



# **Multiple Listing Service**

## **Rules and Regulations**

Adopted 2018

## 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 State of Michigan and are taken by participants on MichRIC approved, Branch County Association of REALTORS® (BCAR) supplied data forms or other type of acceptable forms, shall be delivered to the multiple listing service within 24 hours after all necessary signatures of sellers have been obtained: (Amended 11/01)

- Single family homes for sale or exchange
- Vacant lots and acreage for sale or exchange
- Multi-family housing for sale or exchange.
- Commercial and industrial property for sale, exchange, or lease.

**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:

- May reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the participants
- 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)

The different types of listing agreements include:

- exclusive right to sell
- exclusive agency
- open
- 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 **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)

**Note 2:** 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 acceptance is required by law) and net listings 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.

**Note 3:** 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)

**Section 1.01 – Clear Cooperation** 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 11/19)

**Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules if it is being publicly marketed, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.**

**Section 1.1: Type 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)

- Residential
- Motel-hotel
- Residential income
- Mobile homes
- Subdivided vacant lot
- Mobile home parks

- Land and ranch
- Commercial income
- Business opportunity
- Industrial

**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:** A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

**Section 1.2.0: Accuracy of Listing Data:** Participants and subscribers are required to submit accurate listing data and required to correct any known errors.

**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 behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller (so, 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: MLS Entry-Only Listings:** Listing agreements under which the listing broker will not provide any of the following services:

- a. Arrange appointments for cooperating brokers to show listed property to potential purchases 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 behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g. EO) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker

will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

**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.

**Note 2: MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation.**

**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 twenty-four (24) hours (excepting weekends, holidays and postal holidays) after the authorized change is received by the listing broker. Listing Status shall be defined as follows:

**Active:** A listing that is actively for sale that has no accepted offers on it.

**Active Back-up:** Any listing that has an accepted offer but is subject to a sale of a property that is not under contract to purchase. Once the subject to a sale property is under contract, this listing must be changed to Active Contingent

**Active Contingent:** A listing that has an offer on it but has contingencies other than subject to a sale that have not yet been met or resolved: such as financing, inspections, title defects, etc.

**Pending:** A listing contract that has an offer on it that has a clear to close and closing has been scheduled.

**Withdrawn:** A listing in which the broker still has a legal and binding listing contract however the broker and or the seller are no longer marketing the property for sale.

**Cancelled:** The listing broker and the seller have mutually agreed in writing to terminate any contractual agreements.

**Expired:** The dates within the listing contract have ended and the seller did not extend with the listing broker

**Sold:** The listing has actually closed with a document executed by the seller and funded. The sale price and any concessions must be included.

**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 or her 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)

**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.

**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 1.8: 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 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 received notice that the listings 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 the 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: Service Area:** Only listings of the designated types of property located within the State of Michigan are required to be submitted to the service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a participant, but cannot be required by the service. (Amended 11/17)

**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 obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the association (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 shall, at the expelled participants option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a 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 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: 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.

## **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)

**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, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Amended 2/19)

**Section 2.4: Right of Listing Broker in Presentation of Counter-offers:** The listing broker or his representative has the right to participate in the presentation of any counter offer made by the seller 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 where 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 2.5: Reporting Sales to the Service:** Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within 48 hours after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within 48 hours after occurrence and the listing broker shall report them to the MLS within 48 hours after receiving notice from the cooperating broker. (Amended 11/11)

**Note 1:** 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)

**Note 2:** In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:



1. categorizes sale price information as confidential and
2. limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provisional below.

The MLS may provide sale price information to governmental bodies only to be used for the statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/11)

**Note 3:** As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. (Adopted 11/11)

**Section 2.6: Reporting Resolutions of Contingencies:** The listing broker shall report to the multiple listing service within 24 hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.

**Section 2.7: Advertising of Listing Filed With the Service:** A listing shall not be advertised by any participant, other than the listing broker, without the prior consent of the listing broker.

**Section 2.8: Reporting Cancellation of Pending Sale:** The listing broker shall report immediately to the multiple listing service the cancellation of any pending sale and the listing shall be reinstated immediately.

**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.

## **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 "For Sale" signs of the listing broker may be placed on a property. (Amended 11/89)

**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)

**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.

Note: This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standards of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with the Service by protecting them from being solicited, prior to the expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker. This Section is also intended to encourage brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers. This Section does not preclude solicitation of listing under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

**Section 4.4: Agents' names and phone numbers:** Are not allowed to appear in the marketing remarks, except for properties that are located in Calhoun County. Photos which include the agent's or office's sign where the name and/or phone number are clearly visible and easy to read are not allowed. (Amended 1/08)

**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.

## **Division of Commissions**

**Section 5: Cooperative 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 cooperation 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 this endeavor to sell.\* (Amended 11/96)

\*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 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 5/12)

The listing broker retains the right to determine the amount of compensation offered to subagents and to buyer agents, which may be the same or different. (Adopted 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 association multiple listing service shall not have a rule requiring the listing broker to disclose the 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 non-participants. This should remain solely the responsibility of the listing broker.

**Note 4:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court or by a lender. 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. (Adopted 5/09)

**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)

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 24 hours of receipt of notification from the lender. (Adopted 5/10)

**Section 5.1: Participant as Principal:** If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any interest in 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 :** Participants 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 MichRIC member MLSs and a number of other MLSs throughout Michigan under a reciprocity agreement. For a current list visit [mlshelp.com](http://mlshelp.com).*

## **Service Charges**

**Section 6: Service Fees and Charges:** The following service charges for operation of the multiple listing service are in effect to defray the costs of the service and are subject to change from time to time in the manner prescribed:

**Initial Participation Fee:** An applicant for participation in the service shall pay an application fee of \$250.00 with such fee to accompany the application.

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

**Recurring Participation Fee:** The annual participation fee of each participant shall be an amount equal to \$400.00 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. Fees shall be prorated on a monthly basis and paid quarterly or yearly. (Amended 2/17)

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 sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. (Adopted 11/17) (Amended 2/19)

**Note 1:** A multiple listing service may elect to have such fees payable on a quarterly or even on a yearly 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)

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

**Section 6.1: 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 in a participating office who can demonstrate

(i) subscription to a different MLS where the principal broker for the office also participates or (ii) that they work exclusively with rentals. MLS requires participants to sign a certification for nonuse of MLS services, which includes penalties and termination of the waiver if violated.

Normally, under Section 6, 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 shall be reduced by the number of licensees and certified appraisers who are subject to waiver under this Section 6.

For purposes of this Section 6.6 and all rule provisions referring to it, “licensee” refers to nonprincipal brokers and salespersons and licensed and certified appraisers. Section 6.6.1 sets out the conditions for fee waiver, Section 6.6.2 the process for obtaining and maintaining waivers, Section 6.6.3 circumstances under which waiver is revoked and consequences of revocation, and Section 6.6.4 the consequences of repeated violations of these policies.

**Section 6.6.1: Conditions for Waiver Fee:** Waivers are available for licensees in offices participating in MLS, provided the participant and any fee-waived licensee(s) meet all the following requirements:

- a. Any fee-waived licensee must be a subscriber in another multiple listing service or must exclusively work with rentals
- b. During any period for which a licensee's fees are waived, the licensee shall refrain from using any of the services of this MLS included but not limited to:
  1. Using this MLS's systems, databases, 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 (which is for consumers' personal use).
  2. Being a listing agent on an active or pending property listing in this MLS.
  3. Use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
  4. Using this MLS's data on an IDX or VOW website identified as the fee-waived subscriber's site or page.
  5. Using MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived subscriber.
  6. Attending an MLS Tour, training, or utilizing any other product, service or benefit of the Multiple Listing Service.

**Section 6.6.2: Process for Obtaining and Maintaining Waiver:** The participant must at all times provide to MLS up-to-date information on all licensees, whether they are subscribers or fee-waived licensees, in each participating office. Participant shall notify the MLS within five (5) business days of any change in status for subscribers and any change in qualifications of fee-waiver licensees.

In order to obtain a waiver for any licensee in the participant's office, the participant must certify the MLS's form for listing fee-waived licensees. In order to maintain a waiver for any licensee, the participant and licensee must continue to satisfy the requirements of Section 6.6.1 and must recertify of the matters addressed in this Section with the frequency set by this MLS.

**Section 6.6.3: 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.

- a. The participant or fee-waived licensee may revoke the waiver at any time upon notice to this MLS. In that case, the fee-waived licensee immediately becomes a subscriber and any fees due to MLS under its normal fee schedule for the current period for the subscriber (including pro-rata 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.
- b. If this MLS determines that the fee-waived licensee has used any of the services of this MLS listed in Section 6.6.1(b) during a fee-waiver period, including if a fee-waived licensee appears as a listing agent on an active or pending listing in this MLS, then MLS may terminate the fee waiver upon notice to the participant and subscriber. In this case, the consequences of subsection (a) apply, and in addition to them, MLS may assess participant a fine (as outlined in Section 7.1.7); non-payment of the fine will result in a suspension of MLS access for participant and all subscribers associated with participant. Six months after termination of a waiver, the participant and subscriber can re-certify the subscriber to be a fee-waived licensee.

**Section 6.6.4: Consequences of Repeated Violations:** A pattern of repeated violations of Section 6.6.1(b) exists when a participant allows any combination of three or more violations of Section 6.6.1(b), 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 6.6.1(b). In the event that a participant or subscriber exhibits a pattern of repeated violations of Section 6.6.1(b), 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, 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 his or her suspension or termination.

*MLS Waiver Form (available from the BCAR office and on the Website)*

**BRANCH COUNTY ASSOCIATION OF REALTORS®**

**MULTIPLE LISTING SERVICE WAIVER/CERTIFICATION OF NON-USE**

The broker participant of the service shall be exempt from payment of multiple listing subscription fees for any individual employed by or affiliated as an independent contractor with the participant who does **not** actually have access to or utilization of the service (including but not limited to computer program, lockbox key).

Such exemption shall be effective beginning \_\_\_\_\_ . The exemption, if recommended by the multiple listing policy committee, shall be effective when approved by the board of directors. The exemption for any individual shall automatically be revoked upon the individual's utilization of the service in any manner.

**Certification of Individual Affiliated with Participant in a Multiple Listing Service:**

I, \_\_\_\_\_, associated with \_\_\_\_\_,  
**Print name of individual** **Print name of broker**

Working in \_\_\_\_\_, will not use the multiple listing service in any way at any time, and understand that if I should utilize the multiple listing service at any time, the participant with whom I am affiliated is obligated to pay an additional individual subscription fee. I understand that if I am found in violation of the waiver agreement, my broker will be billed MLS fees for the full amount of the quarter in which I am found in violation.

\_\_\_\_\_  
Signature of individual affiliated with participant

\_\_\_\_\_  
Name (type/print) of individual affiliated with participant



**Certification by Broker Participant of BCAR Multiple Listing Service as to Individual's Certification above:**

I agree that if \_\_\_\_\_, (name of individual) utilizes the multiple listing service in any way at a future date, I will notify the service and pay the required subscription fee of the multiple listing service.

\_\_\_\_\_  
Signature of MLS broker participant & date

\_\_\_\_\_  
Name (type/print) of MLS broker participant

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

**Note 2:** MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year 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: Fine Schedule**

### **Infraction:**

1. Late entry of listing information, including but not limited to price changes, extensions, withdrawn (temporarily) and cancellations.

Letter of reprimand.

\$50 per day late fee for second offense.

\$100 per day late fee for third offense.

Suspension for 30 days from the service for fourth offense.

Termination from the service, of the broker and office for fifth offense.

2. Actively marketing listed properties to the general public without a listing entered in the MLS or an office exclusive contract on file with the MLS. These listings shall be excluded from the MLS statistics when sold.

Letter of reprimand for first offense.

\$1000 for second offense.

\$2000 for third offense.

Suspension thereafter for additional offenses.

3. Incomplete or incorrect information on submitted contracts or required fields.

Letter of reprimand for first offense.

\$10 per item plus \$100 per day for each day that the information remains incomplete after notification for additional offenses. Notification will be in writing and submitted to the Service.

4. Noncompliance of paperwork audit

Letter of reprimand for first offense.

\$500 per contract and \$500 per day until compliance has been reached for additional offenses.

5. Primary photo that is not an exterior view of the listed property.

Letter of reprimand for first offense.

\$25 fine plus \$10 per day for every day until corrected if not corrected within 7 days of notification for additional offenses.

6. No primary photo on listing at time of entry. Sellers of properties listed in the MLS have the ability to direct that photographs or other graphic representations of the property be withheld from the MLS compilations.

Letter of reprimand for first offense.

\$25 fine plus \$10 per day until corrected if not corrected within 7 days of notification for additional offenses.

7. Violation of the MLS Service Waiver (including but not limited to computer program, lockbox key).
8. MLS service fee for the current quarter and remainder of the year fine up to \$2500.00
9. Copyright Infringement
  - Letter of reprimand for first offense
  - \$1000 for second offense.
  - \$2000 for third offense.
  - Suspension thereafter for additional offenses.

The MLS committee has jurisdiction over fines and reserves the right to fine a higher amount for blatant disregard of the spirit of cooperation. The maximum fine not to exceed \$5000 per violation. All fines may be appealed to the MLS committee and, subsequently, to the Board of Directors.

**Section 7.2: Compliance with Rules:** The following action may be taken for noncompliance with the rules:

- a) For failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days notice has been given, the service shall be suspended until service charges or fees are paid in full
- b) For 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)

*Eligibility for coverage under NAR's blanket errors and omissions insurance program is contingent on compliance with the following security measures whether the system is operated by the association, or its MLS, or on behalf of an association by a recognized lock box vendor: (Amended 05/17)*

### **Section 7.3: Electronic Keybox System Rules and Regulations:**

**7.31: Types of keys.** Any physical or electronic key, programmer, or other device (hereinafter referred to as key) by which a lock-box can be opened, must be non-duplicative. Being non-duplicative means that it cannot be readily copied in the manner that other types of keys ordinarily are. (Amended 05/17)

*A mobile device (such as, a smart phone, tablet, fob, etc.) can transmit a key to access a lockbox using standard protocols, including, Bluetooth, ZigBee, infrared technology, and others. The applications and software used by mobile devices must contain security controls to allow only authorized users access to the lockbox. (Adopted 5/17)*

*As a matter of local discretion, the listing broker or agent can issue temporary codes/access to the lockbox and property on terms and conditions agreed to in advance by the seller. Temporary codes/access must expire within seventy-two (72) hours after being issued or must be under the control of the listing broker or agent. Temporary codes must be a minimum field size of five (5) characters. (XX,XXX) (Adopted 05/17)*

**7.32: Security protocols.** Keys must be obtained from the original manufacturer, from a recognized vendor of lock-box systems or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, associations and MLSs must obtain sufficient information from the original manufacturer and surrounding associations and MLSs in order to determine whether the key's pattern, code, or configuration is already in use. (Amended 05/17)

*Electronic lockboxes and electronic keys running on mobile devices must incorporate security protocols to prevent the following types of cyber-attacks:*

- *where an unauthorized user can override or escalate their security credentials*
- *where the communication session between the electronic lockbox and key are recorded and played back later to gain unauthorized access*
- *forging of electronic credentials that could allow an unauthorized user the ability to masquerade as an authorized user*
- *digitally signed updates to electronic keys running on mobile devices or electronic lockbox firmware plus a secured update process to prevent unauthorized software from being introduced into the lockbox system*
- *transmission(s) of frequencies to deceive the lockbox electronics into opening (Adopted 05/17)*

**7.33: Availability of lockbox system and keys.** Any lock-box system—must be designated as either an activity of an association of REALTORS® or an association-owned and operated MLS. (Amended 05/17)

If the lock-box system is an activity of an association of REALTORS®, then every REALTOR® and REALTOR-Associate® and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a REALTOR®, shall be eligible to hold a key subject to their execution of a lease agreement with the association. (Amended 11/96)

If the lock-box system is an activity of an association-owned and operated MLS, then every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS.

As a matter of local discretion, associations and MLSs can determine that key lease agreements executed by non-principal brokers, sales licensees, unlicensed personal assistants, administrative and clerical staff, and licensed, certified, or those seeking to be licensed or certified as appraisers, must also be cosigned by the designated REALTOR® or the office's broker of record. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by

reference any applicable rules or regulations or other governing provisions of the association or MLS that relate to the operation of the lock box system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the keyholder except as provided elsewhere in this statement of policy. (Amended 05/17)

Associations and MLSs may, at their discretion, lease keys to affiliate members of associations who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the keyholder and by a principal, partner, or corporate officer of the keyholder's firm. (Amended 05/17)

Individuals may be required to pay lockbox costs as part of association dues or as part of MLS participation fees pursuant to MLS Policy Statement 7.57, Categorization of MLS Services, Information, and Products and pursuant to NAR Bylaws Official Interpretation #32. No one shall be required to lease a key from the association except on a voluntary basis. (Adopted 5/17)

Associations and MLSs may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual who has been convicted of a crime within the past seven (7) years under the following circumstances: (Amended 5/17)

A. The association or MLS determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and (Amended 5/17)

B. The association or MLS gives the individual an opportunity to provide and the association or MLS must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:

- the individual's age at the time of the conviction(s);
- nature and seriousness of the crime;
- extent and nature of past criminal activity;
- time elapsed since criminal activity was engaged in;
- rehabilitative efforts undertaken by the applicant since the conviction(s);
- facts and circumstances surrounding the conviction(s); and
- evidence of current fitness to practice real estate. (Amended 5/17)

Associations and MLSs should be sure to evaluate individuals uniformly, and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history. (Amended 5/17)

Associations or MLSs may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to a final determination on any such charge if, in the determination of the association or MLS, the charge relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk. (Amended 5/17)

**7.34: Audit requirement.** Associations or MLSs shall maintain current records as to all keys issued and in inventory, including registered users accessing lockboxes through applications and software used by mobile devices. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or, alternatively,

by receipt of a statement signed by the keyholder and the designated Realtor®, broker of record, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder's firm, attesting that the key is currently in possession of the keyholder. (Amended 05/9917)

If, at the time of inventory, a key is unaccounted for, or if a keyholder refuses or is unable to demonstrate that the key is within their physical control, then the key will be considered unaccounted for and any funds on deposit will be forfeited to the association.

Deposits for electronic programmers or electronic keycards which are leased but which can be deactivated within thirty (30) days may be required as a matter of local determination. (Adopted 11/95)

**7.35: Seller authority required.** Lock-boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or any other written document. Inclusion in MLS compilations cannot be required as a condition of placing lock-boxes on listed property. (Amended 05/17)

**7.36: Reporting missing keys.** Associations or MLSs must charge keyholders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the association or MLS. Upon receipt of notice, the association or MLS must take any steps deemed necessary to secure the system. (Amended 05/17)

**7.37: Rules and procedures governing lockbox systems.** Associations and MLSs must adopt written, reasonable, and appropriate rules and procedures for administration of lock-box systems which may include appropriate fines, not to exceed \$15,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the association or MLS and set forth in the rules and procedures. All keyholders, whether or not they are association members or MLS participants shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lock-box system. (Amended 05/17)

Key lease agreements may contain a liquidated damages provision to offset some or all of the costs in reestablishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the keyholder. (Amended 11/97)

**7.38: Issuing electronic programmers or keypads on temporary basis.** In the event electronic lock-box programmers or keypads are sold or leased, a designated REALTOR® principal or an office's broker of record may purchase or lease additional programmers or keypads to be issued on a temporary basis to other keyholders in the same office in the event their programmer or keypad becomes non-functional outside normal business hours or under circumstances where a replacement programmer or keypad is not reasonably available from the issuing association or MLS. When a programmer or keypad is issued on a temporary basis, it shall be the responsibility of the REALTOR® principal or the broker of record to advise the association or MLS in writing that the programmer or keypad has been issued, to whom, and the date and time of issuance within forty-eight (48) hours. It shall also be the responsibility of the Realtor® principal or the broker of record to advise the association or MLS in writing within two (2) business days after possession of the previously issued programmer or keypad has been reassumed. (Adopted 05/17)

**7.39: Requiring “approved” lockbox systems.** As a matter of local discretion, associations and MLSs may require placement of an “approved” lock-box on listed properties if any device giving access to real estate professionals or service providers is authorized by the seller and occupant and is placed on the property. The purpose of this requirement, if adopted by an association or MLS, is to ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a lock-box or other access device be “approved” does not limit the devices that satisfy the requirement to lock-boxes leased or sold by an association or MLS. The association or MLS may require that the devices be submitted in advance for approval, and the access device may be any lock-box or other access device that provides reasonable, timely access to listed property. The association or MLS also may revoke the approval or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. (Adopted 05/17)

## **Meetings**

**Section 8: Meetings of MLS Committee:** The multiple listing service committee shall meet for the transaction of its business at a time and place to be determined by the committee or at the call of the chairperson.

**Section 8.1: Meetings of MLS Participants:** The committee may call meetings of the participants in the service to be known as meetings of the multiple listing service.

**Section 8.2: Conduct of the Meetings:** The chairperson, or vice chairperson, shall preside at all meetings or, in their absence; a temporary chairperson from the membership of the committee shall be named by the chairperson or, upon his failure to do so, by the committee.

## **Enforcement of Rules or Disputes**

**Section 9: Consideration of Alleged Violations:** The MLS 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 multiple service committee. (Amended 2/98, 2/19)

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

**Section 9.1: Violations of Rules and Regulations:** If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitrations, it may be administratively considered and determined by the MLS committee 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 board of directors decision. (Amended 11/96)

If, rather than conducting an administrative review, the MLS committee has a procedure established to conduct hearings, the decision of the hearing tribunal may be appealed to the board of directors of the association of REALTORS®. Alleged violations of Section 16 of the rules and regulations shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association, except that if the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association. (Amended 2/98)

**Section 9.2: Complaints of Unethical Conduct:** All other complaints of unethical conduct shall be referred by the committee to the secretary of 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 MLS committee 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 MLS committee that the use is authorized. Any proof submitted will be considered by the MLS committee, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the MLS committee determines that the use of the content was unauthorized, the MLS committee 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 MLS committee 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.

**Note:** Adoption of Sections 9.3 and 9.4 are not required if the MLS has adopted alternative procedures to address alleged misuse of listing content that includes notice to the alleged infringer.



## **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.

## **Ownership of MLS Compilations\* and Copyright**

**Section 11: Submission:** By the act of submission of any property listing content to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation, and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (Amended 5/16)

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 2/19)

The Digital Millennium Copyright Act (DMCA) is a federal copyright law. It exempts an online services provider (“OSP”) from copyright infringement liability for allegedly infringing works that are posted on the OSP’s website from third parties.

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. Here is the link to the Copyright Office registration. <https://dmca.copyright.gov/osp/login.html>
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.

**Branch County Association of REALTORS® Policy for the  
Digital Millennium Copyright Act  
08/09/2019**

Branch County Association of REALTORS® and its Multiple Listing System shall have the Digital Millennium Copyright Act (DMCA) Notice as attached in “Exhibit A” linked to all its websites.

When the Branch County Association of REALTORS® Designated Copyright Agent receives an infringing claim they shall determine if the party filing the claim (complainant) is an MLS Participant or MLS User and, if they are, the claim shall go through the process in the MLS Rules and Regulations for handling such copyright infringing claims. ( Section 7)

If the complainant is not an MLS Participant or MLS User, the Branch County Association of REALTORS® Designated Copyright Agent shall follow the following process:

1. Upon receipt of a copyright infringing claim the Branch County Association of REALTORS® Designated Copyright Agent shall remove the alleged infringing material from the Branch County Association of REALTORS® Site(s).
2. The Branch County Association of REALTORS® Designated Copyright Agent shall forward the claim immediately to the party posting the alleged infringing material to the Association’s or MLS’s Site(s) using the letter attached as “Exhibit B”. The party receiving the letter shall have 10 business days to file a Counter-Claim with the Branch County Association of REALTORS® Designated Copyright Agent.
3. If a Counter-Claim is filed, the Branch County Association of REALTORS® Designated Copyright Agent shall send a copy to the complainant immediately and they shall have 10 business days to file suit against the alleged infringer. If no suit is filed, the alleged infringing material shall be restored to the Site(s).
4. If a suit is filed against the alleged infringer, the alleged infringing material shall be restored to the Site(s) until the suit is decided Branch County Association of REALTORS® shall follow the Court’s decision regarding the alleged infringing material.

## **Exhibit A**

### **Digital Millennium Copyright Act (DMCA) Notice for Branch County Association of REALTORS®**

Branch County Association of REALTORS® and its Multiple Listing System (MLS) own, operate, and/or maintain bcarealtors.com and other websites on which this notice appears or is linked bcarealtors.realtor??

Branch County Association of REALTORS® respects the intellectual property rights of others and expects you to do the same. Per the DMCA, Branch County Association of REALTORS® will respond expeditiously to claims of copyright infringement on the Site if submitted to Branch County Association of REALTORS®'s Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, Branch County Association of REALTORS® will take whatever action it deems appropriate within its sole discretion, including the removal of the allegedly infringing materials.

If you believe that your intellectual property rights have been violated by Branch County Association of REALTORS® or a third party who has provided the content to the Site, please provide all of the following information to Branch County Association of REALTORS®'s Designated Copyright Agent listed below:

- (1) A description of the copyrighted work or other intellectual property that you claim has been infringed;
- (2) A description of where the material that you claim is infringing is located on the Site;
- (3) An address, a telephone number, and an e-mail address where Branch County Association of REALTORS® can contact you;
- (4) A statement that you have a good-faith belief that the use is not authorized by the copyright owner, or other intellectual property rights owner, or by its agent, or by law;
- (5) A statement by you that under penalty of perjury the information in your notice is accurate and that you are the copyright owner or intellectual property owner or are authorized to act on the owner's behalf;
- (6) Your electronic or physical signature.

Branch County Association of REALTORS® may request additional information before removing any allegedly infringing material. In the event Branch County Association of REALTORS® removes the allegedly infringing materials, Branch County Association of REALTORS® will immediately notify the person responsible for posting such materials that Branch County Association of REALTORS® removed or disabled access to the materials. Branch County Association of REALTORS® may also provide the responsible person with your e-mail address so that the person can respond to your allegations.

Branch County Association of REALTORS® reserves the right to terminate, limit or suspend any user's access to the Site in event of repeated infringing activity. If you believe that a user of this Site is a repeat infringer, please follow the above instructions to contact Branch County Association of REALTORS®'s Copyright Agent. Please include sufficient information to assist Branch County Association of REALTORS® in determining that the user repeatedly engaged in infringing activity.

Branch County Association of REALTORS® registered a Designated Agent with the Copyright Office pursuant to Title 17, United States Code, Section 512(c)(2). Branch County Association of REALTORS®'s Designated Copyright Agent is:

[Name of Designated Agent]  
28 W. Chicago Street  
Suite 1E  
Coldwater, MI 49036  
United States  
517-278-3192  
Branchrealtors@gmail.com

## **Exhibit B**

[date]

[name]

Dear [name],

The Branch County Association of REALTORS® Designated Copyright Agent has received the attached Digital Millennium Copyright Act (DMCA) Copyright Infringement Claim and has removed the alleged infringing material from all Branch County Association of REALTORS® Websites.

You have 10 business days to file a Counter-Claim with the Branch County Association of REALTORS® Designated Copyright Agent. Your Counter-Claim shall contain all the following:

1. Identification of the specific URL's of the material that Branch County Association of REALTORS® has removed or disabled access to.
2. Your full name, address, telephone number and email address.
3. Information regarding your copyright ownership or authorized use of the alleged infringing material.
4. The Statement: " I swear, under penalty of perjury, that I have a good faith belief that the alleged infringing material was removed or disabled access to as a result of mistaken information, misidentification of the material in question or deliberate misreading of the law."
5. The Consent Statement: " I hereby consent to the jurisdiction of Federal District Court for the judicial district in which I reside (or, if my address is outside the United States, the jurisdiction of the Federal Western District of Michigan). I agree to accept service of process from the complainant."
6. A scanned physical signature or a valid electronic signature at the end of your Counter-Claim.

Your Counter-Claim shall be emailed to the Branch County Association of REALTORS® Designated Copyright Agent as identified below.

Sincerely,

[Name of Designated Copyright Agent]  
Branch County Association of REALTORS® Designated Copyright Agent  
28 W. Chicago Street  
Suite 1E  
Coldwater, MI 49036  
United States  
517-278-3192  
Branchrealtors@gmail.com

**Section 11.1:** All right, title and interest in each copy of every multiple listing compilation created and copyrighted by the Branch County Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Branch County Association of REALTORS®.

**Section 11.2: Display:** Each participant shall be entitled to lease from the Branch 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 copy the rental fee set by the association.\*

*\*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 nor 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 Compilations**

**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 users are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association 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.

*\*It is intended that the participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or which the participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.*

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 a particular property 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:** Use of information from MLS compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS participant or in other public representations may not be prohibited.

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

Based on information from the Branch County Association of REALTORS® (alternatively, from the BCAR MLS) for the period (date) through (date)" (Amended 11/93)

## 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 multiple listing service committee, subject to approval by the board of directors of the association of REALTORS®.

## Arbitration of Disputes

**Section 15: Arbitration of disputes:** By becoming and remaining a participant, each participant agrees to arbitrate contractual disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in the 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 Michigan Association of REALTORS®.

**Interboard Arbitration Procedures:** Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the interboard 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 particular 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)

### **Standards of Conduct for MLS Participants**

**Section 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)

**Section 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.

**Section 16.3:** MLS Participants acting as subagents or as buyer/tenant representatives, 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)

**Section 16.4:** MLS participants shall not solicit a listing which is currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS participant, refuses to disclose the expiration date and nature of such listing; (i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client), 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.

**Section 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)

**Section 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. (Amended 11/01)

**Section 16.7:** The fact that an agreement has been entered into with a 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)

**Section 16.8:** The fact that a prospect has retained a 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)

**Section 16.9:** MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyer/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)



**Section 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 agency agreement or, alternatively, may enter into an agency agreement which becomes effective upon expiration of any existing exclusive agreement. (Amended 1/98)

**Section 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.

**Section 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)

**Section 16.13:** MLS participants, prior to entering into a representation agreement, have 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 services. (Amended 1/04)

**Section 16.14:** MLS participants, acting as buyers or tenants representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative not later than execution of a purchase agreement or lease. (Amended 1/04)

**Section 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.

**Section 16.16:** MLS participants, acting as representatives or brokers of sellers/landlords or 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)

**Section 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)

**Section 16.18:** MLS participants, acting as subagents or buyer/tenant representatives, 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 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)

**Section 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.

**Section 16.20:** Participants, users, and subscribers, prior to or after terminating 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)

**Section 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.

**Section 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)

**Section 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)

**Section 16.24:** MLS participants shall present a true picture in their advertising and representations to the public, including Internet content, 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 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 permission; or
- e) otherwise mislead consumers, including use of misleading images. (Amended 1/18)

**Section 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)

## **Orientation**

**Section 17: Orientation:** Any applicant for MLS participation and any licensee (including licenses or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) 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 access has been provided. (Amended 11/04)

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 enhancement and/or changes to MLS rules of policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/17)

## **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. (Adopted 5/17)

**Section 18.1: Authorization:** Participants' consent for display of their listings by other participants pursuant to these rules and regulations must be established in writing. If a participant withholds consent on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants\*

*\*Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 5/17)*

**Section 18.2: Participation:** Participation in IDX is available to all MLS participants who are Realtors® who are engaged in real estate brokerage and 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 5/12)

**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 5/12)

**Section 18.2.3:** Listings including property addresses can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the internet (including, but not limited to, publicly-accessible web sites or VOWs) or other electronic forms of display or distribution. (Amended 5/17)

**Section 18.2.4:** Participants may select the listings they choose to display on their IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, type of property (e.g., condominiums, cooperative, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell, or exclusive agency. Selection of listings displayed through IDX must be independently made by each participant. (Amended 5/17)

**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 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 5/12)

**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 5/12)

**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 5/12)

**Section 18.2.9:** Participants shall maintain a means (e.g., email 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 5/12)

**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:** All listings displayed pursuant to IDX shall 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 the listing data.\* (Amended 05/17)

*\*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters of less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the*

*registered consumer performing the property search or linked to through the device's application. (Amended 5/17)*

**Section 18.3: Display:** Display of listing information pursuant to IDX is subject to the following rules:

**Section 18.3.1:** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. (Amended 5/12)

**Section 18.3.1.1:** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 5/12)

**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 web sites subject to their participant's consent and control and the requirements of state law and/or regulation.

**Section 18.3.6:** Deleted November 2006 by NAR.

**Section 18.3.7:** All listings displayed pursuant to IDX shall show the MLS as the source of the information. (Amended 5/17)

**Section 18.3.8:** Participants (and their affiliated licensees, if applicable) shall indicate on their web sites that IDX information is provided exclusively for consumers' personal, noncommercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.\* (Amended 05/17)

*\* 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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 5/17)*

**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.\* (Amended 05/17)

**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)

*\*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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. (Amended. 05/17)*

**Section 18.3.12:** Display of expired, withdrawn, or sold listings\*\* is prohibited. (Amended 11/15)

*\*\*Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. (Adopted 11/14)*

**Section 18.3.13:** Display of seller’s(s’) and/or occupant’s(s’) names(s), phone numbers(s), and email address(es) is prohibited.

**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 5/12)

**Section 18.3.15:** Participants must maintain an audit trail of consumer activity on the 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 5/12)

**Section 18.3.16:** Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant’s logo and contact information is larger than that of any third party. (Adopted 11/09)

**Section 18.4:** Service fees and charges for participation in IDX shall be established annually by the Board of Directors. (Adopted 11/01, Amended 5/05)

## **Section 19: Virtual Office Websites**

### **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 VOWs, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant.
- c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights on whose behalf the AVP operates a VOW.

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 email address for, each Registrant. The participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
  - iii. The participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any email address is associated with only one user name and password.
- b) The participant must assure that each Registrant’s password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.
- c) If the MLS has reason to believe that a participant’s VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d) The participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a terms of use provision that provides at least the following:
  - i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
  - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use
  - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
  - iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property

- v. that the Registrant acknowledges the MLS's ownership of, and the validity of the MLS' copyright in the MLS database.
- e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f) The Terms of use agreement shall also expressly authorize the MLS, and other MLS participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the registrant.

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

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

**Section 19.6:**

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

**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 or withdrawn 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 type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- c) the seller’s and occupant’s name(s), phone number(s), or e-mail address(es).
- d) 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, as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

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

**Section 19.18:** 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 of fifty percent (50%) of the listings in the MLS, whichever is less. (Amended 11/17)

**Section 19.20:** 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 19.21:** A participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 19.22:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**MODEL MICHIGAN REGIONAL INFORMATION CENTER, LLC  
BROKER RECIPROCITY/INTERNET DATA DISPLAY (IDX)  
RULES AND REGULATIONS**

**SECTION 1 - DEFINITIONS**

**Broker Reciprocity** – Broker Reciprocity affords MLS Participants the ability to authorize limited electronic display and delivery 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 listings.

**Broker Reciprocity Database** - the current aggregate compilation of all listings of all Broker Reciprocity Subscribers except those listings where the property seller has opted out of Internet display or other electronic forms of display or distribution by so indicating on the listing contract and on the Listing Data Input Form by entering “NO” in the Public Viewable “YES/NO” field.

**Broker Reciprocity Subscriber (hereafter called a BRS)** – an MLS Participant that participates in the Broker Reciprocity program with their listings.

**Broker Reciprocity Subscriber’s Agent (hereafter called a BRSA)** - is a BRS’s non-principal broker or sales licensee who has written authorization from the BRS to use the BR Database with a limited electronic display or frame their BRS’s limited electronic display.

**MichRIC** – The Michigan Regional Information Center, LLC which is an organization that provides MLS computer services and a real property database to the Members of the MichRIC Member Associations and MLSs.

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 BRS or BRSA sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

**SECTION 2 REPUBLICATION OF BROKER RECIPROCITY DATABASE ON INTERNET PERMITTED..**

- a. A BRS or BRSA may republish all or a portion of the Broker Reciprocity Database on a limited electronic display in accordance with the following provisions and any policies that MLS may adopt from time to time. A BRS or BRSA may select the listings they choose to display through BRS or BRSA based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through BRS or BRSA site must be independently made by each BRS

or BRSA. If you plan to display only a subset of the BR Database, you shall have one of the following disclosures on your web site that explains the situation to consumers:

“(Your firm’s name) does not display the entire MLS (or MichRIC) Broker Reciprocity database on this web site.” And, if applicable, the following statement: “The listings of some real estate brokerage firms have been excluded.”

- b. A BRS or BRSA must notify the MLS of their intention to display Broker Reciprocity information and must give the MLS direct access for purposes of monitoring/ensuring compliance with the applicable rules and policies.
- c. Display of expired and withdrawn listings is prohibited.
- d. Because “sold” information is publically accessible in Michigan, the sold listings in the MLS since January 1, 2012 shall be provided in the Broker Reciprocity Database upon request of the BRS or BRSA and the sold listings since January 1, 2012 may be displayed on their limited electronic display subject to these Broker Reciprocity Rules.
- e. Confidential information intended only for the other BRSs and BRSA may not be displayed on Broker Reciprocity sites. The list of those fields by Property type is as follows:

**Residential (and All Other Property types)**

Office Id, Agent ID, Co-Office ID, Co-Agent ID, Public Viewable, Show Address to Public, Show AVM to Public, VOW Public Comments, Sub Agency Compensation, Buyer Agency Compensation, Transaction Coordinator Compensation, Variable Rate, Exclusive Agency, Reserved Prospect, Listing Date, Expiration Date, Occupant Type, Owner Name, Owner Phone, Showing Instructions, Tour Date, Tour Time, Agent Only Remarks

**Vacant Land (Same as Residential) plus the following:**

Listings to Commercial Source

Documents at Listing Office

**Multi Family (Same as Residential) plus the following:**

Annual Insurance, Annual Maintenance, Annual Utilities

Annual Maintenance Fees, Gross Operating Income, Total Expense, Net Operating Income

**Commercial Sale (Same as Residential)**

**Commercial Lease (Same as Residential)**

**For All Sold Listings:** Sold Sales Condition, Sold Sale Terms and Seller Concessions

Participation in Broker Reciprocity is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants.

- f. The BRS or BRSA must refresh all MichRIC downloads and BRS and BRSA displays automatically fed by those downloads at least once every twelve (12) hours. The MLS requires you to display on your web site the last update date. (i.e. Updated: xx/xx/xx)
- g. A BRS or BRSA may not modify the actual data relating to another BRS’s listing. A computer generated written description of the listing using the actual data from the BRS’s listing is permissible. For your own listings, you can do anything you want to as long as it is in compliance with applicable laws and the Code of Ethics. MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS

data display or display of fewer than all of the available listings or fewer authorized data fields. The additional data shall be located outside the “body” of the BR’s listing as defined in subparagraph “m”.

- h. Listings, including property addresses, can be included in BR displays except where a seller has directed their listing brokers to withhold their listing or the listing’s property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. If the property address is withheld, the property shall not appear on any maps.
- i. Display of seller’s(s’) and/or occupant’s (s’) name(s), phone number(s), and email address(es) is prohibited.
- j. Any BR 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 BR policy and these rules, “control” means the ability to add, delete, modify and update information as required by the BR policy and MLS Rules.
- k. A brief or thumbnail display is defined as being no more than 200 characters of listing data text. A thumbnail display of another BRS’s listing may not include any contact information or branding of the BRS who owns the web site or any of its agents. A thumbnail display may only include the following: text data about the listed property, an image of the listed property, the logo of the listing broker and “buttons” or hot links for a detailed listing display. The provision relating to “contact information or branding” is designed to prevent the web-site-owning BRS’s or BRSA’s contact information, contact links, and branding, and that of its agents, from appearing on other BRS’s listings. “Branding” refers to any marks or language referring to the web-site-owning BRS repeated in the thumbnail display of another BRS’s listing. Any association of such information or branding with the listing data is a violation of this rule.
- l. A search result producing a detailed display of another BRS’s listing shall display that BRS’s name and Listing Agent’s name within the property information in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc. of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application. MichRIC’s copyright notice shall be displayed immediately following the property information. The copyright notice shall be at least a 10 point font size and appear exactly as follows: “ Copyright nnnn MichRIC, LLC. All rights reserved. “[Where nnnn is the current year.] The copyright symbol can be used in place of the word “copyright”. MLS interprets any display containing more than 200 characters of listing data text as being a detailed display. A detailed display of another BRS’s listing may not include any contact information or branding of the MLS Participant who owns the web site or any of it’s agents within the “body” of the listing data. The “body” is defined as the rectangular space whose borders are prohibition on branding or contact information within the “body” of the listing data is intended to prevent any possible confusion on the part of the consumer as to source of the listing. Unbranded buttons that go to an unbranded popup are allowed in the “body” of the listing data such as “schedule showing”, “contact us”, “save as favorite”, etc.

- m. Any result identifying another BRS's listing shall include the disclaimer "Information Deemed Reliable But Not Guaranteed." This disclaimer shall be at least a 10 point font size. Display 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.
- n. Any limited electronic display used for publication of the Broker Reciprocity Database or any portion thereof must be controlled by a BRS or a BRSA and advertised as that BRS's or BRSA's limited electronic display. In order to participate in Broker Reciprocity™, a limited electronic display must be marketed and branded or cobranded as the broker's site. For purposes of the BR policy and these rules, "control" means the ability to add, delete, modify and update information as required by the BR policy and MLS Rules.
- o. Non-principal brokers and sales licensees affiliated with a BRS may display information available through Broker Reciprocity on their own websites subject to their BRS's consent and control and their written authorization. If written authorization is obtained by a non-principal broker or sales licensee to use the BR database to populate their web site, the BRS, licensee and any third party vendor shall sign an agreement with the MLS setting forth the permissible uses of the BRS Database, agreeing to comply with the MLS Rules and Regulations governing the BR Database, and agreeing to comply with all state laws and regulations.
- p. Any BRS or BRSA display controlled by a BRS or BRSA that:
  - 1. 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
  - 2. 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 paragraph q below, a participant's BRS display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent a BRS or BRSA display from notifying its customers that a particular feature has been disabled at the request of the seller.

- q. BRSs and BRSAAs 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 BRSs and BRSAAs 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, BRSs and BRSAAs shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.
- r. BRSs and BRSAAs may not use Broker Reciprocity provided listings for any purpose other than display as provided for in these rules. This does not require a BRS or BRSA to prevent indexing of Broker Reciprocity listings by recognized search engines.



- s. A BRS or BRSA must make changes to an Internet display necessary to cure a violation of the MLS's Rules and Regulations within five (5) business days of notice from the MLS of the violation. MLS reserves the right to discontinue the data feed you receive if you do not comply with this requirement. You may also be subject to fines from the MLS. The recipient of a sanction may request a hearing before the Professional Standards Committee of the Association of REALTORS in accordance with the Bylaws and Rules and Regulations of the Association within 20 days following receipt of the notice of violation.
- t. Except as provided in the BR policy and these rules, a Broker Reciprocity site or a BRS or BRSA operating a Broker Reciprocity site or displaying BR information as otherwise permitted may not distribute, provide, or make any portion of the MichRIC database available to any person or entity. In addition, a brokerage firm cannot sell access to the Broker Reciprocity Data to other brokers or any other businesses, whether or not they are participants in MLS.
- u. A BRS or BRSA may co-mingle the listings of other brokers received in a BR feed with listings available from other MLS BR feeds, provided all such displays are consistent with the BR rules, and the BRS and BRSA 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 BR data feeds resulting in the display of BR information from each of the MLSs on a single search results page; and that BRSs may display listings from each BR feed on a single webpage or display.
- v. No portion of the Broker Reciprocity Database shall be co-mingled with any non-MLS listings on the BRS's or BRSA's Internet web site limited electronic display. If you take listings from consumers but do not put them into an MLS system, they cannot appear on any thumb-nail display or as part of any search results with BR Database data. If the property in question appears in any other MLS, then the property may be co-mingled.  
If you serve a market area without an MLS, you must either enter such listings into an MLS in a market that has one, or you must not co-mingle those listings with the BR Database listings.
- w. Any BRS and BRSA using a third party to develop and /or design its limited electronic display shall have a written agreement with that third party in the form prescribed by the MLS. MLS requires that third parties gaining access to the BR Database sign the standard contract as approved by the MLS. Providing an MLS password to an unauthorized recipient is a serious violation of the MLS Rules and Regulations punishable by a fine as established by the individual MichRIC Member Associations for their MLS.
- x. Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party.