

10443 Northland Drive \* Big Rapids MI 49307  
Phone: (231) 796-3640 \* Fax: (866) 745-2484  
Email: [wcar@westcentralaor.org](mailto:wcar@westcentralaor.org)  
Website: [www.westcentralaor.org](http://www.westcentralaor.org)  
[www.westcentralmls.com](http://www.westcentralmls.com)

# West Central Association of REALTORS®

## *Multiple Listing Service -MLS- Rules and Regulations*

Adopted by  
Board of Directors  
July 12, 1994  
Revised: **September 15, 2010**



**WEST CENTRAL ASSOCIATION OF REALTORS®  
 MULTIPLE LISTING SERVICE  
 RULES & REGULATIONS**

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**WEST CENTRAL ASSOCIATION OF REALTORS®**  
**MULTIPLE LISTING SERVICE**  
**RULES & REGULATIONS**  
ADOPTED BY BOARD OF DIRECTORS  
JULY 12, 1994 \* Revised **September 15, 2010**

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## **LISTING PROCEDURES**

### **Section 1. LISTING PROCEDURES**

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, located within the territorial jurisdiction of the West Central Association of REALTORS®, and are taken by Participants on an accepted agreement shall be delivered to the Multiple Listing Service within four days after all necessary signatures of seller(s) have been obtained: (Amended 11/05)

- 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 properties for sale or exchange.

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 with a "Property Data Form" approved by the Multiple Listing Service. However, the Multiple Listing Service, through its legal counsel:

- May reserve the right to refuse or accept a listing form which fails to adequately protect the interest of the public and the Participants.
- Assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller).

The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make is possible for the listing broker to offer compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents or both. (Amended 11/96)

The listing agreement must include the seller's 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. (Amended 4/92)

The exclusive right to sell listing is the conventional form of listing submitted to the Multiple Listing Service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. (Amended 4/92)

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, 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 exempted. 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. (Revised 4/92)

Note 2:

A Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that a Multiple Listing Service must accept every type of listing. The Multiple Listing Service shall decline to accept open listings (except where acceptance is required by law) and net listings and it may limit its service of certain kinds of properties. 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 listing price, they may be included in a separate section of the MLS compilation of current listings. (Adopted 11/92)

## 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 delivered to the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker. (Amended 11/05)

- |                          |                      |
|--------------------------|----------------------|
| 1. Residential           | 6. Motel-Hotel       |
| 2. Residential Income    | 7. Mobile Homes      |
| 3. Subdivided Vacant Lot | 8. Mobile Home Parks |
| 4. Land and Ranch        | 9. Commercial Income |
| 5. Business Opportunity  | 10. Industrial       |

Section 1.1 LISTINGS SUBJECT TO RULES & REGULATIONS OF THE SERVICE: Any listing taken on a contract to be delivered to the Multiple Listing Service is subject to the Rules and Regulations of the Service upon signature of the seller(s). (Amended 11/05)

Section 1.2 DETAIL ON LISTINGS FILED WITH THE SERVICE: A Listing Agreement or Property Data Form, when delivered to the Multiple Listing Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the Property Data Form. (Amended 11/05)

Section 1.2.1 LIMITED SERVICE LISTINGS: Listing agreements under which the listing broker will not provide one, or more, of the following services:

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of the offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations **in the Agent Remarks field** so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.2.2 MLS ENTRY-ONLY LISTINGS: Listing agreements under which the listing broker will not provide any of the following services:

- a. arrange appointments for cooperating brokers to show listed property to potential

- purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
  - c. advise the seller(s) as to the merits of offers to purchase
  - d. assist the seller(s) in developing, communicating, or presenting counter-offers
  - e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g., EO) in MLS compilations **in the Agent Remarks field** so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.3 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 listings shall be filed with the Service but not disseminated by the Participants. Delivery of the listing should be accompanied by certification signed by the seller that he/she does not desire the listing to be disseminated by the Service. (Amended 11/05)

Section 1.4 CHANGE OF STATUS LISTING: Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be delivered to the Service within 48 hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker. (Amended 11/05)

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 delivered to the Service including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal. (Amended 11/05)

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/her exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller. (Adopted 11/96)

Section 1.6 CONTINGENCIES APPLICABLE TO LISTINGS: Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

Section 1.7 LISTING PRICE SPECIFIED: The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of active listings unless the property is subject to auction. (Amended 11/92)

Section 1.8 LISTING MULTIPLE UNIT PROPERTIES: All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Property Data Form. When part of a listed property has been sold, proper notification should be given to the Multiple Listing Service.

Section 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS: The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between Participants or between Participants and non-participants.

Section 1.10 EXPIRATION: Listings filed with the Multiple Listing Service will automatically be removed from the compilation of active listings on the expiration date specified in the agreement, unless prior to that date the MLS received notice that the listing has been extended or renewed. (Amended 11/05)

If notice of renewal or extension is received after the listing has been removed from the compilation of active 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 be delivered to the Service. (Amended 11/05)

Section 1.11 TERMINATION DATE ON LISTINGS: Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller.

Section 1.12 JURISDICTION: Only listings of the designated types of property located within the jurisdiction of the Association of REALTORS®, are required to be submitted to the Service. Listings of property located outside the Association's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. (Amended 11/01)

Section 1.13 LISTINGS OF SUSPENDED PARTICIPANTS: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained by the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where MLS participation without an Association Membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of active 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, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, at the expelled 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 Association (except where MLS participation without an Association Membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of active listing information. Prior to the removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients.

Section 1.15 LISTINGS OF RESIGNED PARTICIPANTS: When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of listing information. Prior to any removal of a resigned Participant's listing from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his/her clients.

## 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
- (b) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (Amended 4/92)

Section 2.1 PRESENTATION OF OFFERS: The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. (Amended 4/92)

Section 2.2 SUBMISSION OF WRITTEN OFFERS: The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, and regulation or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer. (Approved 11/87)

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

Section 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER: The cooperating broker (subagent or buyer agent) or his/her representative has the right to participate in the presentation to the seller or lessor of any offer he/she secures to purchase or lease. He/She 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 the 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 written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 4/92)

Section 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS: The listing broker or his/her representative has the right to participate in the presentation of any counter offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter offer by the purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93)

Section 2.5 REPORTING SALES TO THE SERVICE: Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within 24 hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report the status changes to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker. (Amended 11/08)

Note: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS

to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. *(Amended 11/01)*

Section 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES: The listing broker shall report to the Multiple Listing Service within 24 hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled.

Section 2.7 ADVERTISING OF LISTING FILED WITH THE SERVICE: A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

Section 2.8 REPORTING CANCELLATION OF PENDING SALE: The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale and the listing shall be reinstated immediately.

Section 2.9 DISCLOSING THE EXISTENCE OF OFFERS: Listing broker, in response to inquires from buyers or cooperating broker shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. *(Adopted 11/05)*

Section 2.10 AVAILABILITY OF LISTED PROPERTY: Listing brokers shall not misrepresent the availability of access to show or inspect listed property. *(Adopted 11/05)*

## **REFUSAL TO SELL**

Section 3 REFUSAL TO SELL: If the seller of any listed property filed with the Multiple Listing Service refused to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and 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 prior consent of the listing broker.

Section 4.1 "FOR SALE" SIGNS: Only the "For Sale" signs of the listing broker may be

placed on a property. (Revised 11/89)

Section 4.2 "SOLD" SIGNS: Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/96)

Section 4.3 SOLICITATION OF LISTING FILED WITH THE SERVICE: Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

Note 1:

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

Without such protection, a seller could receive hundreds of phone 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 them for the present broker.

This section is also intended to encourage brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

This section does not preclude solicitation of 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 e-mail addresses, their website addresses, or any other way represent, suggest or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers, and licensee affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS data base, or that consumers or others are able to search MLS databases available only to participants, and subscribers from representing that any information they are authorized under MLS rules to provide to clients or consumers is available on their websites or otherwise. (Adopted 11/07)

## DIVISION OF COMMISSIONS

Section 5 COOPERATIVE COMPENSATION SPECIFIED ON EACH LISTING: The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease). The listing broker's obligation to compensate any cooperating broker is 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 some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 2/97)

In filing a property with the Multiple Listing Service of an Association of REALTOR®'s, the Participant of the Service is making blanket unilateral offers of cooperation to the other MLS Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his/her endeavor to sell.\* (Amended 11/96)

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or any 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 his/her producing 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 Association Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in the listing contract, and the Association Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Association Multiple Listing Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

Note 2:

The listing broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised. (Revised 4/92)

Note 3:

The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

Note 4:

Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval or to lender approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court or by a lender. In such instances, the fact that the gross commission is subject to court or to lender approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they produce an offer that ultimately results in a successful transaction. (Adopted 11/98)

Note 5:

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

**Note 6:**

Multiple listing service must give participants the ability to disclose to other participants any potential for 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 a participant knows it's 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 many reductions in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be appointed between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through designated 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) to other participants and subscribers.

When Disclosed, participants may at their discretion, advise other participants whether and how any reduction in any 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. *(Adopted 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 interest in property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

Section 5.2 PARTICIPANT AS SUBSCRIBER: If a Participant or any licensee (or licensed or certified appraiser) 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 arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction, or alternatively in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

\*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 his producing an offer to purchase. The compensation specified on the listings published by the MLS shall be shown in one of

the following forms:

1. By showing a percentage of the gross selling price.
2. By showing a definite dollar amount. (Amended 11/95)

## **SERVICE CHARGES**

Section 6 SERVICE FEES AND CHARGES: The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

*Initial Participation Fee:* An applicant for participation in the Service shall pay an application fee of \$250.00 with such fee to accompany the application. (Amended 11/05)

Note: The initial Participation shall approximate the cost of bringing the Service to the Participant

*Subscription Fees:* One complete set of current listings shall be supplied to the Participant upon payment of the Application Fee and the Participation Fee, and the Participant shall be responsible for a monthly Subscription Fee of **\$30.00** for each additional set of listings to be supplied to each individual, employed by or affiliated as an independent contractor (including licensed or certified appraisers) with the Participant, who has access to and who utilizes the Service.

## **COMPLIANCE WITH RULES**

Section 7 COMPLIANCE WITH RULES – AUTHORITY TO IMPOSE DISCIPLINE: By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. suspension of MLS rights, privileges, and services for not less than thirty (30) days

- nor more than one (1) year
- g. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (*Adopted 11/07*)

Section 7.1 COMPLIANCE WITH RULES: The following action may be taken for non-compliance with the rules:

- (a) In accordance with the Bylaws, for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days written notice has been given, the Service shall be suspended until service charges or fees are paid in full. (*Amended 11/05*)
- (b) For failure to comply with any other rule, the provision of Section 9 and 9.1 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. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the Rules and Regulations. (*Revised 11/88*)

Section 7.2 APPLICABILITY OF RULES TO USER AND/OR SUBSCRIBERS: Non-principal brokers, sales licensees, appraisers and other 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 to any user or subscriber to adage 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 of subscribers affiliated with the Participant. (*Adopted 4/92*)

Note: Adoption for Section 7.1 is optional and it should be adopted by Multiple Listing Services desiring to establish authority to impose discipline On non-principal "users" or "subscribers" affiliated with MLS "Members" or "Participants". (*Adopted 4/92*)

## 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 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 from Participants having to do with violations of the Rules and Regulations.

Section 9.1 VIOLATIONS OF RULES AND REGULATIONS: If the alleged offense is a violation of Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Committee, and if a violation is determined, the Committee may direct the imposition of sanction provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and rules and regulations of the Association of REALTORS® within twenty (20) days following receipt of the Committee's decision. If the MLS Committee has a procedure established to conduct hearings, the decision of the MLS Committee tribunal may be appealed to the Board of Directors within twenty (20) days of the tribunal's decision being rendered. (Amended 11/96)

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 professional standards procedures established in the Association's Bylaws. (Amended 11/88)

### **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 licenses affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. (Amended 4/92)

Section 10.1 **MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:** The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 10.2 **ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** REALTORS® who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of these Members and individuals affiliated with these Members who are also engaged in the real estate business and may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

### **OWNERSHIP OF MLS COMPILATIONS\* AND COPYRIGHTS**

Section 11 By the act of submitting 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 the listed property. *(Amended 5/06)*

Section 11.1 All right, title and interest in each copy of every Multiple Listing Compilation created and copyrighted by the West Central Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the West Central Association of REALTORS®.

Section 11.2 Each Participant shall be entitled to lease from the West Central Association of REALTORS® a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such Compilation. The Participant shall pay, for each such copy, the rental fee set by the Association.\*\*

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

\*The term MLS Compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the

Participants, including, but not limited to, bound book, loose leaf binder, computer data base, card file, or any other format whatsoever.

\*\*This section should not be construed to require the Participant to lease a copy of the MLS Compilation for any licensee (or licensed or certified appraiser) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS, and who does not, at any time, have access to nor the use of the MLS information or MLS facility of the Association.

## **USE OF COPYRIGHTED MLS COMPILATIONS**

Section 12 DISTRIBUTION: Participants shall at all times maintain control over the responsibility for each copy of any MLS Compilation leased to them by the Association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized users are prohibited. Further, none of the foregoing is intended to convey "Participation", or "Membership" or any right of access to information developed or published by an Association Multiple Listing Service where access to such information is prohibited by law. (Amended 4/92)

Section 12.1 DISPLAY: Participants and those persons affiliated as licensees with such Participants shall be permitted to display the MLS Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties described in said MLS Compilation.

Section 12.2 REPRODUCTION: Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

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

West Central Association of REALTORS®, Board of Directors, have instituted a policy allowing full page reproduction by Participants and Licensees.

West Central Association of REALTORS®, Board of Directors, have instituted a policy,

under traditional copyright principles, that all photographs are considered property of the photographer and are to be used by permission only. Participants or their affiliated licensees authorize the West Central Association of REALTORS® to reproduction rights for use by the MLS in compilations of properties (current and sold). By submission of photographs to the MLS, Participants and their affiliated licensees represent their right to authorize the MLS to publish the photograph anywhere the MLS data is intended to appear. The Participant and their affiliated licensees indemnify the MLS in the event of any litigation relating to the reproduction of the photograph by the MLS. *(Adopted 05/08)*

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables", or statistical information from utilizing such information to support an estimate of value on a particular client. However, only such information that an Association or Association-owned Multiple Listing Service has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

\*It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or 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 the normal itinerary of properties which would be shown to the prospective purchaser.

## USE OF MLS INFORMATION

Section 13 LIMITATIONS ON USE OF MLS INFORMATION: Information from MLS compilations of active listing information, from statistical reports, and from any sold or comparable report of the Association or MLS may be used by MLS Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

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

*“Based on information from the West Central Association of REALTORS® MLS for the Period (date) through (date). This representation is based in whole or in part on data supplied by WCAR MLS. WCAR MLS does not guarantee nor is in any way responsible for its accuracy. Data maintained by WCAR MLS may not reflect all real estate activity in the market.” (Revised 6/3/04)*

## 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 a Board of Directors of the Association of REALTORS®.

1/1/02: The number of members on the MLS Committee shall be determined in the Association Bylaws.

6/14/87: Section 1.3, Page 3 – Lack of a picture or sketch, legal descriptions, map pin placement and incomplete information must be remedied within five (5) days from notice of the violation or a \$10.00 penalty will be assessed. (Amended 05/08)

1/1/02: Quarterly Comp CD's could be sold to Affiliates for \$100.00 each. (Amended 11/05)

7/10/92: After the third billing of outstanding fines, or late fees, payment or an explanation in writing be sent to the Association office within five days; or a notice of pending suspension will be sent. Pending suspension means approval by the Board of Directors at their next meeting. MLS Rules and Regulations to address penalties and fines on a permanent basis.

1/1/02: Payment for MLS must be received within 30 days of billing date. After 30 days the late fee will be 1 ½ % (one and one half percent) per month, effective January 1, 2002.

1/6/93: MLS fines will stop accruing if a dispute is submitted in writing, decision to be made by MLS Committee within 30 days.

8/94: Association approved MLS Committee recommendation to implement Rule 5.3 by requiring use of the following abbreviations:

**E.A.** -used to designate Exclusive Agency Listings

**E.L.W.E.**-used to designate Exclusive Agency Listings with Named Exceptions

The abbreviations should be the very first items in the "Agent Comments" section of the data form. (Amended 11/05)

2/12/01: Participant Requirements:

All Participants to sign a sheet showing receipt of the updated MLS Rules & Regulations and agree to be bound by these Rules and Regulations.

All Participants who apply for MLS Participation will be required to sign an

agreement of participation and submit a letter of good standing from their Primary Association of choice.

11/11/09: For all listings in the MLS, the maximum Reserved Prospect to be excluded is ten (10) calendar days.

## **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 coupler training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. (Amended 11/04)

## INTERNET DATA EXCHANGE (IDX)

### SECTION 16: BROKER RECIPROCITY/ INTERNET DATA DISPLAY (IDX) RULES (SWMRIC Approved August 23, 2010)

#### **Definitions:**

**Broker Reciprocity** – Broker Reciprocity affords MLS Participants the option of authorizing display of their listings on other Participants’ Internet websites.

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

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

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

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

Participants’ consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant’s listings, that participant may not download or frame the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on BRS or BRSA sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

#### **Republication of Broker Reciprocity Database on Internet Permitted**

- a. A BRS or BRSA may republish all or a portion of the Broker Reciprocity Database on the Internet in accordance with the following provisions and any policies that MLS may adopt from time to time. A BRS or BRSA may select the listings they choose to display on their BRS or BRSA sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family),

cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any BRS or BRSA site must be independently made by each BRS or BRSA. If you plan to display only a subset of the BR Database, you shall have one of the following disclosures on your web site that explains the situation to consumers:

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

- b. A BRS or BRSA must notify the MLS of their intention to establish a Broker Reciprocity site and make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with the applicable rules and policies.
- c. Display of expired, withdrawn, pending, and sold listings is prohibited.
- d. An internet republication of another BRS’s listing shall not contain more (but may contain less) information than is authorized to be displayed by SWMRIC’s policy governing the display of the BR data. You may display any information relating to your own listings. Confidential information intended only for the other BRSs and BRSA (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on Broker Reciprocity sites.
- e. Participation in Broker Reciprocity is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants.
- f. The BRS or BRSA must refresh all SWMRIC downloads and refresh all SWMRIC data at least once every three (3) days. The MLS requires you to display on your web site the last update date. (i.e. Updated: xx/xx/xx)
- g. A BRS or BRSA may not modify the actual data relating to another BRS’s listing. A computer generated written description of the listing using the actual data from the BRS’s listing is permissible. For your own listings, you can do anything you want to as long as it is in compliance with applicable laws and the Code of Ethics. If you are displaying other data that is tied to another BRS’s Listing, you shall distinguish the data you have supplied from the data from the BR Database and it shall be located outside the “body” of the BR’s listing as defined in subparagraph “m”.
- h. Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible via Broker Reciprocity sites. If the property address is withheld, the property shall not appear on any maps.

- i. Display of seller's(s') and/or occupant's (s') name(s), phone number(s), and email address(es) is prohibited.
- j. When displaying listing content, a BRS's or BRSA's Broker Reciprocity site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.
- k. A brief or thumbnail display is defined as being no more than 120 characters of listing data text. A thumbnail display of another BRS's listing may not include any contact information or branding of the BRS who owns the web site or any of its agents. A thumbnail display may only include the following: text data about the listed property, a image of the listed property, the logo of the listing broker and "buttons" or hot links for a detailed listing display. The provision relating to "contact information or branding" is designed to prevent the web-site-owning BRS's or BRSA's contact information, contact links, and branding, and that of its agents, from appearing on other BRS's listings. "Branding" refers to any marks or language referring to the web-site-owning BRS repeated in the thumbnail display of another BRS's listing. Any association of such information or branding with the listing data is a violation of this rule.
- l. A search result producing a detailed display of another BRS's listing shall bear that BRS's name, Listing Agent's name and office telephone number within the property information in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. SWMRIC's copyright notice shall be displayed immediately following the property information. The copyright notice shall be at least a 10 point font size and appear exactly as follows: " Copyright nnnn SWMRIC, LLC. All rights reserved. "[Where nnnn is the current year.] The copyright symbol can be used in place of the word "copyright". MLS interprets any display containing more than 120 characters of listing data text as being a detailed display. A detailed display of another BRS's listing may not include any contact information, links to, or branding of the MLS Participant who owns the web site or any of it's agents within the "body" of the listing data. The "body" is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data. The prohibition on branding or contact information within the "body" of the listing data is intended to prevent any possible confusion on the part of the consumer as to the source of the listing.
- m. Any result identifying another BRS's listing shall include the disclaimer "Information Deemed Reliable But Not Guaranteed." This disclaimer shall be at least a 10 point font size. You will probably want to display this disclaimer on your own listings as well, unless your legal counsel advises otherwise.
- n. Any Internet web site used for publication of the Broker Reciprocity Database or any portion thereof must be controlled by a BRS or a BRSA and advertised as that BRS's or BRSA's Internet web site. In order to participate in Broker Reciprocity™, a site must be marketed and branded or co-branded as a broker's site.

- o. A BRS, at their option, may give written authorization to their non-principal brokers and sales licensees to use the BR database to populate their own web sites or frame the BR data on the BRS's web site. If written authorization is obtained by a non-principal broker or sales licensee to use the BR database to populate their web site, the BRS, licensee and any third party vendor shall sign an agreement with the MLS setting forth the permissible uses of the BRS Database, agreeing to comply with the MLS Rules and Regulations governing the BR Database, and agreeing to comply with all state laws and regulations.
- p. Any BRS or BRSA site that:
  - 1. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - 2. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, shall disable or discontinue either or both of those features as to 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 participants' websites. Except for the foregoing and subject to paragraph q below, a participant's BRS site may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an BRS or BRSA site from notifying its customers that a particular feature has been disabled at the request of the seller.
- q. BRSs and BRSAAs shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the BRS or BRSA site. BRSs and BRSAAs shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, BRSs and BRSAAs shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.
- r. BRSs and BRSAAs may not use Broker Reciprocity provided listings for any purpose other than display on their websites. This does not require a BRS or BRSA to prevent indexing of Broker Reciprocity listings by recognized search engines.
- s. A BRS or BRSA must make changes to an Internet site necessary to cure a violation of the MLS's Rules and Regulations within five business days of notice from the MLS of the violation. MLS reserves the right to discontinue the data feed you receive if you do not comply with this requirement. You may also be subject to fines from the MLS. The recipient of a sanction may request a hearing before the Professional Standards Committee of the Association of REALTORS in accordance with the Bylaws and Rules and Regulations of the Association within 20 days following receipt of the notice of

violation.

- t. Except as provided in these rules, a Broker Reciprocity site or a BRS or BRSA operating a Broker Reciprocity site may not distribute, provide, or make any portion of the SWMRIC database available to any person or entity. In addition, a brokerage firm cannot sell access to the Broker Reciprocity Data to other brokers or any other businesses, whether or not they are participants in MLS.
- u. No portion of the Broker Reciprocity Database shall be co-mingled with any non-MLS listings on the BRS's or BRSA's Internet web site. If you take listings from consumers but do not put them into an MLS system, they cannot appear on any thumb-nail display or as part of any search results with BR Database data. If the property in question appears in any other MLS, then the property may be co-mingled.
- v. If you serve a market area without an MLS, you must either enter such listings into an MLS in a market that has one, or you must not co-mingle those listings with the BR Database listings.
- w. Any BRS and BRSA using a third party to develop and /or design its web site shall have a written agreement with that third party in the form prescribed by the MLS. MLS requires that third parties gaining access to the BR Database sign the standard contract as approved by the MLS. Providing an MLS password to an unauthorized recipient is a serious violation of the MLS Rules and Regulations punishable by a fine as established by the individual SWMRIC Member Associations for their MLS.