering the listing into the MLS isUpdated wording to "Deeded Boat Slips and Garages..."
2/21/18	1	considered a "Prohibited Activity" and subject to a \$250 minimum fine as outlined in Section 7 and 7.1.3.Updated from 48 hours to 3 business days.  Added new wording "The service will not accept a listing where the same property is listed in another MLS under the same Participant but a different Subscriber". Added additional sentence to end of MLS Violations paragraph: Failure to have a fully executed listing agreement before entering the listing into the MLS is
1/31/2018	1, 6, 7, 9, 14, 16, 18, 19	Updates to support NAR changes for MLS of Choice and Coming Soon listing status.considered a "Prohibited Activity" and subject to a \$250 minimum fine as outlined in Section 7 and 7.1.3.
12/11/171/31/2018	7.1.1.7 1, 6, 7, 9, 14, 16, 18, 19	Added Lots/LandUpdates to support NAR changes for MLS of Choice and Coming Soon listing status.
10/19/1712/11/17	1.57.1. 1.7	ADDED--- provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal. Per NAR revisions, sentence was missing.Added Lots/Land
10/19/1710/19/17	1.171.5	Photos-ADDED --- Multiple Listing Services may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations.ADDED--- provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal. Per NAR revisions, sentence was missing.
10/19/1710/19/17	16.261. 17	REMOVED previous wording her NAR.Photos-ADDED Multiple Listing Services may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations.
10/5/1710/19/17	1.2116. 26	Should enter as Delayed Public DisplayREMOVED previous wording her NAR.
10/5/1710/5	1.1.1.2	Change incorrect to correctShould enter as Delayed Public Display

/17	1	
10/5/1710/5/17	1.181.1	Delayed Public Display/Coming Soon ListingsChange incorrect to correct
08/2/1710/5/17	1, 2,3,4,5 1.18	BOD changesDelayed Public Display/Coming Soon Listings
7/5/1708/2/17	1, 2, 71, 2,3,4,5	Updated to include Paragon changesBOD changes
5/25/177/5/17	1.2.11, 2, 7	Updated to include requirement for Limited Services listings to be identified correctlyUpdated to include Paragon changes
5/25/175/25/17	71.2.1	Implemented new violation and fine structureUpdated to include requirement for Limited Services listings to be identified correctly
5/16/175/25/17	All7	Updated to new NAR template and merged Section 20 into NAR templateImplemented new violation and fine structure
4/19/175/16/17	6.1All	Update to add ratio of unlicensed admins to subscribers allowed in MLSUpdated to new NAR template and merged Section 20 into NAR template
4/19/174/19/17	20.1.1 36.1	Update New Construction area for picture requirements and estimated completion date in public remarksUpdate to add ratio of unlicensed admins to subscribers allowed in MLS
3/9/174/19/17	120.1.13	Update that mobile/manufactured homes must be sold with real property. MLS will not allow personal property only listingsUpdate New Construction area for picture requirements and estimated completion date in public remarks
3/9/173/9/17	20.1.1 31	Land/Lot and Land Lease now required to have main view picturesUpdate that mobile/manufactured homes must be sold with real property. MLS will not allow personal property only listings
2/15/173/9/17	2.6 / 20.1.3 20.1.1 3	Changed input of Closed / Leased listings from 5 calendar to 5 business daysLand/Lot and Land Lease now required to have main view pictures
2/9/172/15/17	20.1.1 12.6 / 20.1.3	Removed Agent Remarks from not allowing contact info to be enteredChanged input of Closed / Leased listings from 5 calendar to 5 business days
12/20/162/9/17	1.120.1 .11	Removed "Commercial Lease" as property type for Rent/LeaseRemoved Agent Remarks from not allowing contact info to be entered
9/1/1612/20/16	20.1.1 31.1	Added "facsimile" imprint required on main view for new constructionRemoved "Commercial Lease" as property type for Rent/Lease
9/1/169/1/16	20.1.1 320.1.13	Added new picture required after Certificate of Occupancy on new constructionAdded "facsimile" imprint required on main view for new construction
9/1/169/1/16	20.1.1 720.1.13	Added new simplified fine tableAdded new picture required after Certificate of Occupancy on new construction
9/1/169/1/16	20.1.1 820.1.17	Added new listing status flowchartAdded new simplified fine table
9/1/169/1/16	20.3.2 20.1.1 8	Removed "Under Contract" from section headingAdded new listing status flowchart
9/1/169/1/16	20.4.2 20.3.2	Removed "Under Contract" from section headingRemoved "Under Contract" from section heading

9/1/169/1/1 6	1.120.4 .2	Added Fractional Ownership to Note 2 Removed "Under Contract" from section heading
9/1/169/1/1 6	1.11.1	Removed "Commercial" as a property type that can be listed Added Fractional Ownership to Note 2
9/1/16	1.1	Removed "Commercial" as a property type that can be listed