



RULES AND REGULATIONS

**Iowa Great Lakes Board of REALTORS® Multiple Listing Service,
*Committee of Iowa Great Lakes Board of REALTORS®***

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 service area of the Multiple Listing Service, and are taken by participants on exclusive right to sell and exclusive agency listing forms shall be entered into the Multiple Listing Service database by 5:00 PM the following business day after all necessary signatures of seller(s) have been obtained:

- (a) single family homes for sale or exchange
- (b) vacant lots and acreage for sale or exchange
- (c) two-family, three-family, and four-family residential buildings for sale or exchange
- (d) commercial
- (e) mobile homes in parks (if licensed agent)
- (f) timeshares

The board office reserves the right to request any listing documents at any time and participants are required to send requested documents by 5:00 PM the following business day after the request has been sent.

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 interests 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.

The listing agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service.

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.

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.

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 names 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.

Co-listings between two agents are only allowed when both agents are subscribers of the MLS.

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.

Note 4: If a Seller has opted out of the MLS (Office Exclusive), the listing broker may, with the written permission of the Seller, elect to enter the corresponding property and transactional sales data into the MLS database. Listing broker is required to include in the private remarks of the listing in the MLS database: ****Seller Opted Out of the MLS- this data is provided for statistical purposes only.****

****Per the Clear Cooperation Policy, if a seller has opted out of the MLS, all forms of public marketing are prohibited.*

Note 5: Off-MLS Listings can be added to the MLS but must be added by 5:00 PM on the business day following the closing date, with a valid listing agreement or written authorization from the seller if no listing agreement exists. Listing must be submitted under 'Closed' status and all information submitted must properly reflect the transaction as it took place. Agent or broker is required to include in the private remarks of the listing in the MLS database: ****Data provided for statistical purposes only.****

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, 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: TYPES OF PROPERTIES

Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service at the participant's option provided, however,

that any listing submitted is entered into within the scope of the participant's licensure as a real estate broker:

- Motel-Hotel
- Residential Income
- Mobile Homes
- Subdivided Vacant Lot
- Mobile Home Parks
- Land and Ranch
- Commercial Income
- Business Opportunity
- Industrial

SECTION 1.1.1: LISTING 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 WITHIN THE SERVICE AREA

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: DUPLICATE LISTINGS/DELAYED SHOWINGS

Duplicate active listings of the same property address are prohibited.

In the event a seller chooses to delay the availability of the property for showings, a written and signed seller request must accompany the listing documents. The listing agreement shall be dated for the date in which the delayed showing period begins. During the “no-showing” period, listing agent and MLS participants are prohibited from gaining access and making entry to the property for the purpose of showing a potential buyer client. The listing agent is also prohibited from the use of a real estate sign or any other form of public advertising during the delayed showing period. At the expiration of the delayed showing period, the listing must be immediately entered into the MLS data system with the seller signed delayed listing form and listing agreement uploaded to private documents. Delayed listings shall be permitted for a period of no more than seven (7) calendar days.

SECTION 1.3: EXEMPTED 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 must be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Service.

Note 1: 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 LISTINGS

All changes from the original listing agreement shall be authorized in writing by the Seller. Status changes including cancellations, withdrawals, and extensions shall be entered into the MLS database by 5:00 PM the following business day after the authorized change is received by the listing Broker.

SECTION 1.5: WITHDRAWAL OF LISTING PRIOR TO EXPIRATION

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

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller.

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 compilations of current listings unless the property is subject to auction.

SECTION 1.8: LISTING MULTIPLE UNIT PROPERTIES

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

SECTION 1.9: NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS

The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants.

SECTION 1.10: EXPIRATION OF LISTINGS

Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration dates specified in the agreement, unless prior to the date the MLS receives notice that the listing has been extended or renewed.

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

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

Note: Associations must choose whether the service will accept listings from beyond its service area into the MLS compilation. (Adopted 5/18)

****IGLBOR's service area shall be defined as the MN counties of Nobles, Jackson, and Martin and the IA counties of Osceola, Dickinson, Emmet, O'Brien, Clay, Palo Alto, Cherokee, Buena Vista, Kossuth, and Pocahontas. Listings within IGLBOR's service area must be submitted to the Multiple Listing Service. Listings located outside IGLBOR's service area, are permitted but not required to be added to the Multiple Listing Service. (Adopted 6/18)**

SECTION 1.13: LISTING 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, Board 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 Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of the 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: LISTING 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, Board 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 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 expulsion became effective. If a Participant has been expelled from the Board (except where MLS participation without Board Membership is permitted by law), or MLS, (or both) for failure to pay appropriate dues, fees, or charges, a Board 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 Participants 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.

SECTION 1.17: BRANDING/PHOTOS/TOURS

The MLS database is intended to serve as a platform to market properties, not MLS participants. No content shall be allowed in the public remarks which reference any listing company or company information.

Photos, videos, and virtual tours which include real estate signs or any reference to any listing company or information are prohibited, except in those fields labeled specifically for 'Branded' content. Use of photos taken by other agents requires the expressed consent of that agent.

All listings are required to include a minimum of one exterior photo of the property. For new construction, a computer-generated likeness or floor plan may be used.

Digital manipulation of photos is allowed so long as the below requirements are followed, and the images are not deceptive to potential buyers.

- (a) Digitally removing any items from photos is not allowed.
- (b) Property must be vacant.
- (c) Virtual staging is only allowed in interior photos. No staging or manipulating shall be applied to any exterior photos, with the exception of virtually staging of furniture on existing decks and/or patios.
- (d) Covering property defects using digitally staged items is prohibited.
- (e) Digital manipulation which changes the structure or layout is not allowed.
- (f) Adding or removing permanent visual elements is not allowed. (i.e. Removal of an electrical line that can be seen out the front window or adding a lake view to a non-lake property.)
- (g) Agent must include in the **Public Remarks**: "Listing contains virtually staged photos."
- (h) Agent must include in the **Agent Remarks**: "Listing contains virtually staged photos. Contact listing agent for original photos." Listing agent is required to send original photos when requested.
- (i) Each photo which has been edited must have a **photo label** stating, "Photo has been digitally staged."

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.

SECTION 2.2: SUBMISSION OF WRITTEN 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 termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to the acceptance of subsequent offer.

Participants representing buyers or tenants shall submit to the buyer 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.

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 11/19)

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 counteroffer made by the Seller or lessor. He does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions

to the cooperating broker that the listing broker is not to 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.

SECTION 2.5: REPORTING SALES TO THE SERVICE

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service (entered into the MLS database) by the listing broker by 5:00 PM the following business day after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker by 5:00 PM the following business day after occurrence and the listing broker shall report them to the MLS by 5:00 PM the following business day after receiving notice from the cooperating broker. (Amended 12/16)

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. (Adopted 5/18)

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 provided below.

The MLS may provide sale price information to governmental bodies only to be used for 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, sales prices can only be categorized as confidential in states where the actual sales prices of completed transactions are not accessible from public records. (Adopted 5/18)

SECTION 2.6: REPORTING RESOLUTION OF CONTINGENCIES

The listing broker shall enter into the Multiple Listing Service database by 5:00 PM the following business day that all contingencies on file with the Multiple Listing Service have been fulfilled or renewed, or the agreement canceled.

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 by the seller, the listing broker shall disclose if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

Upon acceptance of offer, any contingency applicable to sale shall be properly identified in the MLS database along with the corresponding status “Active Contingent” by 5:00 PM the following business day. In instances when Sellers expressly wish to abstain from such disclosure, written authorization must be submitted to the Service by 5:00 PM the following business day of offer acceptance. (Amended 6/18)

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 the "For Sale" sign of the listing broker may be placed on a property.

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.

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 Standard 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 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 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 listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

SECTION 4.4: USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE

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

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: 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 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 of (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.

In filing a property with the multiple listing service of any association of REALTORS®, the participant of the service is making a blanket unilateral offer 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 his endeavor to sell.*

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

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 11/95)

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

*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 compensations specified on listings published by the MLS shall be shown in one of the following forms:

1. By showing a percentage of the gross selling price
2. By showing a definite dollar amount
3. By showing a percentage of net selling price

Note: Net sales price, which by our definition, is sales price minus closing costs related to financing.

Note 2: The listing broker may, from time to time, adjust the compensation being offered to other multiple listing service participants with respect to any listing by advance published notice to the service so that all participants will be advised.)

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

Note 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that

compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court 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.

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

Note 6: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers. (Amended 5/09)

SECTION 5.0.1: DISCLOSING POTENTIAL SHORT SALES

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)

SECTION 5.1: PARTICIPANT AS PRINCIPAL

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

SECTION 5.2: PARTICIPANT AS PURCHASER

If a participant or any licensee (or licensed or 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.

SECTION 5.3: DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS

The existence of a dual or variable rate commission agreement (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.

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 the MLS where the listing is filed.

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 office membership in the service shall pay a one-time new office processing fee of \$1000.00, for each participating office with such fee to accompany the office application.

An applicant for membership in the service shall pay a one-time new member processing fee of \$250.00 with such fee to accompany the participant application.

Each new office is entitled to receive one office level administrative access at no charge. Each additional administrative access shall be required to pay a \$50/quarter fee, charged to the office broker.

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 \$640.00 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the 25th day of the month prior to the beginning of the quarter during the fiscal year. Fees for new members shall be prorated on a monthly basis.

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

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

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

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

*****Multiple Listing fees shall be billed quarterly and are due on the 25th day of the month prior to the beginning of each quarter. MLS fees may be prepaid up to through year end. **Members with non-continuous membership in the Service will be required to reapply. A \$50 reactivation fee applies to these members.****

Access to and use of the Supra lockbox system is included in the recurring participation fee. Lockboxes are assigned to the Principal Broker for each office and issuance of Lockboxes to member agents is at the Principal Broker's discretion. It is the broker's responsibility to maintain up to date inventory of boxes assigned to them at all times.

COMPLIANCE WITH RULES

SECTION 7: COMPLIANCE WITH RULES

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

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

Note 1: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period 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*)

The following action may be taken for noncompliance with the rules:

(a) For failure to pay any service charge or fee within ten (10) days of the date due, a late fee of \$25 may apply and the Service shall be suspended until service charges or fees are paid in full. When a Broker is suspended for non-payment of service charges or fees, the office may be suspended until payment is made in full plus any penalties if applicable.

(b) For sharing account access, the provisions of **Section 19** shall apply.

Note: Generally, warning, censure, and the imposition of a moderate fine is 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.

There will be a reactivation fee of \$50.00 per members whose access has been suspended for non-payment. Reactivation fees are applicable to both user access and RETS feed access.

SECTION 7.2: APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS

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

CHANGES TO MULTIPLE LISTING POLICY STATEMENTS

Eligibility for coverage under NAR's blanket errors & omissions insurance program is contingent on compliance with the following security measures whether the system is operated by the association, its MLS, or on behalf of an association by a recognized lockbox vendor. (Adopted 5/18)

1. **Types of keys**- Any physical or electronic key, programmer, or other device (hereinafter referred to as key) by which a lockbox 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. (Adopted 5/18)

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 5/18)

As a matter of local discretion, the listing broker or agent can issue temporary codes/access to the lockbox 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 5/18)

- 2. Security protocols-** Keys must be obtained from the original manufacturer, from a recognized vendor or lockbox 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. (Adopted 5/18)

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

- where an authorized user can override or escalate the 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 5/18)

- 3. Availability of lockbox system and keys-** Any lockbox system must be designated as either an activity of an association of REALTORS or as an association owned and operated MLS. (Adopted 5/18)

If the lockbox 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. (Adopted 5/18)

If the lockbox system is an activity of an association-owned and operated MLS, the 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. (Adopted 5/18)

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 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. (Adopted 5/18)

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. (Adopted 5/18)

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 5/18)

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

- 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. (Adopted 5/18)
- 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 convictions(s) and
 - evidence of current fitness to practice real estate

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. (Adopted 5/18)

Associations or MLSs may suspend the right to lockbox keyholders to use lockbox 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 (Adopted 5/18)

4. **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. (Adopted 5/18)

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 5/18)

A lockbox audit will be completed annually by each Principal Broker during the first quarter of each year, at the direction of the IGLBOR office. If the Principal Broker fails to return the lockbox audit form in the time frame indicated, they will be fined \$25 per day for every day it is late. Principal Brokers are responsible for the management of lockboxes issued to them by the IGLBOR.

If an agent transfers from one Principal Broker to another, the Principal Broker the agent is transferring from is responsible for ensuring lockboxes issued to that agent are returned to their inventory prior to transfer. Principal Brokers who are unable to account for lockboxes issued to them during the yearly audit, or at any other time upon exiting the MLS, will be responsible for paying the cost of replacement.

5. **Seller Authority Required-** Lockboxes 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 lockboxes on listed property. (Adopted 5/18)
6. **Reporting Missing Keys-** Associations or MLSs shall 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 shall/must take any steps deemed necessary to resecure the system. (Adopted 5/18)
7. **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. (Adopted 5/18)

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. (Adopted 5/18)

8. **Issuing Electronic Programmings or Keypads on Temporary Basis**-In the event electronic lockbox 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 05/18)

9. **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 "MLS 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 05/18)

MLS POLICY STATEMENT 7.42: JURISDICTION OF ASSOCIATION MULTIPLE LISTING SERVICES

The service area of multiple listing services owned and operated by associations of REALTORS® is not limited to the jurisdiction of the parent association(s) of REALTORS®. Rather, associations are encouraged to establish multiple listing services that encompass natural market areas and to periodically reexamine such boundaries to ensure that they encompass the relevant market area. While associations are encouraged to work cooperatively to establish market area multiple listing services, the absence of such an agreement shall not preclude any association from establishing and maintaining a multiple listing service whose service area exceeds that of the parent association(s) jurisdiction. MLSs may **not** require other offices of a firm to participate in the MLS if any office of that firm participates in that MLS. (Revised 5/02)

MLS POLICY STATEMENT 7.43: WAIVERS OF MLS FEES, DUES AND CHARGES

Recurring MLS fees, dues and charges may be based upon the total number of real estate brokers, sales licensees, and licensed or certified real estate appraisers affiliated with or employed by an MLS participant.(Amended 11/17)

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 where the principal broker participates. MLSs may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated.(Amended 8/18)

MLS POLICY STATEMENT 7.58: INTERNET DATA EXCHANGE (IDX) POLICY

The IDX policy gives 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 applications and audio devices. As used throughout this policy, "display" includes "delivery" of such listings. Associations of REALTORS and their multiple listing services must enable MLS participants to display aggregated MLS listing information by specified electronic means in accordance with this policy. Requests for IDX feeds/downloads must be acted on by the MLS within five (5) business days from receipt, barring extenuating circumstances related to an individual's qualification for MLS Participation, and review of the participant's and vendor's use of the IDX information consistent with the MLS rules, in which case an estimated time of approval or denial must be issued.

For purposes of this policy "control" means participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the participant and must be presented to the public as being the participant's display. Actual control requires that the participant has developed the display or caused the display to be developed for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer receiving the participant's display will understand the display is the participant's and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear, conspicuous, written or verbal identification of the name of the brokerage firm under which the participant operates except as otherwise provided for in this policy (e.g., displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules. (Adopted 5/18)

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

Associations and MLSs can also offer alternative display options including framing of board, MLS, or other publicly-accessible sites displaying participants' listings (with permission of the framed site). For purposes of this policy, "downloading" means electronic transmission of data from MLS servers to participants' servers on a persistent or transient basis, at the discretion of the MLS. The MLSs IDX download must be refreshed to accurately reflect all updates and status changes no less frequently than every twelve (12) hours. (Adopted 5/18)

Note: If "sold" information is not publicly accessible, sold listings can be removed from the MLSs' IDX feeds/downloads. "Publicly accessible" sold information as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs must provide for its Participants' IDX displays publicly accessible sold information maintained by the MLS starting January 1, 2012. (Adopted 5/18)

MLSs that allow persistent downloading of the MLS database by participants for display or distribution on the Internet or by other electronic means may require that participants' websites (1) utilize appropriate security protection, such as firewalls, provided that any security obligations imposed on participants may not be greater than those employed currently by the MLS, and/or (2) maintain an audit trail of consumer activity on participants' websites and make that information available to the MLS if the MLS has reason to believe that a participant's IDX website has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. This policy does not require associations or MLSs to establish publicly accessible sites displaying participants' listings. (Adopted 5/18)

Unless state law requires prior written consent from listing brokers, listing brokers' consent for IDX display may be presumed unless a listing broker affirmatively notifies the MLS that the listing broker 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 IDX display of that participant's listings, then that participant may not display the aggregated MLS data of other participants on an IDX site (Adopted 5/18).

Alternatively, MLSs may require that participants' consent for IDX display of their listings by other participants be affirmatively established in writing. Even where participants have given blanket authority for other participants' IDX display of their listings, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. (Adopted 5/18)

Access to MLS databases, or any part of such databases, may not be provided to any person or entity not expressly authorized such access under the MLS rules. (Adopted 5/18)

Participants' Internet websites and other authorized display mechanisms may also provide other features, information, or services in addition to IDX information (including Virtual Office Website ["VOW"] functions) which are not subject to this policy. (Adopted 5/18)

MLS POLICY STATEMENT 7.98: ELECTRONIC DISPLAY OF OTHER PARTICIPANT'S LISTINGS

MLSs may, but are not required to, give participants the ability to authorize electronic display of their listings by other participants outside the context of the Internet Data Exchange (“IDX”) policy and rules, the Virtual Office Website (“VOW”) policy and rules and Confidential (Back-end Office) data feeds policy and rules.

Participants may not be required to consent to display or distribution of their listings through non-IDX and non-VOW channels as a condition of participation in MLS or as a condition of participation in IDX, except as otherwise provided for in the IDX rules. Electronic display and distribution pursuant to this policy contemplates, but is not limited to, Short Message Services (“SMS”)/texting technologies, and interactive “social media”. All electronic displays and/or distribution of other participants’ listings conducted pursuant to this policy must comply with state law and regulations and applicable rules.

Displays addressed by this policy may be subject to technological limitations on disabling/discontinuing third-party comments/reviews, disabling/discontinuing automated displays of market value, “refreshing” displays on a periodic basis, and possibly other issues which should be taken into consideration when developing rules and policies governing such displays. (Adopted 11/12)

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 committee shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be

subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors).

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original 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 a request for arbitration, it may be administratively considered and determined by the multiple listing service committee, and if a violation is determined, the committee may direct the imposition of sanction provided that the recipient of such sanction may request a hearing before the Grievance committee of the association in accordance with the bylaws and rules and regulations of the Iowa Great Lakes Board of REALTORS® within twenty (20) days following receipt of the committee's decision.

If, rather than conducting an administrative review, the multiple listing committee has a procedure established to conduct hearings, the decision of the multiple listing committee may be appealed to the board of directors of the Iowa Great Lakes Board of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Iowa Association of REALTORS® Grievance Committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Iowa Association of REALTORS® Grievance Committee.(Amended 6/18)

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.

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 appraiser affiliated with such participants.

SECTION 10.1: MLS RESPONSIBILITY 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 Services 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 COPYRIGHTS

**The Term MLS compilation, as used in Sections 11 and 12 herin, shall be construed to include any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.*

SECTION 11

By the act of submission of any property listing content to the MLS the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS 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 5/06)

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. (Adopted 5/18)

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

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

To qualify for this safe harbor, the OSP must:

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

Full compliance with these DCMA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. 512.

SECTION 11.1

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

SECTION 11.2: DISPLAY

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

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

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

USE OF COPYRIGHTED MLS 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 Board of Realtors, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participants 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 a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by a Board Multiple Listing Service where access to such information is prohibited by law.

SECTION 12.1: DISPLAY

Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Compilation to prospective purchases 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 prospective purchasers are or may, in the judgment of the Participant or their affiliated licensees, be interested.

**It is intended that the participant be permitted to provide purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in 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, comparable or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds or create a separate data feed to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 5/14)

USE OF MLS INFORMATION

SECTION 13: LIMITATIONS ON USE OF MLS INFORMATION

Use of information from the MLS compilation of current listing information, from the Board's Statistical Report, or from any "sold" or "comparable" report of the Board or MLS for public mass-media advertising by an MLS Participant or in other public representation 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 Board 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 Iowa Great Lakes Board of REALTORS® MLS for the period (date) through (date)”.

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 Iowa Great Lakes Board of REALTORS®.

ORIENTATION

SECTION 15: ORIENTATION

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of 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.

Participants and subscribers may be required at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated additional training remotely. (Adopted 12/16)

INTERNET DATA EXCHANGE (IDX)

SECTION 16: IDX DEFINED

IDX 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. (Amended 6/18)

SECTION 16.1: AUTHORIZATION

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. (Amended 6/18)

*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 5/18)

SECTION 16.2: 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 16.2.1

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 16.2.2

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)

*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 5/18)

SECTION 16.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 6/18)

SECTION 16.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family, commercial), 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 IDX must be independently made by each participant. (Amended 6/18)

SECTION 16.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 12/16)

SECTION 16.2.6

Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 5/12)

SECTION 16.2.7

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 16.2.8

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,

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 16.2.9, 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. (Amended 5/12)

SECTION 16.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 5/12)

SECTION 16.2.10

An MLS participant (or where permitted locally, and 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 16.2.11

Participants shall not modify or manipulate information relating to other participant’s 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 of fewer authorized fields. (Adopted 12/16)

SECTION 16.2.12

All listings displayed pursuant to IDX shall identify the **listing firm** 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 device’s application. (Amended 6/18)*

Note: Listing firm shall be identified in List View (example- in list of search results) except where display might not be possible, in which case refer to 16.2.12. Reasonably prominent shall be defined as on its own or in its own section as not to appear to have been hidden.

SECTION 16.2.13

All listings pursuant to IDX shall identify the **listing agent** 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 device's application. (Amended 6/18)

Note: Listing agent shall be identified in List View (example- in list of search results) except where display might not be possible, in which case refer to 16.2.12. Reasonably prominent shall be defined as on its own or in its own section as not to appear to have been hidden.

SECTION 16.3: DISPLAY

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

SECTION 16.3.1

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.

SECTION 16.3.1.1

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

SECTION 16.3.2

Deleted May 2015

SECTION 16.3.3

Moved May 2018 to Section 16.2.12

SECTION 16.3.4

Moved May 2018 to Section 16.2.

SECTION 16.3.5

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

SECTION 16.3.6

Deleted November 2006

SECTION 16.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information.

**Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 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 6/18)*

SECTION 16.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.

**Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 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 6/18)*

SECTION 16.3.9

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. (Adopted 6/18)

SECTION 16.3.10

The right to display other participants listings pursuant to IDX shall be limited to a participant’s office(s) holding participatory rights in the MLS. (Adopted 6/18)

SECTION 16.3.11

Listings obtained through IDX feeds from REALTOR Association MLSs where the MLS participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g. from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.

**Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc. of [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 6/18)

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.

SECTION 16.3.12

Display of expired and withdrawn listings is prohibited.

SECTION 16.3.13

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

SECTION 16.3.14

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 16.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (Adopted 12/16)

SECTION 16.3.16

Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. (Adopted 11/09)

SECTION 16.4: SERVICE FEES AND CHARGES

Service fees and charges for participation in IDX shall be established annually by the Board of Directors. (Adopted 12/16)

Participants shall be required to pay a \$100.00 initial setup fee and an annual maintenance fee of \$100.00. (Adopted 1/21)

VIRTUAL OFFICE WEBSITES (VOWS)

SECTION 17.1: VOW DEFINED

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.

- a. As used in 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 “participants 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.
- b. “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- c. As used in these rules, the term “MLS Listing Information” refers to active listing information and sold data provided by, by participants to the MLS and aggregated and distributed by the MLS to participants.

SECTION 17.2

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 holds 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.

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)

Except as otherwise provided in the VOW policy and these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW.

SECTION 17.2.1

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

SECTION 17.3

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:

- a. 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.
- b. 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.
- c. 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.

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.

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.

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:

- a. That the registrant acknowledges entering into a lawful consumer-broker relationship with the participant;
- b. That all information obtained by the registrant from the VOW is intended only for the registrant’s personal, non-commercial use.
- c. 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.
- d. 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. (Amended 6/18)
- e. That the registrant acknowledges the MLS’s ownership of and the validity of the MLS’s copyright in the MLS database.

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.

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 participant’s listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the registrant.

SECTION 17.4

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 17.5

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.

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

SECTION 17.6

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 sell 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, otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

A participant who lists a property for a seller who has elected not to have the property listing or the property displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

b. [] I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

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

Initials of Seller

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

SECTION 17.7

Subject to subsection 17.7.1 below, a Participant's VOW may allow third-parties:

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

SECTION 17.7.1

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 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 feature has been disabled "at the request of the seller."

SECTION 17.8

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

SECTION 17.9

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

SECTION 17.10

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

SECTION 17.11

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 17.12

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, ~~cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.~~

SECTION 17.13

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 the MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.

SECTION 17.14

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

Note: Adoption of Sections 17.15 through 17.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participant's use of MLS listing information in providing brokerage service through all other delivery mechanisms.

SECTION 17.15

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

a. Expired and Withdrawn Listings

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

b. The compensation offered to other MLS participants

c. The type of listing agreement, i.e. exclusive right to sell or exclusive agency

d. The seller's and occupant's name(s), phone number (s), or email address (es)

e. Instructions on remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

SECTION 17.16

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. (Adopted 6/18)

SECTION 17.17

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 MLS from liability. (Adopted 6/18)

SECTION 17.18

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, and the listing broker or agent in a readily visible color, in a reasonable prominent location, and in typeface not smaller than the median typeface used in the display of listing data. (Adopted 6/18)

SECTION 17.19

A participant shall limit the number of listings that a registrant may be viewed, retrieved, or download to not more than 500 current listings and not more than 500 sold listings in response to an inquiry. (Adopted 6/18)

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

Note: Adoption of Sections 17.20 through 17.25 is at the discretion of the MLS. It is not required that equivalent requirements be established related to other delivery mechanisms.

SECTION 17.20

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

Note: The number of days passwords remain valid before being changed or reconfirmed must be specified in the MLS in the context of this rule and cannot be shorter than ninety (90) days. Participants may, at their option, require registrants to reconfirm or change passwords more frequently. (Adopted 6/18)

SECTION 17.21

A participant may display advertising and the identification of other entities (“co-branding”) on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant’s logo and contact information (or that of at least one participant, in the case of a VOW established and operated on behalf of more than one participant) is displayed in immediate conjunction with that of every party, and the logo and contact information of all participants is displayed on the VOW is as large as the logo of the AVP and larger than that of any third party. (Adopted 6/18)

SECTION 17.22

A participant shall cause any listing to be displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing. (Adopted 6/18)

SECTION 17.23

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS. (Adopted 6/18)

SECTION 17.24

Participants and the AVP’s operating VOW’s on their behalf must execute the license agreement required by the MLS. (Adopted 6/18)

SECTION 17.25

Where a seller affirmatively directs his or her listing broker to withhold either the seller’s listing or the address of the seller’s listing from display on the Internet, a copy of the seller’s affirmative direction shall be provided to the MLS within forty-eight (48) hours. (Adopted 6/18)

CONFIDENTIAL (BACK-END OFFICE) DATA FEED

SECTION 18: CONFIDENTIAL FEED

In addition to a standard IDX feed the Board allows Participant’s access to a Confidential (Back-end Office) feed to be used exclusively by participants for non-display and non-public purposes. (Adopted 6/19)

SECTION 18.1

The Board recognizes that the data and documents such as lead disclosures and property disclosures provided in a Confidential (Back-end Office) feed is already readily available to all participants via the MLS provider, and the Board recognizes that many participants may have a need for data analysis, transaction management, accounting, commissions management among many other applications, and these applications require an efficient Confidential (Back-end Office) feed. (Adopted 6/19)

SECTION 18.2

Similar to the rules and regulations of a standard IDX feed, any participant that requests a Confidential (Back-end Office) feed understands and agrees to the fact that the Confidential (Back-end Office) feeds are for NON-PUBLIC use and are ONLY to be used internally. Data retrieved from a Confidential (Back-end Data) feed shall not be used for public display such as websites or VOW. Any data from a Confidential (Back-end Data) feed shall not be sold or redistributed. (Adopted 6/19)

SECTION 18.3 FEES

Fees for a Confidential (Back-end Office) feed shall be identical to the fees established for a standard IDX feed. (Adopted 6/19)

SECTION 18.4 VIOLATIONS

Participants found in violation of the rules and regulations of Confidential (Back-end Office) Data feed shall be subject to a \$5,000.00 fine, an immediate feed termination and two(2) year suspension. (Adopted 6/19)

ENFORCEMENT

SECTION 19 COMPLIANCE WITH AND ENFORCEMENT OF THESE RULES AND REGULATIONS

*This section applies to all violations of the above stated rules, except for specific violations stated in 19.1 and 19.2.

When a violation is reported:

1. Either the MLS administrator will notify the Listing Agent and Broker of the identified violation, or the violation will automatically be sent to the Listing Agent and Broker via the MLS platform by use of the MLS violation button.
2. Upon receipt of notice of violation, the listing office has 24 hours to correct the violation.

3. After 24 hours, the MLS administrator will issue a fine of \$50 per day, per listing in violation. (Maximum cumulative fine is \$500 per offense.)

The fine can be retro-active to the date the violation occurred or the date staff became aware of the violation. (Staff discretion) Repeat offenses for the same violation will automatically be fined without 24-hour notice at the discretion of the MLS administrator.

Fines will be invoiced to the Broker and payable by the Broker. Invoice will state listing number (if one exists), listing agent, and violation details. If an office reaches \$500 of unpaid fines the MLS will be turned off for both the Listing Agent and the Broker until the bill has been paid in full. A \$50 per user reactivation fee will be incurred to restore MLS access. All fines levied shall be made payable to Iowa Great Lakes Board of REALTORS® Multiple Listing Service.

SECTION 19.1 UNAUTHORIZED ACCESS

Any user shall be prohibited from sharing their MLS database credentials to any unauthorized individual or non-member.

The Multiple Listing Service Committee, upon its own motion, or upon receipt of a written complaint by a Subscriber, shall investigate the action of any Subscriber involving unauthorized access. If the complaint is substantiated, the Multiple Listing Service Committee shall determine the action or fine against the Subscriber considering the following guidelines:

- a. 1st Offense – Up to \$5,000 invoiced to and payable by the Broker within 5 business days. Fines not paid within the specified time period shall result in removal of access to the MLS database for both the Agent and Broker. A \$50 reactivation fee applies to the Agent and Broker accounts upon payment of fines and before access to the MLS is restored.
- b. Additional offenses committed in a 12 month period shall have their membership in the MLS reviewed by the Board of Directors and may be barred from membership for a set period of time, or indefinitely.

If the Multiple Listing Service Committee finds that a complaint is not substantiated, the Chairperson shall file a written report to that effect. (Adopted 1/18)

SECTION 19.2 CLEAR COOPERATION POLICY VIOLATIONS

Any user who engages in public marketing of a property which is not listed with the Multiple Listing Service, in violation of the Clear Cooperation Policy defined in Section 1.4 Note 4, shall be fined according to the below guidelines. All fines are invoiced to and payable by the Broker within 5 business days. Fines not paid within the specified time period shall result in removal of access to the MLS database for both the Agent and Broker. A \$50 reactivation fee applies to the Agent and Broker accounts upon payment of fines and before access to the MLS is restored.

- a. 1st Offense - \$1,000
- b. 2nd Offense - \$2,500
- c. 3rd Offense - \$5,000

Individuals who commit greater than 3 offenses within a one year period shall have their membership in the MLS reviewed by the Board of Directors and may be barred from membership for a set period of time, or indefinitely.

WATERMARKS ON FORMS

SECTION 20

Watermarks, whether branded or unbranded, are not permitted to be added to any documents in places where existing text, or initials exist, or where text, signatures, or initials may be expected to be placed during the life of the document. Watermarks interfere with the legibility of the documents, signatures, and initials on documents used between offices. Nothing in this provision shall prohibit an office from adding their logo in the header or footer of a document as long as such placement abides by the above requirement. (Adopted 6/19)