



CENTRAL ARIZONA ASSOCIATION OF REALTORS®, INC.

THE RIM COUNTRY MULTIPLE LISTING SERVICE RULES AND REGULATIONS

Revised September 2026



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CENTRAL ARIZONA ASSOCIATION OF REALTORS®, INC.

THE RIM COUNTRY MULTIPLE LISTING SERVICE RULES AND REGULATIONS

Revised September 2026

PREAMBLE

The Central Arizona Association of REALTORS® Multiple Listing Service, herein referred to as The Rim Country Multiple Listing Service, (MLS) is a service whereby Participants make blanket unilateral offers of cooperation to the other Participants (acting either as buyers agents, or in other agency or nonagency capacities defined by law or both) and is a service for the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients and the public.

COMPLIANCE

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

PURPOSE

A multiple listing service is a means by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public.

RULES FOR ASSISTANTS

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

MEMBERSHIP RIGHTS AND RESPONSIBILITIES

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

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

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

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

LISTING DEFINITIONS

DEFINITIONS OF VARIOUS TYPES OF LISTING AGREEMENT

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

Exclusive Right to Sell Listing

A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker.

Exclusive Agency Listing

A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

Open Listing

A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker.

**See Note A in Index*

Net Listing

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

Limited-Service Listing

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

STATUS DEFINITIONS

Active

MLS listing status available for use with all property types and confirms the listed property is available for sale or lease, actively accepting offers, and available for showings during the timeframe in Active status.

Active with Contingency

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

Contingent on Buyer Sale

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

Pending

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

Temporarily off the market

Property will be removed from the Multiple Listing Service – all other terms and conditions of the listing agreement shall remain in effect through the listing term. Broker shall provide confirmation in writing from Seller to CAAR with confirmation.

Cancelled

Listing permanently being removed from the market.

Expired

Upon expiration date of listing agreement.

Coming Soon

“Coming Soon” is a listing status indicating that a property is not yet available for showings or full market exposure but will become Active at a future date.

PROPERTY DEFINITIONS

Site built

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

Manufactured Home

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

Mobile Home

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

Modular

Factory built building permanently attached to engineered concrete foundation and built to uniform building code.

Park Model

Or park trailer, means a structure built on a single chassis, mounted on wheels or originally mounted on wheels and from which the wheels have been removed and designed to be connected to utilities necessary for operation of installed fixtures and appliances and has a gross trailer area of not less than three hundred twenty (320) square feet and not more than four hundred (400) square feet when it is set up, except that it does not include fifth wheel trailers. A park model is defined by A.R.S. § 33-2102 as a recreational vehicle and governed by the Arizona Recreational Vehicle Long-term Rental Space Act. * “Park Model” applies to the original structure and is applicable even with additions to the property.

Mobile Home Park

means and is defined at A.R.S. § 33-1409 as a parcel of land with four or more rental spaces for these kinds of homes.

Time Share/Fractional Ownership

Homes with division of ownership or use of a resort unit on the basis of time periods.

Condominium – Patio Home – Townhouse

A “complex”, portions of which are designated for separate ownership and the remainder of which may be designated for common ownership solely by the owners of the separate portions.

DEFINITION OF “BEDROOM”

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

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 Board of REALTORS® taken by Participants on Exclusive Authorization And Right To Sell Listing Contract and Exclusive Agency Contracts shall be delivered along with the “Listing Data Form” to the MLS within 72 hours after all necessary signatures of seller(s) and listing broker have been obtained. Notwithstanding the foregoing, if the listing is publicly marketed before expiration of the 72-hour period, it must be submitted within one business day after public marketing in accordance with the Clear Cooperation rule.

- 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

If available, each property listed with the MLS shall be listed with its correct 911 address. Only properties that are zoned for both commercial and residential use may be entered into the MLS more than once. Property may not be listed more than once in any category at the same time, with the exception of lot and home combinations.

**See note B in Index*

1.1 ACCEPTED TYPES OF PROPERTIES

- (a) Residential
- (b) Land
- (c) Multi-Family
- (d) Commercial
- (e) Residential Lease
- (f) Vacation Rentals are restricted, must be a term of 90 days or more.

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

1.2 LISTING AGREEMENTS

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

1.2.1 Exclusive right-to-sell listing

The **exclusive right-to-sell listing** is the form of listing where the seller authorizes exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property.

1.2.2 Exclusive agency

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

1.2.3 Net Listings

The service does not accept **net listings** because they are deemed unethical and, in most states, illegal.

1.2.4 Open Listings

Open listings will not be accepted except where required by law. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients.

**See note B.3 in index*

1.3 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.

See note C in index

1.4 COMING SOON

1.4.1 Requirements

- (a) A fully executed listing agreement is required prior to entry into Coming Soon status.
- (b) Listings may remain in Coming Soon status for a maximum of thirty (30) days.
- (c) Listings shall automatically convert to Active status upon expiration of the Coming Soon period.

266
267 **1.4.2 Marketing and Visibility**

- 268 (a) Coming Soon listings shall be visible only to MLS Participants and Subscribers.
269 (b) Coming Soon listings shall not be syndicated to IDX or public websites.

270
271 **1.4.3 Restrictions**

- 272 (a) Showings are not permitted while in Coming Soon status unless otherwise authorized by MLS policy.
273 (b) A listing may not be placed back into Coming Soon status after becoming Active or any other status.

274
275 **1.4.4 Seller Disclosure**

276 The seller must acknowledge and consent to the limitations of Coming Soon status, including restricted exposure and
277 delayed marketing.

278
279 **1.4.5 Coming Soon – Showings and Marketing Restriction**

280
281 **1.4.5.1 No Showings Permitted**

282 Properties in Coming Soon status shall not be shown to any prospective buyers, whether in person, virtually, or by any
283 other means, regardless of whether the buyer is represented by the listing brokerage, another brokerage, or is
284 unrepresented.

285
286 **1.4.5.2 No Selective Access or Previewing**

- 287 (a) Listing Participants and Subscribers shall not provide access to the property to any individual for the purpose of
288 viewing prior to Active status.
289 (b) This prohibition includes but is not limited to:
290 (i) Showings to the listing broker's own clients;
291 (ii) Showings to agents within the same brokerage;
292 (iii) Office tours, broker opens, or internal previews.

293
294 **1.4.5.3 No Private Marketing Designed to Circumvent Cooperation**

295 A Coming Soon listing shall not be marketed or made available in a manner that allows selective exposure to a limited
296 group of buyers or agents while excluding other MLS Participants.

297
298 **1.4.5.4 Required Status Change Upon Showing or Offer Activity**

299 If the property is shown, previewed, or made available for viewing to any prospective buyer, the listing must be
300 immediately changed to Active status in the MLS.

301
302 **1.4.5.5 Offers During Coming Soon**

- 303 (a) Offers may be presented to the seller while in Coming Soon status.
304 (b) However, if the seller elects to accept an offer, the listing must be changed to Active status prior to acceptance or
305 concurrently with acceptance.

306
307 **1.4.5.6 Certification of Compliance**

308 The Listing Participant shall be responsible for ensuring compliance with this Rule and may be required to certify that
309 no showings or selective access occurred during the Coming Soon period.

310
311 **1.5 LISTING SUBJECT TO RULES AND REGULATIONS OF THE SERVICE**

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

314
315 **1.6 DETAIL ON LISTINGS FILED WITH THE SERVICE**

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

318
319 The MLS listing must show the current owner of the property unless written documentation from the Seller is
320 provided stating that the ownership information is not to be published.

321
322 The Broker is responsible for the input of his listing from the field. At random, the MLS may request a copy of the
323 Listing Contract and the Property Data Form from the Broker to ensure compliance with the Rules and Regulations.
324 A copy of the Forms must be given to the MLS within two business days of request.

1.7 ACCURACY OF LISTING DATA

Participants and subscribers are required to submit accurate listing data and required to correct any known errors.

1.8 EXEMPTED LISTINGS

Deleted November 2025

1.9 LIMITED SERVICE LISTINGS

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

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(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.

1.10 MULTIPLE LISTING OPTIONS FOR SELLERS

1.10.1 Office Exclusive:

Where the seller has directed the listing broker to not publicly market their property and to not disseminate it through the MLS to other MLS Participants and Subscribers, the Participant may then take the listing as an office exclusive exempt listing and such listing shall be filed with the MLS, subject to its local filing rules, but not disseminated to other MLS Participants and Subscribers.

1.10.2 Delayed Marketing:

Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for zero (0) days. A delayed marketing exempt listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the delayed marketing exempt listing in a manner consistent with their seller's choice.

1.10.3 Exempt Listing Disclosure:

The filing of an exempt listing (office exclusive or delayed marketing) with the MLS must be pursuant to a certification, signed by the seller, obtained by the listing broker which includes:

- disclosure about the professional relationship between the Participant and the seller;
- acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and
- confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a delayed marketing listing.

Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission pursuant to the MLS local rules.

**See note J in index*

1.11 CHANGE OF STATUS OF LISTING

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

1.12 WITHDRAWN OR CANCELLED LISTING PRIOR TO EXPIRATION

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

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

1.13 CONTINGENCIES APPLICABLE TO LISTINGS

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

1.14 LISTING PRICE SPECIFIED

The full gross listing price stated in each listing agreement will be published in MLS compilations of current listings except where a property is subject to auction and no listed price is specified in the agreement.

1.15 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.

1.16 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.

1.17 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS

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

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.

1.18 TERMINATION DATE ON LISTINGS

All listings filed with the multiple listing service shall include the definite and final termination date as negotiated between the participant and the seller.

1.19 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. Areas include Payson, Pine, Strawberry, Star Valley, Gisela, Happy Jack, Christopher Creek, Young, Rye, Forest Lakes, Heber-Overgaard, Deer Creek, and Tonto Basin. Listings of property located outside the MLS's jurisdiction will not be accepted.

**See note D in index*

1.20 LISTINGS OF SUSPENDED PARTICIPANTS

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

1.21 LISTINGS OF EXPELLED PARTICIPANTS

When an MLS participant 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 duties except for

failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the participant's option, be retained in the MLS until sold, withdrawn, or expired. Such listings 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 is expelled from an association of REALTORS® (except where MLS participation without association 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 an expelled participant's listings in the MLS compilation of current listing information. Prior to removal of an expelled participant's listings from the MLS, the expelled participant shall be advised in writing of the intended removal so that the expelled participant's clients can be advised.

1.22 LISTINGS OF RESIGNED PARTICIPANTS

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

If an affiliated licensee resigns from the MLS, any active listings held by that licensee shall be reassigned to the Designated Broker, who will determine how the listings will be managed in accordance with applicable law and the listing agreements.

If the Designated Broker resigns from the MLS, all active listings entered under that Participant's MLS account shall be canceled unless otherwise permitted by the MLS Rules and Regulations or applicable law.

1.23 PROPERTY ADDRESSES

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

1.24 PHOTOGRAPHS, RENDERINGS, FLOOR PLANS

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

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

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

1.25 VIRTUAL STAGING

Virtual Staging is the digital alteration of a photograph to add, remove, or substantially modify furnishings, fixtures, décor, or other physical elements of a property in a manner that changes the perceived use, layout, or condition of the space.

1.25.1 Exclusions

The following shall not be considered Virtual Staging and are permitted without disclosure:

- (a) Minor cosmetic or ambient enhancements that do not alter the physical characteristics of the property;
- (b) Digital addition of non-permanent elements such as flames in a fireplace, images on televisions, or similar lifestyle enhancements;
- (c) Standard photo editing adjustments, including brightness, contrast, color correction, sky replacement, or lawn enhancement, provided such edits do not misrepresent the property.

1.25.2 Requirements

- (a) Any virtually staged image must be accompanied by the original, unaltered image.
- (b) The original image must be displayed immediately adjacent to the virtually staged image in the MLS photo sequence.
- (c) The use of virtual staging must be clearly disclosed in the Public Remarks field of the listing.

1.25.3 Prohibitions

- (a) Virtual staging may not misrepresent the condition, structure, or features of the property.
- (b) Removal or alteration of permanent features (e.g., walls, windows, structural elements) is prohibited.

1.25.4 Compliance

Failure to comply may result in removal of media and imposition of penalties under MLS rules.

1.26 VIRTUAL / VIDEO TOURS

The MLS System includes a feature that allows the listing agent to include a virtual or video tour for a listed property. A virtual or video tour for the listed property shall be a view of either the exterior or interior of that listed property, a view of the surrounding area from that listed property or a view of specific community amenities associated with the Homeowners Association of that listed property.

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

1.27 DAYS ON MARKET (DOM) AND CUMULATIVE DAYS ON MARKET (CDOM)

Days on Market (DOM) means the number of days a listing is in an Active status. Cumulative Days on Market (CDOM) means the total number of days a property has been exposed to the market across all listing periods, unless reset in accordance with this Rule.

1.27.1 Reset of DOM and CDOM

DOM and CDOM shall reset only when the property has been in a true off-market status for a continuous period of more than forty-five (45) days; and the property is subsequently entered as a new listing on or after the 46th day.

1.27.2 Off-Market Status

For purposes of this Rule, a "true off-market status" means a listing status of cancelled or expired.

1.27.3 Statuses That Do Not Count Toward Reset

Time spent in the following statuses shall not be considered off-market time and shall not count toward the 45-day reset period:

- (a) Coming Soon;
- (b) Pending, Under Contract, or any contingent status;
- (c) Temporarily Off Market (TOM).

1.27.4 Accumulation of CDOM

If a property is relisted prior to satisfying the 45-day off-market requirement, the new listing shall include and continue the prior DOM and CDOM totals.

1.27.5 Prohibition of Manipulation

A listing may not be withdrawn, cancelled, or relisted for the purpose of circumventing the calculation of DOM or CDOM. Any such activity may result in enforcement action under MLS Rules.

1.28 CO-LISTING ARRANGEMENTS

Any language advertising or promoting a co-listing arrangement with a non-MLS Participant or non-MLS Subscriber, who is a Real Estate licensee, is prohibited from inclusion anywhere in the listing. This includes all fields and attachments. Multiple listing services are only for the benefit of MLS Subscribers.

SECTION 2 SELLING PROCEDURES

2.1 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.

2.2 PRESENTATION OF OFFERS

Deleted November 2025

2.3 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS

Deleted November 2025

2.4 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER

Deleted November 2025

2.5 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER

Deleted November 2025

2.6 REPORTING OF SALES TO THE SERVICE

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within 72 hours after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 72 hours after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker.

2.7 REPORTING RESOLUTIONS OF CONTINGENCIES

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

2.8 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.

2.9 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.

2.10 DISCLOSING THE EXISTENCE OF OFFERS

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

2.11 AVAILABILITY OF LISTED PROPERTY

Listing Participant/Subscriber shall not misrepresent the availability of access to show any listed property. Except for Auction listings, all Active status listings FWA (Filed With Association) must be available for showings throughout the listing's timeframe in Active status. If property is not available for showings for more than a 24-hour period, listing may not remain in "Active" status. Appointments to show a property that is FWA, including showings where access to the property is gained by use of a lockbox, shall be conducted through the Listing Participant or as indicated in the MLS listing. Tenant occupied listed properties are not excluded from the showing rules, but the list agent may require a minimum of 48-hour notice, as per the Arizona Residential Landlord & Tenant Act, before a showing.

SECTION 3 REFUSAL TO SELL

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

SECTION 4 PROHIBITIONS

4.1 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.

4.2 'FOR SALE' SIGNS

Only the for-sale sign of the listing broker may be placed on a property.

4.3 “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.

4.4 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. 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.

**See note E in index*

4.5 USE OF THE TERM MLS AND MULTIPLE LISTING SERVICE

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

4.6 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.

4.7 NO FILTERING OF LISTINGS

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to consumers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

SECTION 5 KEYSAFE (LOCKBOX) RULES & REGULATIONS

No listing broker need use a lock box on a property. Nothing shall prevent the owner’s right to refuse to have a lock box on his property. If the seller authorizes the use of a lock box other than the MLS approved CAAR Keybox System (which are loaned at no charge through CAAR), the property will be required to have both the MLS approved CAAR Keybox System or other MLS approved lockbox system in addition to any make/model authorized by the seller(s). The purpose of this requirement is to ensure participants have timely access to listed properties. The 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 the listed property. The MLS also may revoke the approval and/or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. All lockboxes must be removed within 2 days of closing or expiring.

5.1 LOCKBOX/KEYSAFE READING POLICY

Homes With a Robbery:

The listing office shall cooperate in providing showing records of keysafe to the proper authorities. The information will be forwarded to the police department and NOT released to the listing agent.

5.2 MISSING HOUSE KEYS:

The listing agent shall review the showing records to obtain the name of the last agent(s) to enter the property and will have the responsibility of tracking down the missing keys. If an agent showing the property opens a keysafe and discovers that the house keys are missing, he/she should contact the listing agent/office to report the missing keys immediately.

5.3 AUTHORIZATION TO USE A KEYSAFE

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

5.4 SECURING THE PROPERTY AND KEYS

Failure to secure property or to replace property keys into a keybox may be subject to a fine.

5.5 SHOWING PROCEDURES

A call to the listing office should be made before showing the property to:

- (1) Disclose their agency status, if applicable.
- (2) Insure, that a vacant house does not have new tenants in it.
- (3) Insure, that the residents will not be disturbed or inconvenienced.

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

5.6 CBS (CALL BEFORE SHOWING) CODES

The use of CBS (Call Before Showing) codes is prohibited without prior written confirmation from the CAAR office. If CBS code is used, it must be disclosed in private remarks. Showing agents must obtain confirmation from the listing office prior to accessing the property, in accordance with Section 5.5.

5.7 REMOVING KEYS FROM THE LISTED PROPERTY

Only the owner of the Lockbox may remove the keys from a listed property unless the Lockbox owner grants permission to another Subscriber to do so. If the Lockbox placed on a property is borrowed from another Subscriber, the authorized Listing Subscriber may grant permission to another Subscriber to remove the keys from the listed property.

5.8 SHOWING PROPERTY WITHOUT A PROGRAMMER KEY

Those Broker/Agents who don't have a programmer key wishing to show a listed property with a key safe on it will have to make an appointment with the listing broker to show the property or obtain showing instructions.

5.9 TIMELY REMOVAL OF LOCKBOX

A LOCKBOX MUST BE REMOVED FROM THE PROPERTY WITHIN TWO (2) Days after the date that the Listing status is changed to sold, leased, cancelled, or expired.

SECTION 6 NO COMPENSATION SPECIFIED ON MLS LISTINGS

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data or data feeds.

**See Notes F & G in index*

6.1 REQUIRED CONSUMER DISCLOSURE

Disclosure of Compensation: MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay.

6.2 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.

6.3 WRITTEN BUYER AGREEMENT

Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.
- b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
- c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

6.4 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.

6.5 PARTICIPANT AS PURCHASER

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

SECTION 7 SERVICE FEE AND CHARGES

7.1 SERVICE CHARGES

The Board of Directors (BOD) is responsible for establishing fees and charges for services that are provided by the MLS.

The following services 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:

**See note H in index*

7.1.1 Initial Participation Fee:

An applicant for participation in the service shall pay an application fee of \$200.00 with such fee to accompany the application.

7.1.2 Recurring Participation Fee:

The quarterly participation fee of each participant shall be an amount equal to \$120.00 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the quarter of the multiple listing service. Fees shall be prorated on a monthly basis.

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

Service fees and charges may include but shall not be limited to Initial Participation Fee, Recurring Participation Fee, New Salesperson Fee, and Transfer/Change Fee.

SECTION 8 MEETINGS

8.1 MEETINGS OF THE 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.

8.2 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.

8.3 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.

SECTION 9 COMPLIANCE WITH RULES

9.1 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
- 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.

**See note I in index*

Listing may be moved to “canceled” status where the participant has refused or failed to timely report status changes. Prior to removal of any listing from the MLS, the participant shall be advised of the intended removal so the participant can advise his or her client(s).

9.2 COMPLIANCE WITH RULES

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

- a. For failure to pay any service charge, fine or fee on or before the specified date due, and provided that said failure continues thereafter for at least ten (10) days after notice has been given, the Subscriber’s MLS service may be suspended until all service charges, fees and fines are paid in full and any identified errors are corrected.
- b. for failure to comply with any other rule, the provisions of Sections 10.1 and 10.2 shall apply

9.3 APPLICABILITY OF RULES TO SUBSCRIBERS

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

SECTION 10 ENFORCEMENT OF RULES OR DISPUTES

10.1 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.

10.2 VIOLATIONS OF RULES AND REGULATIONS

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for 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 the recipient of such sanction may request a hearing before the professional standards committee of the Arizona Association of REALTORS® in accordance with the bylaws and rules and regulations of the Central Arizona Association 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 Arizona Association of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Arizona Association of REALTORS®'s 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 board of directors of the Arizona Association of REALTORS®.

10.3 COMPLAINTS OF UNETHICAL CONDUCT

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

10.4 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 10 of the MLS rules.

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

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 9 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

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

10.5 MLS RULES VIOLATIONS

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

10.6 MLS VIOLATION FINES AND CHARGES

The BOD is responsible for establishing fines or other penalties that shall be imposed for violations of these Rules. The schedule of fines shall be adopted as Policy and may be amended from time to time as approved by the BOD. Fees and fines shall be published on the CAAR website and in such other forms as the BOD may direct.

10.7 PENALTIES FOR VIOLATIONS OF THESE RULES

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

10.8 NOTICES

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

By e-mail to either the e-mail address on file in the MLS Roster Database or via internal e-mail delivery through the MLS system. Electronic messages are instantaneous. Therefore, Notice shall be deemed to have been constructively delivered at the time the e-mail message is sent to the recipient.

By U.S. Postal Service (USPS) mail to a postal address on file for a Subscriber or Participant at the postal address shown for the Participant's office in the MLS Roster Database. Notice shall be deemed to have been constructively delivered two (2) USPS Service Days after being deposited in the USPS system for delivery.

SECTION 11 MLS INFORMATION

11.1 CONFIDENTIALITY OF MLS INFORMATION

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

11.2 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION

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

SECTION 12 OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

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

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

**See Note K in index*

12.1 COPYRIGHT AND LISTING CONTENT

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

12.2 DISPLAY

Each participant shall be entitled to lease from the Central Arizona 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 compilation in accordance with these rules.

SECTION 13 USE OF COPYRIGHTED MLS COMPILATIONS

13.1 DISTRIBUTION:

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

any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law.

13.2 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.

13.3 REPRODUCTION

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

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

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

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

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

SECTION 14 USE OF MLS INFORMATION

14.1 LIMITATIONS ON USE OF MLS INFORMATION

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

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 Rim Country MLS for the period (date) through (date).”

SECTION 15 CHANGES IN RULES AND REGULATIONS

Amendments to the rules and regulations of the service shall be by a 51% vote of the members of the multiple listing service committee, subject to approval by the board of directors of the Central Arizona Association of REALTORS®.

ORIENTATION

Deleted November 2025

SECTION 16 INTERNET DATA EXCHANGE (“IDX”)

16.0 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 listing.

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. *

*Even where participants have given blanket authority for other participants to display their listings through IDX, 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.

16.2 PARTICIPATION

Participation in IDX is available to all MLS participants who consent to display of their listings by other participants.

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.

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.

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.

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), 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.

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

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.

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.

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, either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 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.

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.

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

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

16.2.12 All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of 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.

16.3 DISPLAY

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

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., showing instructions, and property security information) may not be displayed. (Amended 11/21)

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

16.3.2 Deleted May 2015.

16.3.3 Deleted May 2017; moved to 18.2.12 May 2017.

16.3.4 Not Used

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.

16.3.6 Deleted November 2006

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

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. *

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. (Amended 11/17)

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 this MLS.

16.3.11 Deleted November 2025.

16.3.12 Display of expired, and withdrawn listings is prohibited. (Amended 5/21)

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.

16.3.14 Not Used

16.3.15 Not Used

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

16.4 SERVICE FEES AND CHARGES

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

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.

SECTION 17 VOW (VIRTUAL OFFICE WEBSITE)

17.1 VOW DEFINED

- a) A "Virtual Office Website" (VOW) is a participant's Internet website, or a feature of a participant's website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant's oversight, supervision, and accountability.
- b) As used in Section 17 of these rules, the term "participant" includes a participant's affiliated non-principal brokers and sales licensees—except when the term is used in the phrases "participant's consent" and "participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a participant.
- c) "Affiliated VOW Partner" (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant's supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- d) As used in Section 17 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

1213 **17.2**

- 1214 a) The right of a participant's VOW to display MLS listing information is limited to that supplied by the
- 1215 MLS(s) in which the participant has participatory rights. However, a participant with offices participating in
- 1216 different MLSs may operate a master website with links to the VOWs of the other offices.
- 1217
- 1218 b) Subject to the provisions of the VOW policy and these rules, a participant's VOW, including any VOW
- 1219 operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g.,
- 1220 "Internet Data Exchange" (IDX).
- 1221
- 1222 c) Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate
- 1223 permission from other MLS participants whose listings will be displayed on the participant's VOW.
- 1224

1224 **17.3**

- 1225 a) Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW,
- 1226 the participant must take each of the following steps.
- 1227
- 1228 i. The participant must first establish with that consumer a lawful broker-consumer relationship (as
- 1229 defined by state law), including completion of all actions required by state law in connection with
- 1230 providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such
- 1231 actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other
- 1232 disclosure obligations, and execution of any required agreements.
- 1233
- 1234 ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The
- 1235 participant must send an e-mail to the address provided by the Registrant confirming that the
- 1236 Registrant has agreed to the terms of use (described in Subsection d., below). The participant must
- 1237 verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed
- 1238 to the terms of use.
- 1239
- 1240 iii. The participant must require each Registrant to have a user name and a password, the combination
- 1241 of which is different from those of all other Registrants on the VOW. The participant may, at his or
- 1242 her option, supply the user name and password or may allow the Registrant to establish its user
- 1243 name and password. The participant must also assure that any e-mail address is associated with only
- 1244 one user name and password.
- 1245 b) The participant must assure that each Registrant's password expires on a date certain, but may provide for
- 1246 renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user
- 1247 name, and current password of each Registrant. The participant must keep such records for not less than one
- 1248 hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- 1249
- 1250 c) If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of
- 1251 MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide
- 1252 the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in
- 1253 the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity
- 1254 by any such Registrant.
- 1255
- 1256 d) The participant shall require each Registrant to review and affirmatively to express agreement (by mouse
- 1257 click or otherwise) to a terms of use provision that provides at least the following:
- 1258
- 1259 i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the
- 1260 participant
- 1261
- 1262 ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's
- 1263 personal, non-commercial use
- 1264
- 1265 iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type
- 1266 being offered through the VOW
- 1267
- 1268 iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except
- 1269 in connection with the Registrant's consideration of the purchase or sale of an individual property.
- 1270
- 1271 v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in
- 1272 the MLS database.

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

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.

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

17.6

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

Seller Opt-out Form

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

Initials of Seller

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

17.7

- a) Subject to Subsection b., below, a participant's VOW may allow third-parties:
- i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

- b) Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 17.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

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 forty-eight (48) hours following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

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

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

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

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, or type of property.

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

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.

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

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. O

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 the MLS from liability.

17.18 A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily

visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

17.19 A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than five hundred (500) or fifty percent (50%) of the current listings in the MLS, whichever is less, and not more than five hundred (500) or fifty percent (50%) of the sold listings in the MLS, whichever is less, in response to any inquiry.

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

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

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

17.23 Deleted November 2025

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

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.

ADDITIONAL MLS POLICY

1. Part One: Key Definitions

- Wherever the word “filed” or “delivered” is used herein, it refers to input in the computer system of the MLS.

The Rim Country Multiple Listing Service (MLS) Defined

A multiple listing service is:

- a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and customers and the public
- a means of enhancing cooperation among participants
- a means by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers
- a means by which participants engaging in real estate appraisal contribute to common databases *(Revised 11/04)*

(Revised 8/24)

3. Definition of MLS Participant (Policy Statement 7.9)

Where the term REALTOR® is used in this explanation of policy in connection with the word member or the word participant, it shall be construed to mean the REALTOR® principal or principals, of this or any other association, or a firm comprised of REALTOR® principals participating in a multiple listing service owned and operated by the board. Participatory rights shall be held by an individual principal broker unless determined by the association or MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are REALTOR® members of this or any other association, or who are legally entitled to participate without association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and cooperate or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification and unauthorized uses are prohibited.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. “Actively” means on a continual and ongoing basis during the operation of the participant's real estate business. The “actively” requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant cooperates with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a “Virtual Office Website” (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to cooperate. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants.

Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law. Additionally, the foregoing does not prohibit association multiple listing services, at their discretion, from categorizing non-principal brokers, sales licensees, licensed and certified appraisers and others affiliated with the MLS members or participants as users or subscribers and, holding such individuals personally subject to the rules and regulations and any other governing provisions of the MLS and to discipline for violations thereof. MLSs may, as a matter of local determination, limit participatory rights to individual principal brokers, or to their firms, and to licensed or certified appraisers, who maintain an office or Internet presence from which they are available to represent real estate sellers, buyers, lessors or lessees or from which they provide appraisal services.

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

- Under the Board of Choice policy, MLS participatory rights shall be available to any REALTOR® (principal) or any firm comprised of REALTORS® (principals) irrespective of where they hold primary membership subject only to their agreement to abide by any MLS rules or regulations; agreement to arbitrate disputes with other participants; and payment

of any MLS dues, fees, and charges. Participatory rights granted under Board of Choice do not confer voting privileges or eligibility for office as an MLS committee member, officer, or director, except as granted at the discretion of the local board and/or MLS.

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

The MLS may charge participants and subscribers not holding primary or secondary membership in a REALTOR® association that owns the MLS a different amount than charged to members of the association, provided that such charge is reasonably related to the actual costs of serving those members.

None of the foregoing shall be construed as requiring an association to grant MLS participatory rights, under Board of Choice, where such rights have been previously terminated by action of that association's board of directors. *(Amended 8/24)* **M**

4. Categorization of MLS Services, Information, and Products (Policy Statement 7.57)

The services, information, and products that multiple listing services provide to participants and to subscribers affiliated with participants may be categorized as core, as ancillary to the core but included in a basic package of MLS services as determined locally and provided to all MLS participants and subscribers automatically or on a discretionary basis, or as optional and available to participants and subscribers at their discretion. The following will guide MLSs in categorizing their services, information, and products.

Core: Core MLS information, services, and products are essential to the effective functioning of MLS, as defined, and include:

- active listing information

Core services include the mechanisms (print or electronic or both) by which this information is communicated between participants and the MLS.

Where MLS participation is available to non-member brokers or their firms, either by law or by local decision, the information, services, and products available to such participants may be limited to those categorized as core.

5. Association and MLS Compliance with National Association Policy (Policy Statement 7.17)

Those associations or multiple listing services found by the National Association to be operating under bylaws or rules and regulations not consistent with mandatory policies of the National Association are not entitled to errors and omissions insurance coverage and their charters are subject to review and revocation. **I**

6. Participation

Any REALTOR® of this or any other association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in multiple listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to multiple listing service membership or participation unless they hold a current, valid real estate broker's license and cooperate, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.* Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law. Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the participant actively endeavor during the operation of its real estate business to list real property of the type listed on the MLS, share information on listed property and make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

*Generally, associations of REALTORS®, when there is more than one principal in a real estate firm, define the chief principal officer of the firm as the MLS participant. If each principal is defined as a participant, then each shall have a separate vote on MLS matters. Brokers or salespersons other than principals are not considered participants in the service, but have access to and use of the service through the principal(s) with whom they are affiliated.

The key is that the participant or potential participant actively endeavors to cooperate with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to cooperate. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to

believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants.

7. Part Two: Policies

MLS Antitrust Compliance Policy

The purpose of multiple listing is the orderly correlation and dissemination of listing information to participants so they may better serve the buying and selling public. Boards and associations of REALTORS® and their multiple listing services shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas.

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

1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services (Interpretation 14).
2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
7. Prohibit or discourage participants from taking “office exclusive” listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants (Interpretation 10).
9. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
10. Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
11. Prohibit or discourage participants or subscribers from participating in political activities (Interpretation 15).
12. Interfere in or restrict participants in their relationships with their affiliated licensees (Interpretations 16 and 17).

As used in this policy, “rule” includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not. “Multiple listing service” and “MLS” means multiple listing service committees of boards and associations of REALTORS® and separately-incorporated multiple listing services owned by one or more boards or associations of REALTORS®.

These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to agreements entered into by an MLS or board or association of REALTORS® and an agency of government, and to final decrees of courts or administrative agencies.

This policy does not prohibit boards or associations of REALTORS® or their MLSs from adopting rules or policies establishing the legitimate uses of MLS information, from prohibiting unauthorized uses of MLS information, or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.

It is the duty and responsibility of all boards and associations of REALTORS® and MLSs owned by or controlled by boards or associations of REALTORS® to ensure that all bylaws, rules, regulations, and other governance provisions comply with all mandatory multiple listing policies of the NATIONAL ASSOCIATION OF REALTORS®. Boards and associations of REALTORS® failing to conform with these policies will be required to show cause why their charters should not be revoked.

The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the NATIONAL ASSOCIATION OF REALTORS®. (Amended 11/04) **M**

8. Inclusion of Exclusive Agency Listings in MLS Compilations and Databases (Policy Statement 7.41)

Multiple listing services shall not establish or maintain any rule or policy prohibiting inclusion of exclusive agency listings that would be otherwise acceptable for inclusion in the compilation of current listing information.

Explanation: This policy shall not be construed as requiring participants to accept exclusive agency listings if they determine acceptance is not in their best interest or the best interest of clients or customers. However, this policy does preclude collective agreements between participants affiliated with different firms or others to refuse to accept exclusive agency listings. This policy contemplates multiple listing services will clearly distinguish between exclusive right-to-sell and exclusive agency listings in multiple listing compilations and databases to prevent confusion about the rights and obligations of brokers who cooperate in the sale of such listings. (Amended 8/24) **M**

9. Protection Clauses in Association MLS Standard Listing Contracts (Policy Statement 7.37)

Any broker protection clause which is contained in a standard listing form established and recommended by a multiple listing service for the use of MLS participants shall not contain any specific time period therein, but shall contain a blank space to indicate that the time period of such protection period is negotiable between the property owner and the listing broker. **M**

10. Nature of the Standard Multiple Listing Service Mark

The NATIONAL ASSOCIATION OF REALTORS® has approved a standard multiple listing service logo (the “Logo”) for use by authorized chartered associations of REALTORS®, members of such associations, and multiple listing services solely owned by such association(s) pursuant to the terms set forth herein, and as further described in the Membership Marks Manual.

Downloadable files and additional information about the Logo may be found on nar.realtor. (Amended 11/20) **M**

11. Special Notes Concerning the Standard Multiple Listing Service Logo and the National Association's REALTOR® Trademarks

The NATIONAL ASSOCIATION OF REALTORS® does not permit any variation of the Logo design. Further, the National Association will not review and does not authorize any multiple listing service insignia to be used with the Logo other than the multiple listing service's own logo. Further, the National Association's REALTOR® trademarks may not, in any instance, be used in connection with any multiple listing service not owned and/or controlled solely by an association(s) of REALTORS®. (Amended 11/20) **M**

12. Use of the Standard Multiple Listing Service Logo by Nonmember Participants (Policy Statement 7.13)

The Logo may not be used by non-association members of an MLS, including in any state where law requires that brokers (principals) who are not REALTORS® be admitted to the multiple listing service of an association of REALTORS® or in any association which has voluntarily opened its MLS to nonmember brokers and/or appraisers. Such use would be a misrepresentation and would violate the registration rights in the REALTOR® trademarks of the NATIONAL ASSOCIATION OF REALTORS®, the lawful owner of said collective marks. Where such non-association member advertises that they are a member of the multiple listing service of an association of REALTORS®, the multiple listing service may properly require that such participant of the service include in such advertisement that they are not a member of the association of REALTORS®. (Amended 11/20) **M**

13. Non-filtering of Listings (Policy Statement 8.5)

MLS participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are communicated to consumers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. (Amended 8/24) **M**

14. No Compensation Offers in MLS

The MLS must not accept listing containing an offer of compensation in the MLS to other MLS Participants and Subscribers. Further, the MLS may not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator's website for such purpose) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data and data feeds.

The multiple listing service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the multiple listing service must not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing broker and buyer brokers).

Section 2 Agency (Policy Statement 7.11)

In the multiple listing service of an association of REALTORS®, the cooperating broker in a cooperative real estate transaction is the subagent of the listing broker, the agent of the buyer, or is acting in another recognized agency or nonagency capacity. Such relationships must be fully disclosed to all parties to the contract and to all brokers involved. (Amended 11/96) **I**

Section 3 Required Consumer Disclosure (Policy Statement 8.12)

Disclosure of Compensation: MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. **M**

Section 4 Written Buyer Agreements Required (Policy Statement 8.13)

Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.
- b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
- c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. **M**

15. MLS Participation by Brokers Acting as Agents of Potential Purchasers (Policy Statement 7.40)

No association or association MLS may make or maintain a rule which would preclude an individual or firm, otherwise qualified, from participating in an association MLS solely on the basis that the individual or firm functions, to any degree, as the agent of potential purchasers under a contract between the individual (or firm) and the prospective purchaser (client). However, in instances where the participant is representing the potential purchaser as an agent, the participant cannot function simultaneously as the subagent of the listing broker without buyer and seller consent or as provided by state law;; and must make his true position clearly known to all interested parties at first contact. (Amended 8/24) **M**

16. Compensation Notice (Policy Statement 7.39)

It is recommended that MLSs publish the following notice to their general membership at least annually.

Compensation Notice

1. A broker's compensation and fees for services are not set by law and are fully negotiable.

A broker's compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.

2. *The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker. (Amended 8/24) M*
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17. Statement 7.44 Access to Comparable and Statistical Information—Merged into Policy Statement 7.3 in 2005

Access to comparable and statistical information

Board Members 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 all information other than current listing information that is generated wholly or in part by the MLS including 'comparable' information, 'sold' information, and statistical reports. This information is provided for the exclusive use of Board Members and individuals affiliated with Board Members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

18. Inclusion of Expired or Withdrawn Listings in an Association's Comparable Report or Other Report of Statistical Information (Policy Statement 7.36)

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

19. Statistical Reports (Policy Statement 7.3)

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

MLSs may, as a matter of local determination, provide statistical reports, sold information, and other informational reports derived from the MLS to government agencies. MLSs may, as a matter of local discretion, require that such agencies (or representatives of such agencies) hold an appropriate form of membership in the MLS or in the association of REALTORS® as a condition of such access. (Amended 11/21) **M**

20. One Data Source (Policy Statement 8.6)

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

At the request of a participant, MLS must provide the single data feed for that participant's licensed uses to that participant's designee. The designee may use the single data feed only to facilitate that participant's licensed uses on behalf of that participant. (Amended 11/21) **M**

21. Brokerage Back Office Feed (Policy Statement 8.7)

That participants are entitled to use, and MLSs must provide to participants, the BBO Data, for BBO Use subject to the Terms below:

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

"BBO Use" means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes:

- Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant.
- Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law.
- Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant.

- Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.
BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant's designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

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

"Terms" mean the following:

- MLSs may impose reasonable licensing provisions and fees related to participant's license to use Brokerage Back Office Feed Data. MLSs may require the participant's designee to sign the same or a separate and different license agreement from what is signed by the participant. Such provisions in a license agreement may include those typical to the MLS's data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
- Use of roster information may be limited by the MLS participation agreement and license agreements.
- Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.
- MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that "Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants' consent." (*Adopted 11/21*) **M**

Advertising

Print and Electronic

Internet Data Exchange (IDX) Policy (Policy Statement 7.58)

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 apps, 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. (*Amended 05/17*)

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. (*Amended 05/17*)

To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, sold* listing data starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution. 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 MLS's IDX download must be refreshed to accurately reflect all updates and status changes no less frequently than every twelve (12) hours. (*Amended 5/17*)

***Note:** If "sold" information is not publicly accessible, display of sales price may be prohibited. "Publicly accessible" 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. (*Amended 05/21*)

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 concurrently 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. (*Amended 05/12*)

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.

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. *(Amended 05/12)*

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. *(Amended 11/09)*

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. *(Amended 05/12)*

Appendix 1

National Association's Interest

The concept of cooperation in real estate transactions can be enhanced by a mechanism such as the multiple listing service which enables a REALTOR® to cooperate with other REALTORS®. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). *(Amended)*. I

Notes:

A. OPEN LISTING:

Note: These definitions are provided to facilitate categorization of listings in MLS compilations. In any area of conflict or inconsistency, state law or regulation takes precedence. If state law permits brokers to list property, on either an exclusive or open basis, without establishing an agency relationship, listings may not be excluded from MLS compilations on the basis that the listing broker is not the seller's agent. *(Adopted 11/93, Amended 5/06)*

B. LISTING PROCEDURES:

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 cooperate with 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 may be accepted at local MLS discretion, and must be accepted where required by law. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients.

The exclusive right-to-sell listing is the form of listing where the seller authorizes exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property.

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

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 net listings and may decline to accept open listings at local discretion (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. *(Amended 11/25)* **M**

C. CLEAR COOPERATION

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.

D. SERVICE AREA:

Note: Associations must choose whether the service will accept listings from beyond its service area into the MLS compilation. *(Amended 11/17)* **M**

E. SOLICITATION OF LISTING FILED WITH THE SERVICE

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 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. **M**

F. NO COMPENSATION SPECIFIED ON MLS LISTINGS

Note 1: The multiple listing service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the multiple listing service must not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers.

Note 2: 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 3: 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. *(Amended 8/24)* **M**

G. NO COMPENSATION OFFERS IN MLS

Note 1: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in MLS rules, short sales are defined as a transaction where title transfers, where the sales 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 short sales when participants know a transaction is a potential short sale. *(Amended 8/24)* **M**

H. SERVICE CHARGES

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

I. COMPLIANCE WITH RULES – AUTHORITY TO IMPOSE DISCIPLINE

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)* **M**

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)* **M**

J. MULTIPLE LISTING OPTIONS FOR SELLERS

Note 1: The Multiple Listing Options for Sellers policy is designed to give consumers greater choice and flexibility in marketing their homes for sale. Each MLS has the unfettered local discretion in determining what is most suitable for their marketplace regarding a Delayed Marketing Exempt listing which includes adopting "0" days to not implement the Delayed Marketing aspects of the Multiple Listing Options for Sellers policy.

Note 2: MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other Participants and Subscribers within (1) one business day after the listing has been publicly marketed. See Section 1.01, Clear Cooperation *(Amended 8/25)*

K. OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

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 DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

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

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

*The term MLS compilation, as used in Sections 3, 5, 9 and 10 herein, shall be construed to include any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever

L. IDX

*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. *(Amended 05/17)*