

# MLS Technology, Inc. Rules & Regulations

## June 1, 2017

Article I - MULTIPLE LISTING SERVICE (MLS).....	1
<i>Section 1 – MLS Orientation and Administrative</i> .....	1
<i>Section 2 – Listing Procedures</i> .....	2
<i>Section 3 - Pending, Sold, Change, and Lease Notices</i> .....	10
<i>Section 4 - Selling Procedures</i> .....	11
<i>Section 5 - Prohibitions</i> .....	12
<i>Section 6 - Division of Commissions</i> .....	14
<i>Section 7 - MLS System</i> .....	17
<i>Section 8 - Confidentiality Of MLS Information</i> .....	17
<i>Section 9 - Ownership of MLS Compilations and Copyrights</i> .....	18
<i>Section 10 - Use of Copyrighted MLS Data</i> .....	18
<i>Section 11 – MLS Tech Internet Data Exchange (IDX)</i> .....	21
<i>Section 12 – Third Party Vendors of Products and Services</i> .....	25
<i>Section 13 – Virtual Office Website (VOW)</i> .....	26
<i>Section 14 – Meetings of MLS Technology, Inc. Participants</i> .....	31
ARTICLE II - KEY BOX SYSTEM (KBS) .....	31
<i>Section 1 – Security Measures</i> .....	31
<i>Section 2 - Definition</i> .....	31
<i>Section 3 –Lease of EKey Software or Key Unit</i> .....	31
<i>Section 4 – Assignment of Key Unit</i> .....	32
<i>Section 5 - Change in Status Participant or User</i> .....	32
<i>Section 6 –Lost/Stolen Key</i> .....	34
<i>Section 7 - Prohibited Use of Key Box Keys</i> .....	35
<i>Section 8 - Fines for Violation of Key Agreement or The Key Box Administrative Policy Governing Use of Key.</i> .....	36
ARTICLE III- RESOURCE CENTER .....	36
<i>Section 1.0 Administration.</i> .....	36
<i>Section 2.0 Eligibility.</i> .....	36
ARTICLE IV – Data Co-Op.....	37
ARTICLE V – Changes to Rules and Regulations .....	37
<i>Section 1.0 - Changes in Rules and Regulations.</i> .....	37
ARTICLE VI – Fees, Charges, Finances for MLS Technology, Inc.....	37
ARTICLE VII – Participants, Users and Unlicensed Assistants Compliance with Rules .....	39
ARTICLE VIII – MLS Technology, Inc. Enforcement of Rules or Disputes Related to MLS Tech .....	40
ARTICLE IX – Arbitration of Disputes.....	42
ARTICLE X– Standards of Conduct for Participants.....	43
Addendum A .....	46

# **RULES AND REGULATIONS**

## **MLS Technology, INC. (MLS Tech)**

Approved by the Board of Directors of MLS Technology, (hereinafter referred to in these Rules and Regulations as MLS Tech) on March 23, 2006 and amended as noted throughout the document.

### **Article I - MULTIPLE LISTING SERVICE (MLS)**

#### **Section 1 – MLS Orientation and Administrative**

**Section 1.0 Orientation of MLS Participants and Users.** Upon being granted access to the MLS, the following individuals shall be required to attend an orientation:

- (a) New Participants.
- (b) Former Participants, who have not attended the orientation, course within the twelve (12) month period preceding the approval of their new application for MLS Participant.
- (c) New Users.
- (d) Former Users who have not been affiliated with an MLS Participant for a twelve (12) month period.
- (e) Users applying for membership as a Participant who have not attended the orientation course within the twelve (12) month period preceding approval of the application for Participant.
- (f) Unlicensed Assistants. (12/20/12)

Participants and Users may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize Participants and Users with system changes or enhancements and/or changes to MLS rules or policies. Participants and Users must be given the opportunity to complete any mandated additional training remotely. (6/24/10)

**Section 1.2 Request For Waiver of Monthly User Fee for Sales Licensees and Licensed or Certified Appraiser and Licensed Trainee Appraiser.** In the event a sales licensee or licensed or certified appraiser or licensed trainee appraiser, who is employed by or affiliated as an independent contractor with a Participant does not access, utilize or receive, either directly or indirectly, any MLS services, does not lease a key and does not list, sell, refer or appraise residential property, the Participant may submit a request to the MLS Tech Board of Directors for waiver of the monthly User fee for such sales licensee or licensed or certified appraiser or licensed trainee appraiser. MLS Tech approved "Request For Waiver" form shall be signed by the Participant and said licensee and shall be subject to review by the Bylaws, Rules and Regulations Committee and approval of the MLS Tech Board of Directors. The lack of involvement or activity in the marketplace of an associate shall not qualify the associate for a waiver. All requests for waivers shall be published to the membership prior to consideration by the MLS Tech Board of Directors. Participants are not eligible for a waiver. **(Amended 10/24/13)**

**Section 1.3 Request For Waiver of Monthly User Commercial Specialist.** In the event a sales licensee or licensed or certified appraiser or licensed trainee appraiser, who is employed by or affiliated as an independent contractor with a Participant does not access, utilize or receive, either directly or indirectly, any MLS services, does not lease a key and does not list, sell, refer, lease or appraise commercial property, the Participant may submit a request to the MLS Tech Board of Directors for waiver of the monthly User fee for such sales licensee or licensed or certified appraiser or licensed trainee appraiser. The MLS Tech approved "Request For Waiver" form shall be signed by the Participant and said licensee and shall be subject to review by the Bylaws, Rules and Regulations Committee with input from the GTAR RCA committee and approval of the MLS Tech Board of Directors. The lack of involvement or activity in the marketplace of an associate shall not qualify the associate for a waiver. All requests for waivers shall be published to the membership prior to consideration by the MLS Tech Board of Directors. (01/26/12)

## Section 2 – Listing Procedures

### Section 2.0 Definition.

- (a) **Central Load.** Where used in these Rules and Regulations “Central Load” shall mean that the listing data (and subsequent changes) is entered into the MLS system by the MLS Tech Staff. MLS Tech Staff shall not accept or enter any listing without the authorization of the Listing Participant. To avoid delay, MLS Tech Staff will accept oral authorization by the Listing Participant; however, the Listing Participant must then submit written authorization to MLS Tech. Any Property Data Form or Status Change Form that is incomplete or does not have the appropriate documentation attached will be returned to the listing participant for completion. When a listing is a Bartlesville Association of REALTORS® listing and is “Central Load,” the term “MLS Tech staff” shall read “Bartlesville Association of REALTORS® staff. (3/18/04)
- (b) **Broker Load.** “Broker Load” shall mean the listing data (and subsequent changes) is entered into the MLS system directly by the Listing Participant or the Listing Participant’s authorized designee.
- (c) **Residential Lease.** Residential Lease shall refer specifically to listings placed in the MLS which are for lease. All MLS Tech MLS rules shall apply to the Residential Lease section unless otherwise specified. Where the rules refer to a Residential Lease listing the term “sale” means “for lease”, “sell” means “lease”; “sold” means “leased”; “Seller” means “Landlord” and the term “Buyer” means “Tenant, etc.” (10/23/08)

**Section 2.1 Definition of "Filed with the MLS".** “Filed with the MLS” shall mean the required documents have been provided to the MLS for "Central Load", or the listing is entered into the MLS by "Broker Load".

### Section 2.2 Listing Status Defined.

- (a) **Active Listing.** An Active Listing is a listing of property that is currently for sale; is not under a contract for sale (i.e. Pending, Contingent, or Closed [Sold]) and offers cooperation and compensation through the MLS.
- (b) **Contingent Category.** Only the following will be allowed in the Contingent Category:
- The Contract of Sale is contingent upon the Buyer’s property, **which is on the market but not presently under contract**, being sold and closed. In other words, the Buyer’s property is on the market for sale, but the Buyer has **not** entered into a Contract for the Sale of the Buyer’s property.
  - Contingent may also be used for a short sale, where an offer has been accepted by the seller and has been submitted to the seller’s lender for approval. The “Short Sale” field must be marked “Y” or “Yes”. Upon the Seller’s lender approval of the contract the Listing Participant shall have 3 business days to change to Pending.

The listing broker can place the listing in either the “Contingent” or “Pending” category. If the listing is placed in the “Contingent” category, the listing will remain with the active listings until the contingency is removed or until the listing expires, in which event it shall default to “Pending.” (9/22/05) (Amended 7/30/09.)

- (c) **Pending.** A property shall be considered Pending when a sales contract is signed by both buyer and seller. Does not apply to Residential Lease listings (10/23/08.)
- (d) **Closed [Sold] Listing.** A listing shall be considered Closed [Sold] when the transaction has closed and the title to the property passes from seller to buyer. Does not apply to Residential Lease listings (10/23/08.)
- Requirements for entering a property for "Statistical Purposes":

1. Participant must have a signed listing agreement or sales fee agreement with the seller.
2. Listing must include the sale of the land.
3. Property must be entered within (5) five business days of the Closed Date. Participant will enter the List Date, Pending Date and Closed Date all as the Closed Date.
4. Public Remarks must read: "Entered for Statistical Purposes Only".  
(1/26/2017)

**(e) Withdrawn.** A listing where all terms of the listing remain in full force and effect and the listing is simply "Withdrawn" from MLS active listings. A signed copy of the Withdrawal must be kept in the listing file. (Amended 1/26/2017).

**(f) Released.** A listing in which the Participant has terminated the listing agreement and the listing agreement is no longer in effect. A signed copy of the Release must be kept in the listing file. (Amended 1/26/2017).

**(g) Expired.** A listing in the MLS system in which the listing term has expired and the listing is no longer active in the MLS system.

**(h) Leased.** A listing shall be considered Leased when the Lease agreement has been signed by all parties. (10/23/08)

**Section 2.3 MLS Tech Staff Assistance.** Any request for MLS Tech Staff assistance relating to listing data must be accompanied by the appropriate documentation (contract, listing agreement, change notice, etc.).

**Section 2.4 Filing Listings Procedures.** All exclusive right-to-sell listings and exclusive agency listings located within the territorial jurisdiction of MLS Tech taken by a Participant on all residential and vacant land property types shall be filed with the MLS within five (5) working days after the effective date of the listing unless the listed price is less than \$20,000.

All exclusive right-to-lease listings and exclusive agency for lease listings located within the territorial jurisdiction of MLS Tech taken by a Participant on all residential leases shall be filed with the MLS within five (5) working days after the effective date of the listing unless the monthly rent is less than \$750.00. If the listing agreement indicates that the house is to be for sale and for lease the property shall be listed in the Residential tab and the Residential Lease tab unless other exceptions are met. (revised 6/28/12)

All listings shall have all legally required seller disclosure/disclaimer information attached, except where sellers expressly direct that such disclosure documents not be disseminated through the MLS. (5/20/10)

**Section 2.5 Listing Agreement Form.** MLS Tech 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 a type accepted by MLS Tech, although a "Property Data Form" may be required as approved by the MLS Tech Board of Directors. However, MLS Tech, through its legal counsel:

- (a)** May reserve the right to refuse to accept a listing agreement that fails to adequately protect the interest of the public and the Participants.
- (b)** Shall assure that no listing agreement filed with the MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller).
- (c)** Requires that the listing agreement must include the seller's authorization to submit the agreement to the MLS Tech MLS.

**Section 2.6 Types of Listing Agreements.** MLS Tech shall accept exclusive right-to-sell listing agreements and exclusive agency listing agreements, and may accept other forms of agreement which

make it possible for the listing broker to offer cooperation and compensation to the other Participants of the MLS acting as brokers for buyers.

(a) The different types of listing agreements accepted by the MLS are:

- 1) exclusive right-to-sell
- 2) exclusive right-to-sell that is subject to auction/sealed bid
- 3) exclusive right-to-sell with named reserved prospect
- 4) exclusive right-to-sell with variable rate commission
- 5) exclusive agency (*the term “agency” is used only because it is the common term used in the marketplace to define an exclusive right to sell where the seller reserves the right to sell the property himself on an unlimited or unrestricted basis. The term “agency” as used here is not intended to describe an “agency” relationship.*)

The exclusive right-to-sell listing is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive right-to-sell listing that is subject to auction/sealed bid shall be identified in the Public Remarks of the MLS Tech MLS electronic data compilation of current listings.

The exclusive agency listing also authorizes the Listing Broker, as Seller’s exclusive Broker, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named reserved prospects exempted must be identified and published in the “Type of Listing” field of the MLS compilation of current listings since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempted.

(b) The MLS will not accept net listings because they are deemed unethical. Open listings are not accepted because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.

(c) **Types of Properties.** The MLS shall, at the Listing Participant’s option, publish commercial property types.

**Section 2.7 Listing Subject to Rules and Regulations of MLS Tech.** Any listing taken on a listing agreement to be filed with the MLS is subject to the Rules and Regulations of MLS Tech upon the signature of the seller(s).

**Section 2.8 Detail on Listings filed with the MLS.** A listing when filed with the MLS by the Listing Participant shall be complete in every detail, which is ascertainable as specified on the MLS Tech MLS Property Data Form.

**Section 2.9 Square Footage.**

(a) **Primary Residence.** Participants may quote square footage from the following sources in the Square Footage fields, or in Public Remarks:

- o County Assessor (Court House) square footage
- o Building Permit square footage - Participant must have a copy of the building permit in the Participant’s listing file.

- Appraisal square footage - a copy of a full appraisal(s) or a copy of square footage measurement(s) by a licensed or certified appraiser, provided by the current seller must be in the Participant's listing file.

Square footage can **only** be quoted in the Square Footage fields, House Size (Range) field, the Media fields, or in Public Remarks. Square footage listed in Public Remarks must indicate the source. The square footage listed in Media must match one of the square footages reported in the Square Footage field or in the Public Remarks. Participants and Users shall **not** report **square footage in any other field (including square footage of a room addition, etc.)** (12/15/05, updated 6/21/07, amended 6/24/10).

- (b) **Secondary Residence.** In the event the property contains a Secondary Residence; the square footage of the Secondary Residence must **NOT** be included in the Primary Residence fields of the listing. The square footage of the Secondary Residence can be included in the Public Remarks fields under the following condition:
  - The square footage is from an approved source (as outlined above) and the source is also identified in the remarks. (11/18/04)
- (c) **Mobile/Manufactured Home.** Participants may quote dimensions of a Mobile/Manufactured Home, if the Participant has a copy of the title, displaying the dimensions, in the Participant's listing file. The dimensions can be quoted in the Public Remarks field and must include the wording "per title". (9/28/06 amended 7/22/2010)
- (d) **Attached Garage.** The square footage and/or dimensions of an attached garage can be included in the Public Remarks field under the following condition:
  - The square footage is from an approved source (as outlined above) and the source is also identified in the remarks. (10/24/13)
- (e) **Detached Non-livable Structure.** The square footage and/or dimensions of a detached non-livable structure can be included in the Public Remarks field at the Brokers discretion. (10/24/13)

**Section 2.10 Model Homes Listings.** To be listed in the MLS, a Builder's Model Home must be for sale. If the builder plans to use the home as a model and the sale will not close or buyer given possession in a reasonable time, the "Public Remarks" must include the following notice: "As this is a Builder's Model Home, buyer cannot take possession of the home until \_\_ (date) \_\_." (6/23/05)

**Section 2.11 Limited Service Listing Agreements.** Limited Service Listing Agreements shall mean listing agreements under which:

- the Listing Participant will perform the duties; responsibilities and services required by the Oklahoma Real Estate License Code,
- but fewer than all the services required to complete a transaction.

Such listing shall be identified with a "Y" (yes) on the MLS Property Data Form in the "Limited Service" box. It will be published in the MLS Data compilations so potential cooperating Participants will be aware that it will be necessary to contact the listing Participant prior to initiating efforts to show or sell the property to determine what services will not be performed by the Listing Participant and to what extent the cooperating Participant will be asked to perform services required to complete the transaction. (6/23/05)

**Section 2.12 Exempted Listings.** If the seller refuses to permit the listing to be disseminated by the MLS, the Participant may then take the listing ("Office Exclusive") and such listing shall be filed with the MLS but not disseminated to the participants. The Participant has five (5) working days after the

effective date of the listing, to file with the MLS a certification by the seller that the listing will be an Office Exclusive.

If MLS Tech staff is advised that the Participant has failed to file a certification by the seller, the following procedure will be followed:

- (a) If this is the first failure of the Participant to submit the certification by the seller on an office exclusive listing, the MLS Tech staff shall contact the Participant and request that a copy of the listing agreement and certification by the seller be submitted within twenty-four hours, and will advise the Participant that the fine will be waived if the requested documentation is received within 24-hours and that if there are subsequent violations of this rule, the Participant and/or User will be fined \$100 for each violation.
- (b) If the Participant and or User have previously violated this rule, MLS Tech staff shall contact the Participant and request that a copy of the listing agreement and certification by the seller be submitted within twenty-four hours, and that the Participant and/or User will be fined \$100.
- (c) If the Participant and/or User fail to submit the certification by the seller and a copy of the listing agreement as requested, under both (a) and (b) above, the Participant and/or User will be fined \$200. (Amended 2/24/11)

**Section 2.13 Co-Listing.** A Participant and/or User shall not enter a listing in the MLS that is co-listed with a licensee who is not a MLS User and does not pay MLS User fees, whether the licensee is a member of the Participant's firm or not and regardless of whether the licensee is a member of an Association of REALTORS® or not. *(1/1/04)*

**Section 2.14 Changes to Listing.** Any change to a listing shall be made only when authorized in writing by the seller and shall be filed with the MLS service within three (3) business days after the authorized change is received by the listing Participant.

**Section 2.15 Withdrawal or Release of Listing Prior to Expiration.** Listings of property may be withdrawn or released from the MLS by the Listing Participant before the expiration date of the listing agreement provided notice is filed with the MLS. A release must include a copy of the agreement between the seller and the listing broker which authorizes the release.

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

A withdrawn listing placed back in the active listings prior to expiration of the original listing, does not require a new listing number.

A released listing may not be re-entered into the MLS system for the purpose of manipulating the MLS data.

**Section 2.16 If a property cannot be shown,** it cannot be placed in an Active status in the MLS. If the listing has been entered into the MLS, the status must be changed to Withdrawn. If the listing has not been entered, a certification by the seller must be filed with MLS Tech staff within 5 business days of the List Date. *(4/19/07 Amended 2/24/11)*

**Section 2.17 Property Data Form.** All listings filed with the MLS must include all information required on the Property Data Form as from time to time amended by the Board of Directors.

**Section 2.18 Legal Description.** When the legal description is too long, at a minimum the Section, Township, Range and County or Subdivision must be shown.

## Section 2.19 Remarks/Media Self-promotion.

### 1. Public Remarks and Direction Fields.

- (a) Only information describing the listed property, its community and any exclusions for the sale/or legally required statements are allowed in the "Public Remarks" section of any listing in the MLS.
- (b) Information contained in the Public Remarks and Direction fields of the listing shall be at the discretion of the MLS Participant and/or User and the seller. This information, however, shall be factual and shall **not** include the Listing Participant, User, seller or tenant contact information, including, but not limited to, phone number, fax number, e-mail and Web page addresses, gate code, security code, lockbox code, any self-promotion comments, open house information and/or any of the restricted fields listed in Section 10.1c of these Rules and Regulations. In addition, the Directions field must contain directions to the property. Entering only the address, subdivision name, "use your GPS" or anything similar is not allowed. *(1/1/04 revised 10/18/07, revised 8/22/13)*
- (c) All remarks shall be factual and must comply with RESPA, OREC Rules and Regulations and the Federal Fair Housing Act (which prohibits discrimination in the sale, rental, leasing and financing of housing, as well as discriminatory advertising on the basis of race, sex, color, religion, national origin, handicap or familial status.)
- (d) MLS Tech will not be responsible for the content of the Remarks section of the listing. The MLS Participant is solely responsible for the content of the Remarks section of the listing filed with the MLS by his/her Users.
- (e) The MLS Participant will defend MLS Tech including its officers, directors and employees against any action brought against MLS Tech due to violation(s) caused by the Participant's company and/or licensees.
- (f) **Room Dimensions.** Room dimensions shall be permitted in the Public/Media/Broker Remarks fields as long as the dimensions entered are a part of the square footage reported on the listing in the square footage field. *(6/22/06)*

### 2. Broker Remarks.

Except for seller and/or tenant, contact information in the "Broker Remarks" shall **not** include a non-member or an unlicensed person.

### 3. Media.

Submission of media is voluntary and the seller has the right to request media not be included in the MLS. If media is submitted the following rules apply. (Amended 2/24/11)

Self-promotion (i.e., Listing Participant or User contact information, including phone number, fax number, e-mail, and Web page addresses and/or self-promotion comments) shall not be permitted in any media submitted to the MLS including, but not limited to, photographs, virtual tours, 360 photo tours. This includes all features of media, including, but not limited to, all video and audio portions of the media.

In addition, YouTube links and/or self-promotion/contact information regarding virtual tour providers/companies shall not be permitted in any virtual tour. *(2/23/12)*

Photographs shall be limited to the real property and shall **not include** photographs of the User, Participant, legible real estate sign, legible builder's sign, electronic business card, pets, animals, or people as the focal point, etc. *(1/19/06)*

The Primary photograph must be the exterior front view of the primary structure. For Vacant Land or Condo listings, the Primary photograph must be a photo of the lot, a photo taken, of the view, from the lot, or a photo of the entrance/subdivision sign (with no legible contact information. *(7/20/06 amended 7/22/10)*



1. A primary photo is required for all “exclusive right-to-sell that is subject to auction/sealed bid” listings. The word “Auction” must be visible on the photo. Photo must be added to the listing within 3 business days. (2/15/07)

All photographs submitted to MLS Tech (regardless of who takes the photographs) shall become a part of the MLS Tech owned and copyrighted MLS compilation (database). (8/19/04)

Except for the purpose of creating a Comparative Market Analysis (CMA), use of another Participant’s photographs and/or Virtual Tours is prohibited unless the Participant’s written permission is given to the Participant or User desiring to use the photographs and/or Virtual Tour. A Participant and/or User found in violations of this rule shall be referred to the Bylaws, Rules and Regulations Committee (6/23/05)

**Section 2.20 Listing Price Specified.** The full gross listing price stated in the listing agreement will be included in the information published in the MLS compilation of current listings unless the property is subject to auction/sealed bid. If the property is subject to auction/sealed bid the list price is at the discretion of the participant, which can be the minimum bidding price or price as agreed upon between seller and participant. The “full gross listing price” is defined as the price in the listing agreement plus any fees, expenses or costs not disclosed in Public Remarks, required to be paid by the Buyer for the purchase of the property, but not including normal and customary closing costs.

Does not apply to Residential Lease listings (10/23/08, revised 10/4/12, Amended 4/25/13)

**Section 2.20.1 Monthly Rent Specified.** The full gross monthly rental price stated in the listing agreement will be included in the information published in the MLS. (10/23/08)

**Section 2.21 Listing Bulk Package Properties.** In order to meet the criteria for Bulk Packages, all properties to be listed in the package must be owned by the same individual (added 5/26/11).

- **Commercial Listings:** All commercial properties that have their own tax parcel number, adjoining or not, must be entered on the MLS as individual properties with different MLS numbers. Commercial Properties with their own tax parcel number that are included in a package sale should reference each MLS number in the Public Remarks of each listing and state properties must be sold together as part of a package sale. (7/21/05 amended 6/24/10, 10/28/10)
- **Residential Lease:** When multiple units for lease have the same tax parcel id number each unit which is for lease shall be entered as a separate MLS Listing (10/23/08 amended 6/24/10.)
- **Residential or Vacant Land Listings:**
  - Option #1: All residential properties that can be sold as a package and each have their own tax parcel number, adjoining or not, can be entered on the MLS as individual properties with different MLS numbers. Listings should reference each MLS number in the Public Remarks of each listing and state properties may be sold together as part of a package sale.
  - Option #2: All residential properties that can be sold as a package and each have their own tax parcel number, adjoining or not, can be entered on the MLS as a package sale with one (1) MLS number. Listing should state that properties may be sold individually or as part of a package sale. Each parcel and/or legal description must be included in the Legal Description or Public Remarks field.
  - Option #3: All residential properties that can be sold as a package and each have their own tax parcel number, adjoining or not, can be entered on the MLS as individual properties with different MLS numbers and the package sale can be entered as a bulk listing. Listings should reference each MLS number in the Public Remarks of each listing and state properties may be sold together as part of a package sale.

If an individual property/lot is sold separately from the other property(s)/lot(s) listed in the Package Listing that property/lot must be entered/modified in the MLS system with details of the sale **and** the

Package Listing shall be edited to show the property/lot sold separately is no longer available.

Listings Released due to an individual or bulk sale shall have "Part of bulk sale (MLS #s)" entered into the Broker Remarks field. (10/28/10)

**Section 2.22 Errors or Omissions On Listings.** MLS Tech shall not be liable for errors or omissions contained in the MLS. It is the responsibility of the Listing Participant to check his/her listing. If there is an error or omission on a listing the following action shall be taken:

- (a) If "Central Load," the listing Participant shall immediately notify MLS Tech staff.
- (b) If "Broker Load," the listing Participant shall immediately correct his/her own listing errors. In the event the listing Participant is unable to make the necessary changes; he/she shall immediately notify MLS Tech staff in writing with an authorized signature.

**Section 2.23 No Control of Commission Rates or Fees Charged by Participants.** MLS Tech shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, MLS Tech shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants.

**Section 2.24 Expiration, Extension, and Renewal of Property Data Form.** Listings filed with the MLS will automatically be removed from the electronic data compilation of Active and Withdrawn listings on the expiration date specified in the listing 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 MLS service.

The term of a listing is determined by the Seller and Listing Participant and MLS Tech shall not establish any rule governing the term of a listing. In order to preclude publication of outdated information, however, no Property Data Form published by the MLS shall remain an active listing beyond six (6) months. Properties may be resubmitted on a new MLS Property Data form, which will then be published as a new Listing.

**Section 2.25 Termination Date on Listings.** Listings filed with the MLS shall bear a definite and final termination date as negotiated between the listing broker and the seller.

**Section 2.26 Jurisdiction.** Only listings of the designated types of property located within the MLS Tech jurisdiction are required to be submitted to the MLS. Listings of property outside MLS Tech's jurisdiction and that are located within the State of Oklahoma or a contiguous state will be accepted if submitted voluntarily by a Participant, but cannot be required by MLS Tech.

**Section 2.27 Active Listings of New MLS Participant as of Date of Participation.** Within thirty (30) days of the effective date of MLS Tech MLS Participation, a new Participant shall submit all active listings held by his/her firm unless precluded by Seller. If the Seller instructs the new Participant not to enter the listing on the Seller's property in the MLS, the Participant shall file a certification by the seller with the MLS in lieu of submitting the listing. (Amended 2/24/11)

**Section 2.28 Listings of Suspended or Expelled Participant.** When a Participant of the MLS is suspended or expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, GTAR Bylaws, MLS Tech Bylaws and/or MLS Tech 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 or expelled Participant shall, at the Participant's option, be retained in the MLS 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 or expulsion became effective.

If a Participant has been suspended or expelled from GTAR or MLS Tech (or both) for failure to pay appropriate dues, fees or charges, MLS Tech is not obligated to provide MLS services, including continued inclusion of the suspended or expelled Participant's listings in the MLS compilation of current listing information and MLS Tech shall have the right to withdraw or remove the suspended or expelled Participant's listings from the MLS. Prior to withdrawal or any removal of a suspended or expelled Participant's listings from the MLS, the suspended or expelled Participant should be advised in writing of the intended removal so that the suspended or expelled Participant may advise his/her clients.

**Section 2.29 Listings of Resigned MLS Tech MLS Participant.** When a Participant resigns from MLS Tech, MLS Tech is not obligated to provide services, including inclusion of the resigned Participant's listings in the MLS compilation of current listing information and MLS Tech shall have the right to withdraw or remove the resigned Participant's listings from the MLS. 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/her clients.

**Section 2.30 Listings of Licensee (User) Released By MLS Tech Participant.** Upon a licensee leaving an MLS Tech Participant's firm, the Participant shall within one (1) business day enter the change of listing associate to the Participant or another licensee with his firm, who is a MLS User or release the listing(s). *(1/1/04)*

### **Section 3 - Pending, Sold, Change, and Lease Notices**

#### **Section 3.0 Procedures.**

- (a) All changes shall be filed with the MLS within the time outlined in this section from receipt of such change information. In the event of "Central Load" a copy of such change shall be delivered to the MLS Tech office within the same time period as stipulated above. See Article I, Section 4.6 for additional rules regarding reporting sales to the MLS. *(1/1/04, Amended 2/24/11, 4/28/11)*
- (b) All Status Change Notices that are to be Central Load must be signed by the Participant, or an authorized member of the Participant's Firm. Only three (3) members of the firm per office (a branch office is considered a separate office for this purpose) may be authorized to sign Status Change Notices on behalf of a Participant. Written authorization for the member to sign on behalf of the Participant must be on file with MLS Tech.
- (c) **Corporate Listings.** In the case of Corporate Listings, Listing Participant shall have the responsibility to (when paperwork has not been received) change the listings to a Pending status, upon verbal acceptance of a contract. (The Corporate field on the listing must display Yes.) *(7/20/06)*
- (d) **Pendings That Go Beyond the Anticipated Closing Date.** If a Pending does not close on the anticipated closing date, the new anticipated closing date must be entered into the MLS system within thirty (30) days of such failure to close. Does not apply to Residential Lease listings *(10/23/08.)*
- (e) **Reporting Requirements of Sold (Closed) Notices.** Listing Participant shall within five (5) business days of a listing being sold (closed) file such information, including, but not limited to, **actual** sales price and loan information, with the MLS. *(1/1/04, Amended 4/28/11)* Does not apply to Residential Lease listings *(10/23/08.)*

On cooperating brokerage sales, the sales information and selling broker shall be included in the information filed with MLS. In the event the selling broker is not a Participant of the MLS, a code number of 99999 shall be inserted. If listing is pending and the listing broker is no longer an MLS Tech Participant, the selling broker shall be responsible for reporting the pending as closed once the sale has occurred.

- (f) Reporting Requirement of Leased Notices. Listing Participant shall within three (3) business days of a listing being leased file such information, including, but not limited to actual monthly rental price, and leasing associate. (10/23/08)

## **Section 4 - Selling Procedures**

**Section 4.0 How Shown.** If the “Showing Contact” data box on a listing published through the MLS shows “Call Agent” a cooperating participant or listing user must contact the listing participant for specific authority to show said property. (10/23/08)

**Section 4.1 Showings and Negotiations.** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the MLS shall be conducted through the listing participant except under the following circumstances:

- (a) The listing participant gives the cooperating broker specific authority to show.
- (b) The listing participant gives the cooperating broker specific authority to negotiate directly. Or,
- (c) After reasonable effort, and after forty-eight (48) hours if the cooperating broker cannot contact the listing participant or his/her representative, the cooperating broker may call any member of the MLS Tech Board of Directors (as a neutral party) to accompany him/her to present the offer to the seller.
- (d) The listing broker, at his option, may preclude direct negotiations by cooperating participant.

**Section 4.2 Presentation of Offers.** The listing participant must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

**Section 4.3 Submission of Written Offers.** The listing participant shall submit to the seller all written offers until closing unless precluded by law, government rule, regulations, or agreed otherwise in writing between the seller and the participant broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing participant shall recommend the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

**Section 4.4 Right of Cooperating Broker in Presentation of Offer.** The cooperating broker or his/her representative has the right to participate in the presentation to the seller or lessor of any offer he/she secures to purchase or lease. The cooperating broker does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing participant. However, if the seller or lessor gives written instructions to the listing participant that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing participant's right to control the establishment of appointments for such presentations.

**Section 4.5 Right of Listing Participant in Presentation of Counter-Offer.** The listing participant or his/her representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. The listing participant does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing participant not be present when a counter-offer is presented, the listing participant has the right to a copy of the purchaser's or lessee's written instructions.

#### **Section 4.6 Reporting Sales to the MLS.**

Status changes, including final closing of sales, and prices, shall be reported to the MLS by the listing participant within 3 business days after they have occurred. If negotiations were carried on under Section 4.1 a-d hereof, the cooperating broker shall report accepted offers and prices to the listing participant within 2 business days after occurrence and the listing participant shall report them to the MLS within 3 business days after receiving notice from the cooperating broker. (NAR Amended 05/07, 2/24/11, 01/26/12)

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

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

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

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

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 1/26/12)

**Section 4.7 Advertising of Listing Filed with the MLS.** A listing shall not be advertised by any Participant, other than the listing participant, without prior consent of the listing participant.

### **Section 5 - Prohibitions**

**Section 5.0 Information for Participants Only.** Any listing filed with the MLS shall not be made available to any broker, sales associate, certified or licensed appraiser, licensed trainee appraiser, or firm not a member of the MLS without the prior consent of the listing participant. The compilation of listing information (whether it be a print out from the MLS, or through or on a Participant's Internet Web site, via email or any electronic source) may not be sold to, loaned to, given to, or shared with a broker or associate affiliated with a broker who is not a member of the MLS or any non-licensed person except as specifically provided in Sections 7, 8, and 9 of these Rules. (1/1/04)

Reports and/or any MLS listing data given to or shared with a member of the public (buyer or seller) (whether it be a print out from the MLS, or through or on a Participant's Internet Web site, via

email or any electronic source) shall not include any private or confidential information and shall comply with the provisions and restrictions set out under Section 10 of these Rules and Regulations.

**Section 5.1 Use of MLS Data by Appraiser Participants and Users.** Participants and Users, who utilize the MLS data for the purpose of making (or supporting) an appraisal shall not sell, give or include any MLS data or information from MLS data in another database (including, but not limited to an appraisal data base) for use by or resale to other appraisers. *(1/1/04)*

**Section 5.2 Assistant Access.** All unlicensed assistant duties should be limited to directly assisting the licensed MLS User/Participant, for whom they are employed, in accordance with these rules and the Oklahoma Real Estate Commission. Such activities are limited to assisting with the listing and sale of real estate. Utilizing the system for any other purposes is strictly prohibited and will result in the unlicensed assistant's access being revoked. In addition, unauthorized use of the system by the unlicensed assistant may result in a fine and/or disciplinary action for the Participant and/or User. *(12/14/06)*

**Section 5.3 Cooperating Broker (Sales Associate).** The cooperating broker (sales associate) shall follow showing instructions as outlined in the "Occupied", "Keybox Type", and "Showing Contact" data fields. (Amended 7/22/2010)

**Section 5.4 "For Sale" Signs.** Only the "For Sale" sign of the listing participant may be placed on the property.

**Section 5.5 "Sold" Signs.** Prior to closing, only the "Sold" sign of the listing participant may be placed on a property, unless the listing participant authorizes the cooperating (selling) broker to post such a sign.

**Section 5.6 Solicitation of Listing filed with the MLS.** Participants and their associates shall not solicit a listing on property filed with the MLS unless such solicitation is consistent with Article 16 of the REALTORS®' Code of Ethics, its Standards of Practice and its Case Interpretations.

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

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

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

This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

**Section 5.7 Confidentiality of System Password/Identification.**

- (a) Participants, Users and Unlicensed Assistants, who access the MLS system, shall not share their access or give their password/identification to any other person, whether affiliated with their firm or not except under the following conditions:

- The Participant's, User's or Unlicensed Assistant's computer is disabled and must be taken off premises for repair by a computer repair technician and the technician needs the Participant's or User's password to set up the user's email account in an email program. In this event, the Participant, User or Unlicensed Assistant must change their password within twenty-four (24) hours of sharing such password with the technician. **(7/20/06)**
  - In the event the Participant, User or Unlicensed Assistant needs the assistance of MLS Tech staff with log-in, the Participant, User or Unlicensed Assistant can share their password with the MLS Tech staff member assisting them. **(6/23/05)**
- (b) A requirement by the participant and/or managers that a User and/or Unlicensed Assistant share their password with the participant and/or manager shall be considered a violation of these Rules and Regulations.
- (c) Termination of Employment of Unlicensed Assistant. In the event an Unlicensed Assistant resigns or whose employment by the Participant and/or User is terminated, the Participant and/or User shall immediately notify the MLS Tech staff so that the Assistant's access to MLS data can be terminated.

**Section 5.8 Add/Edit Listings or Media.** A Participant or User shall not be permitted to add/edit listings or media in the MLS for any Participant or User who is not affiliated with the same Participant. **(5/25/06)**

**Section 5.9 Use of the Terms MLS and Multiple Listing Service.** No MLS participant, subscriber, or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. (Adopted 11/07, Amended 2/24/11)

## **Section 6 - Division of Commissions**

**Section 6.0 Compensation Specified on Each Listing.** The listing participant shall specify, on each listing filed with the MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of sale (or lease) or as otherwise provided in this rule. The listing participant's obligation to compensate any cooperating broker as the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing participant to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and the circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing participant know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing participant communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

In filing a property with the multiple listing service of an association of REALTORS<sup>®</sup>, the participant of the service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS

participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.

The listing participant retains the right to determine the amount of compensation offered to other participants which may be the same or different.

This shall not preclude the listing participant from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS provided the listing participant informs the other broker, in writing, in advance of submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 2/24/11)

### **Section 6.1 Procedure for Specifying Compensation on Listing.**

- (a) The compensation specified on listings filed with the MLS shall be shown in one of two forms. The essential and appropriate requirement by the MLS is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing participant in writing in advance of their submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:
1. By showing a percentage of the gross selling price.
  2. By showing a definite dollar amount.
  3. By showing a percentage of the net sale price. (Must be stated in Broker Remarks.)
    - ◆ The compensation offered to MLS Participants shall be shown in the "Compensation Field" of the MLS.
    - ◆ For Residential Lease listing only: listing participant shall also specify how much rent the compensation shall be based on if percentage rate is selected. (10/23/08)  
Net Sales: net sales price is defined as the gross sales price minus buyer upgrades (new constructions) and seller concessions (costs paid on behalf of the buyer at the mortgage closing). (Amended 1/26/12)
    - ◆ Broker Remarks must state "Compensation based on Net Sales Price" and/or any other provisions that may affect the compensation amount in the compensation field (such as seller concessions.) (Amended 1/26/12)
- (b) The Multiple Listing Service shall not include offers of cooperation that do not include an offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount nor shall the MLS include general invitations by listing participant to other Participants to discuss terms and conditions of possible cooperative relationships.
- (c) The listing participant may, from time to time, adjust the compensation offered to other MLS Participants for their services with respect to any listing by advance published notice to the MLS so that all Participants will be advised.

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

**Note 2:** The multiple listing service shall make no rule on the division of commissions between participants and non-participants. This should remain solely the responsibility of the listing



participant.

**Note 3:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing participant to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Adopted 11/98, Amended 2/24/11)

**Note 4:** Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. (Adopted 11/05)

**Note 5:** Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperation participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and users. (Amended 6/24/10.)

**Section 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 sales and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants.

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. (Adopted July 31, 2008, amended June 25)

Where participants communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 24 hours of receipt of notification from the seller’s lender. (2/24/11)

**Section 6.3 Bonuses.** Should a listing participant want to offer a bonus to the selling participant, the offer shall be shown in the Broker Remarks section of the listing. Any offer of a bonus in the Broker Remarks must show that the offer is being made to the Principal Participant of the selling office and shall not state or imply that the offer is being made to the selling sales associate.

**Section 6.4 Participant as Principal.** If a Participant or any licensee (or licensed or certified appraiser or licensed trainee appraiser) affiliated with a Participant has any interest in property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest in the “Public Remarks”

section when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants.

**Section 6.5 Participant as Purchaser.** If a Participant or any licensee (or licensed or certified appraiser or licensed trainee appraiser) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker prior to the time an offer to purchase is submitted to the listing broker.

**Section 6.6 Dual or Variable Rate Commission Arrangements.** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing participant without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold by the listing participant either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing participant identified in the MLS Tech MLS Data as “ERS w/Var. Rate Comm” in the “Type of Listing Agreement” field. The listing participant shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (renumbering 2/24/11)

## **Section 7 - MLS System**

**Section 7.0 Broker Load.** At the option of the Participant and subject to completion of the Add/Edit Training Course, the Participant, or members of the Participant's firm authorized by the Participant, can enter his/her firm's listings and modify listing data directly to the MLS system. **(2/27/05, updated 4/19/07)**

**Section 7.1 Password Identification.** To obtain a password, a Participant, User, Unlicensed Assistant, or Unlicensed Virtual Assistant must:

1. Sign the “MLS Tech MLS Online System Participant/User Agreement” or the “MLS Tech MLS Online System Unlicensed Assistant Agreement” (whichever is applicable).
2. Provide MLS Tech MLS with their Social Security or Driver’s License Number.
3. Pay the fees set out in Section 8 of these Rules and Regulations and Addendum A.
4. If a Participant, User, ~~or~~ Unlicensed Assistant, or Unlicensed Virtual Assistant forgets his/her password, he/she can either come to the MLS Tech office, or contact MLS Tech by phone. If the Participant, User, Unlicensed Assistant, or Unlicensed Virtual Assistant contacts MLS Tech by phone, they will be asked certain information by MLS Tech staff to confirm that the individual requesting the password is entitled to a password.

**Section 7.2 Central Load.** At the option and authorization of the Participant, listing “Property Data” forms and status changes can be submitted to MLS Tech for entry in the MLS system by MLS Tech staff. "Addendum One" lists the fees for "Central Load" of listings and listing change data.

**Section 7.3 Accuracy of Information.** Whether "Broker Load" or "Central Load", the accuracy of the information into the MLS system is the sole responsibility of the Participant.

## **Section 8 - Confidentiality Of MLS Information**

**Section 8.0 Confidentiality of MLS Information.** Any information (including, but not limited to the reports and fields set out in Article 1, Section 10 of these Rules) provided by MLS Tech to the

Participants shall be considered official information of MLS Tech. Such information shall be considered confidential and exclusively for the use of Participants and Users affiliated with such Participants and shall 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. Further a Participant, User, Unlicensed Assistant, or Unlicensed Virtual Assistant are prohibited from using any MLS data for commercial purposes except as otherwise provided in these Rules. *(1/1/04)*

**Section 8.1 MLS Tech and Its Multiple Listing Service Not Responsible for Accuracy of Information.** The information published and disseminated by the MLS Tech MLS is communicated without change except as provided in Article I, Sections 2.12 and 2.15 of these Rules and Regulations by MLS Tech, as filed with the MLS by the Participant. MLS Tech and its MLS does not verify the information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold MLS Tech and its MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Information contained in the MLS electronic data compilations and the MLS computer database printouts is furnished by Participants for dissemination to other Participants, for their exclusive use, and should not be relied upon by any other person. There is no express or implied warranty by MLS Tech or its MLS as to the accuracy of such information, which should be independently verified.

## **Section 9 - Ownership of MLS Compilations and Copyrights**

**Section 9.0 Ownership of the MLS Compilations (hereinafter referred to as Data) and Copyrights.** By the act of submitting any property listing content to the MLS, the Participant represents that he/she has been authorized to grant and also thereby does grant authority for MLS Tech to include the property listing content in its copyrighted *MLS Tech MLS compilation and also in any statistical report on comparables utilizing the MLS Database*. Listing content includes, but is not limited to photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. *(8/19/04) (6/21/07)*

**Section 9.1 Copyrights.** All right, title, and interest in the MLS database and photographs in such database (electronic and/or printed) created and copyrighted by MLS Tech, and in the copyrights therein, shall at all times remain vested in MLS Tech. *(8/19/04 amended 11/20/08)*

**Section 9.2 Lease of MLS Tech MLS Data Access.** Each Participant shall be entitled to lease from MLS Tech a number of MLS Tech MLS accesses sufficient to provide the Participant and each person affiliated as a licensee or licensed or certified appraiser or licensed trainee appraiser or unlicensed assistant with such Participant with one access to the MLS Tech MLS Database. The Participant shall pay, for each such access, the rental fee set by MLS Tech.

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

## **Section 10 - Use of Copyrighted MLS Data**

**Section 10.0 Distribution.** Participants shall at all times maintain control over and responsibility for each access of any MLS Data leased to them by MLS Tech, and shall not distribute Data to persons other than persons who are affiliated with such Participant as licensees or those individuals who are licensed or certified by the State of Oklahoma to engage in the appraisal of real property. Use of information developed by or published by the MLS is strictly limited to the activities authorized under the Participant's licensure(s) and unauthorized users are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law.

## Section 10.1 Display of MLS Tech MLS Data.

- (a) Listing information displayed pursuant to IDX, VOW, the TulsaREALTORS.com Web site, REALTOR.com or any other aggregator of MLS data shall be limited to properties listed on an exclusive right to sell and exclusive agency basis.
- (b) Participants and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Data (subject to the restrictions in 10.1c below) 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 Data or to Sellers for the purpose of obtaining a listing. Display includes, but is not limited to, electronic (i.e. Internet, e-mail, downloaded data) and printed.
- (c) **Restrictions.** Participants and those persons affiliated as licensees with such Participants shall not provide the following reports and fields to buyers, sellers, or any individual or firm that is not an MLS Participant or User: **(revised 2/28/08)**

### Reports:

- Agent Only Full
- Agent Only Quarter
- Agent Only No Photo Full
- Agent Only No Photo Quarter
- Agent Only Archive Report
- Agent Only Combo View
- All Broker Reports

### Fields:

- Expiration Date
- Type of Listings Agreement
- Will accept delivery
- Type of Broker
- Compensation
- Owner name and phone number
- Showing information
- Loan information – all offered
- REALTOR® Remarks
- Closed details, unless for the purpose of providing a Comparative Market Analysis (CMA)
- Pending details, unless for the purpose of providing a Comparative Market Analysis (CMA)

## Section 10.2 Download of MLS Data.

- (a) A Participant, User, Unlicensed Assistant and/or Unlicensed Virtual Assistant shall not allow any person or firm, including, but not limited to, buyer, seller, third party vendor to download any MLS data except as otherwise provided in these Rules and Regulations. A violation of this provision shall subject the Participant, User, Unlicensed Assistant and/or Unlicensed Virtual Assistant to a fine of \$1,000 per day, per violation and/or suspension or termination of MLS Services to be capped at a maximum amount of \$15,000. See Article IX for additional information regarding enforcement of rules.

- (b) A Participant, User, Unlicensed Assistant and/or Unlicensed Virtual Assistant shall limit the use of MLS data that the Participant, User, Unlicensed Assistant and/or Unlicensed Virtual Assistant has downloaded for the purpose of conducting their ordinary real estate activities of attempting to locate ready, willing and able buyers for properties described in the MLS data or to locate sellers for the purpose of obtaining a listing. A Participant, User, Unlicensed Assistant and/or Unlicensed Virtual Assistant shall not sell, lease or permit access to such downloaded data to any unauthorized person or firm or utilize such data for commercial purposes. *(1/1/04)*
- (c) A Participant, User, Unlicensed Assistant and/or Unlicensed Virtual Assistant shall NOT allow access to the MLS Bandwidth and/or server by any individual including, but not limited to, buyers, sellers and third party vendors or software providers. A violation of this provision will subject the Participant, User, Unlicensed Assistant and/or Unlicensed Virtual Assistant to a fine of \$1,000 for each unauthorized access and/or termination of MLS Participation and/or MLS access.
- (d) Downloading shall also be subject to the Rules set out in Article 1, Sections 8, 9, 10, and 11.
- (e) MLS data shall not be downloaded nor aggregated on any server that might be accessible by any Website, non-member, or third party vendor. MLS data may **only** be downloaded to a MLS User stand alone personal computer solely for the purpose of conducting searches, showing listings and preparing documents such as a CMA for a buyer or seller. *(8/19/04)*

**Section 10.3 Reproduction.** Participants or their affiliated licensees shall not reproduce any MLS Data or any portion thereof except in the following limited circumstances:

- (a) Participants or their affiliated licensees may reproduce from the MLS Data and distribute to a prospective purchaser, property listing data contained in the MLS Data which relate to any property in which the prospective purchaser is, or may, in the judgment of the Participant or their affiliated licensees, be qualified. Any such reproduction is limited to thirty (30) listings at any one time. *(1/1/04)*
- (b) Reproductions allowed in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or their affiliated licensees is seeking to promote interest, does not appear on such reproduction.
- (c) 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.
- (d) Any MLS information, whether provided in written or printed form, electronically, or in any other form or format, is 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, except as otherwise provided in these Rules.
- (e) 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 may not be used as supporting documentation. Any other

use of such information is unauthorized and prohibited by these Rules and Regulations. (NAR Mandated 2/18/16)

**Section 10.4 Limitations on use of MLS Tech MLS Information.** Information from the MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of MLS Tech may be used by 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). *(7/22/04 amended 11/20/08)*

However, any print or electronic forms of advertising or other forms of public representations based in whole or in part on information supplied by MLS Tech must include the following, or substantially similar, notice:

***“Based on information from the Northeast Oklahoma Real Estate Services, Inc. for the period (date) through (date).”***

## **Section 11 – MLS TECH MLS Internet Data Exchange (IDX)**

**Section 11.0 Internet Data Exchange Defined.** IDX affords MLS Tech MLS Participants ability to authorize limited electronic display of their listings by other participants. *(3/23/06 Amended 11/09 07/22/10, Amended 5/12). (Mandated by NAR)*

**Section 11.1 Authorization.** Participants’ consent for display of their listings by other MLS Participants pursuant to these rules and regulations is presumed unless the Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If Participant desires to withdraw such consent, Participant shall notify the MLS Tech MLS in writing, such withdrawal shall be for a period of not less than six (6) months. If a Participant refuses on a blanket basis to permit the display of that Participant’s listings, that participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing where the seller has prohibited all Internet display. *(7/22/04 Amended 07/22/10, 5/12 Mandated by NAR)*

- a. A Participant that opts out may not display on its IDX site(s) (including by framing any other Website), if any, the listings of any other MLS Participant provided by the MLS Tech MLS. In addition, the sales associates affiliated with the Participant, may not display on the Internet or by other electronic means the aggregated MLS Tech MLS listing data of other Participants. *(9/22/05)*
- b. A Participant that opts out may not permit display of its listing on any IDX site of any other Participant. It may, however, display its listings on public Websites of third parties, including but not limited to Realtor.com.
- c. A decision by the Participant to opt in may not be revoked for a period of ninety (90) days from the date the decision becomes effective. *(9/22/05 updated 8/23/07)*
- d. The Participant’s blanket authorization does not include the right for other Participants to advertise the Participant’s listing on any other Web site (except as provided under 17.3(f) below) or in any other media. *(7/22/04)*
- e. Participants operating IDX site may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of Participants who have opted out.

## Section 11.2 Participation.

- a. Participation in the MLS Tech MLS IDX is available to all MLS Tech MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to the display of their listings by other Participants. This requirement can be met by maintaining an office or Internet presence from which participants are available to represent real estate sellers or buyers (or both). **(3/23/06)**
- b. 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. **(9/22/05) (3/23/06) (Amended 5/12) (Mandated by NAR)**
- c. 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. **(3/23/06 Amended 7/22/10) (Amended 5/12) (Mandated by NAR)**
- d. Listings, including property addresses, can be included in IDX displays where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible web sites or VOWS). **(3/23/06 Amended 7/22/10) (Amended 5/12) (Mandated by NAR)**
- e. Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography (“uptown,” “downtown,” etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell, exclusive agency, or open listing), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant. **(3/23/06) (6/21/07) (Mandated by NAR)**
- f. Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. **(3/23/06 Amended 7/22/10) (Amended 5/12) (Amended 2/18/16) (Mandated by NAR)**

***NOTE:** MLS Tech MLS strongly encourages you to update your Web site with fresh IDX data DAILY. In the event you choose to update less frequently than daily, the MLS Tech MLS encourages you to place a disclaimer on your Web site indicating the frequency of update and the last update date. (9/22/05)*

- g. 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. **(3/23/06) (Amended 5/12) (Mandated by NAR)**
- h. 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. **(3/23/06) (Amended 5/12) (Mandated by NAR)**
- i. Any IDX display controlled by a participant or subscriber that
  - 1) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

- 2) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 7/22/10) (Amended 5/12) (*Mandated by NAR*)

- j. 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 associate 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. (Adopted 07/22/10) (Amended 5/12) (*Mandated by NAR*)

### **Section 11.3 Data Feed of the MLS Database. (New Section 9/22/05)**

- a. MLS shall provide access to the MLS database by either of the following methods:
  1. **On a Transient Basis**, which involves the Member's computer playing an active role in listing data transmission, but does not require that IDX data be stored on the Member computer.
  2. **Persistent Download Basis**, which is the electronic transmission of data from MLS servers to Participants' servers.
- c. Participants Internet Web sites 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).
- d. **Approved Forms.**
  - ◆ The Internet Data Exchange Agreement is to be signed when a new Participant joins the MLS Tech MLS.
  - ◆ Any Participant using a third party to develop/design its Web site will need to have the MLS Tech Data Access and License Agreement signed and returned to the MLS Tech MLS.

***NOTE: the MLS Tech MLS requires that third parties gaining access to the IDX Database sign the standard MLS tech contract. Providing an MLS password to an unauthorized recipient is a serious violation of the MLS Tech MLS Rules, punishable by a fine of a minimum of \$1,000 for each such violation by the sales associate and/or Participant.***

**Section 11.4 Display.** Display of listing information pursuant to the MLS Tech MLS IDX is subject to the following rules:

- (a) Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS Tech Board of Directors. Display of all other fields (as determined by the MLS Tech Board of Directors) is prohibited. Confidential fields intended only for other MLS



participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. (3/23/06)

- (b) The type of listing agreement (e.g., exclusive right sell, exclusive agency, etc.) may not be displayed. (3/23/06)
- (c) Participants shall not modify or manipulate information relating to other Participants' listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from 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. (3/23/06) (Amended 3/24/16)
- (d) All listings displayed pursuant to the IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 7/22/10)
- (e) All listings displayed pursuant to the IDX shall identify the listing sales associate. **(9/22/05)**
- (f) Non-principal brokers and sales associates affiliated display information available through IDX on their own Web site, subject their Participant's consent and control and the requirements of state law and/or regulation. **(3/23/06 updated 8/23/07 Amended 7/22/10)**
  - Any violation from a non-principal broker's or sales associate's site will be emailed to the Participant and it is the Participant's responsibility to have any violations corrected as per IDX rules. **(9/22/05)**
  - Fines and/or discontinuation of MLS Tech MLS IDX services resulting from a non-principal broker or sales associate violation will be the responsibility of the Participant. **(9/22/05)**
- (g) All listings displayed pursuant to IDX shall show the MLS Tech MLS as the source of the information. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (3/23/06 Amended 7/22/10)
- (h) Participants (and their affiliated licensees, if applicable) shall indicate on their Web sites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. **(3/23/06)**
- (i) The right to display other Participant's listings pursuant to the MLS Tech MLS IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS Tech MLS. (Amended 07/22/10)

- (j) 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. **(2/18/16)**
- (k) Listings obtained thorough IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source with from which each such listing was obtained. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. **(3/23/06) (Amended 2/18/16)**

NOTE: An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. **(2/18/16)**

- (l) Display of expired, withdrawn, and sold listings\* is prohibited. **(Amended 7/22/10) (Amended 2/18/16) (Amended 3/24/16)**

\*NOTE: If "sold" information is publicly accessible, display of "sold" listings may not be prohibited. **(2/18/16)**

- (m) Display of seller's(s') and/or occupant's(s') name(s), phone number(s) and e-mail address(es) is prohibited. Display of fields set out under Article 1 Section 10.1c of these Rules and Regulations is prohibited. **(9/22/05 updated 4/19/07 amended 7/22/10)**
- (n) Participants who select persistent download are required to employ appropriate security protection, such as firewalls, provided that any security measures required may not be greater than those employed by the MLS
- (o) IDX operators must maintain an audit trail of consumer activity on the IDX site and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.
- (p) Fees and charges for participation in the MLS Tech MLS IDX shall be as established annually by the MLS Tech Board of Directors.

## **Section 12 – Third Party Vendors of Products and Services**

**12.0 Third Party Vendors of Products and Services Access to MLS data.** Participants, Users, Unlicensed Assistants and/or Unlicensed Virtual Assistants shall not allow access to MLS Data by providing their password to, any third party vendor of any product or service (including, but not limited to

Web design and software programs). Access to MLS data shall be provided to a third party vendor of products and services **ONLY** under the following circumstances:

1. The Vendor enters into the written MLS Tech Third Party Vendor Agreement, which will outline the permitted uses of MLS data and security measures to preclude misuse of MLS data.
2. A Vendor who has entered into the MLS Tech Third Party Vendor Agreement will be provided with a password by MLS Tech and **ONLY** by MLS Tech for access to the MLS data set out in the Agreement so that the Vendor can provide the Participant and/or User the Vendor's service or product. *(9/22/05)*

**12.1 Misuse of MLS Data and/or Violation of MLS Data Copyright.** In the event a Vendor violates the terms of the MLS Tech Third Party Vendor Agreement or misuses MLS Tech MLS data or violates the MLS data copyright, the Vendor's access to MLS shall be immediately terminated and the Participant(s) and User(s) shall be notified of the termination. The MLS Tech Board of Directors shall determine whether the Vendor shall be allowed access to MLS data in the future and MLS Tech shall also institute such legal action against the Vendor as the Board of Directors determine appropriate. *(8/19/04)*

**12.2 Disciplinary Action for Permitting Unauthorized Access to MLS Data By Third Party Vendor.** In the event a Participant, User, Unlicensed Assistants and/or Unlicensed Virtual Assistants permits a Vendor who has not entered into the MLS Tech Third Party Vendor Agreement or a Vendor whose access to MLS data has been terminated for misuse of MLS Data and/or violation of the MLS data copyright, the Participant, Users, Unlicensed Assistants and/or Unlicensed Virtual Assistants shall be subject to disciplinary action including a fine of \$5,000 and suspension or termination of MLS services to be capped at a maximum amount of \$15,000. See Article IX for additional information regarding enforcement of rules. *(8/19/04 amended 02/24/11)*

### **Section 13 - Virtual Office Website (VOW)**

**Note:** Adoption of Sections 13.1 through 13.14 is mandatory.

**Section 13.1 (a):** A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

**(b)** As used in Section 19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.

**(c)** "Affiliated VOW Partner" ("AVP") refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

**Section 13.2 (a):** The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

**Section 13.3 (a):** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

(b) The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.

(c) If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

(d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:

- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
  - ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
  - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
  - iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
  - v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.
- (e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- (f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

**Section 13.4:** A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

**Section 13.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

**Section 13.6 (a):** A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

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**Seller Opt-Out Form**

1. Please check either Option a or Option b

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

OR

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

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

\_\_\_\_\_  
initials of seller

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

**Section 13.7:**

(a) Subject to subsection (b), 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) 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 14.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 13.8:** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 13.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 13.10:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 13.11:** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 13.12:** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

**Section 13.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**Section 13.14:** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**Section 13.15:** A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- a. Expired, withdrawn, or pending ("under contract") listings.
- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- d. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

**(Important Note:** If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 13.15 (f) must be omitted.) (Amended 10/29/2009.)

**Section 13.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

**Section 13.17:** A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

**Section 13.18:** A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

**Section 13.19:**A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

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

**Section 13.20:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 13.21:**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 be searched separately from listings in the MLS.

**Section 13.22:** Where a seller affirmatively directs their 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 48 hours.

**Section 13.23:** Participant will be provided with 12 months of sold data and Participant shall display no more than 12 months of sold data. (8/26/10)

## **Section 14 – Meetings of MLS Tech Participants**

**Section 14.0 Meetings.** The meetings of the Participants of MLS Tech or the MLS Tech Board of Directors for transaction of business of MLS Tech shall be held in accordance with provisions of Articles VII and VIII of the Bylaws of MLS Tech.

## **ARTICLE II - KEY BOX SYSTEM (KBS)**

### **Section 1 – Security Measures**

**Section 1.0 Security Measures.** The Northeast Oklahoma Real Estate Services has adopted the National Association of REALTORS® Lock Boxes (7.1), Lock Box Security Requirements (7.31), and Lock Box Key Deposits (7.32) NAR Policy Statements.” (Amended 2/24/11)

### **Section 2 - Definition**

**Section 2.0 Definition of Key Unit.** The Key and Cradle shall be considered the Key Unit.

### **Section 3 –Lease of EKey Software or Key Unit**

**Section 3.0 To Lease EKey Software or a Key Unit.**

- a) To lease EKey Software or a Key Unit the Participant must be a member in good standing.
- b) To lease a Key Unit, a User must be affiliated with a Participant who will sublease a key to the User. For a User to lease EKey Software they must be affiliated with a Participant.



- c) EKey Software or a Key Unit will not be leased to a Participant of User if the Participants account with MLS Tech or its parent corporation is delinquent.
- d) Current lessees of EKey Software or a Key Unit will have access to their EKey Software or a Key Unit turned off if the Participant's account with MLS Tech or its parent corporation becomes delinquent.

## **Section 4 – Assignment of Key Unit**

### **Section 4.0 Assignment of Key Unit.**

- (a) **Key Funds.** MLS Tech staff shall administer deposits and administrative charges for Key Unit. Funds accepted as deposits for Key Units shall be retained by MLS Tech in a separate account. The funds held for deposits may be an interest bearing account with the interest retained by MLS Tech.
- (b) **Deposit and Procedure for Leasing a Key Unit.** MLS Tech staff will assign Key Unit upon receipt of the following:
  - 1) A Key Agreement signed by the User and their Participant. The Key Agreement provides that Participant and User agree to abide by MLS Tech governing documents and the provisions of the Key Agreement.
  - 2) Funds from Participant for a Key Unit deposit and administrative fee, which are set forth on Addendum A, and shall be enforced consistent with the NAR Lock Box Security Requirements, Policy Statement 7.31. (Amended 2/24/11)
  - 3) The User that is to be assigned a Key Unit must personally come to the MLS Tech office to pick up the Key Unit and may be asked to provide valid identification.

### **Section 4.1 Assignment of EKey.**

- (a) The Participant or User shall sign an EKey Agreement. The EKey Agreement provides that Participant or User agree to abide by MLS Tech governing documents and the provisions of the Key Agreement.

## **Section 5 - Change in Status Participant or User**

**Section 5.0 EKey.** All of provisions in 5.1, 5.2, and 5.3 shall apply to the EKey, except that in lieu of requiring the return of the EKey, MLS Tech staff must be notified within the time periods stipulated so that the EKey can be deactivated (i.e., the EKey can be “turned off”). In addition, all references to a “Key Unit Deposit” in 5.1, are not applicable to the EKey, since there is no hardware to be returned. (2/24/11)

**Section 5.1 User Changes Firms or is Released.** When a Participant releases a User, the Participant must notify MLS Tech that the User has been released within twenty-four (24) hours. The Participant or User shall be responsible for returning the User's assigned Key Unit to the MLS Tech office within ten (10) days of the date the User was released. Failure to return the User's Key Unit within ten days shall result in forfeiture of the Key Unit Deposit. Upon receipt of release from Participant the User's Key Unit shall be deactivated.

- (a) When a User is released by a Participant and affiliates with another Participant the following must be submitted to MLS Tech office.

- 1) The Participant releasing User shall provide appropriate notice and the Key Unit will be deactivated. The Participant the User is affiliating with will need to provide appropriate paperwork and deposits and fees before the User's Key Unit will be activated.
  - i. If the User no longer wishes to lease a Key Unit the Key Unit will need to be turned in to the MLS Tech Office within 10 days.

## 5.2 Change in Status of Participant's or User's License

- (a) In the event the Participant's license issued by OREC or the Appraisal Board lapses, expires, becomes inactive or is suspended or revoked by action of the OREC, or, the Appraisal Board the Key Unit assigned to the Participant and all Key Units assigned through the Participant to the Users affiliated with the Participant's firm shall be deactivated and returned to the MLS Tech office within twenty-four (24) hours of a request or demand by MLS Tech.
- (b) In the event the license of a User affiliated with the Participant lapses, expires, becomes inactive or is suspended or revoked by action of the OREC, or the Appraisal Board, the Participant shall be responsible for notifying MLS Tech within twenty-four (24) hours of becoming aware of the above. Upon notification the Key Unit will be deactivated and the Key Unit must be returned to the MLS Tech Office with 24 hours.

## 5.3. Change in Status of Participant's MLS Tech Membership.

- (a) **Leave of Absence.** In the event a Participant is granted a leave of absence from a MLS Tech Service (MLS) the Participant may choose to retain their Key Services.
- (b) **Resignation.** In the event a Participant resigns membership in MLS Tech all Key Unit assigned to the Participant and the Users affiliated with the firm must be returned to the MLS Tech office before the resignation becomes effective. MLS Tech shall deactivate all EKey software and Key Units assigned to such Participant and Users on the effective date of the resignation or the date the Key Unit is returned to the Office if it is prior to the effective date.
- (c) **Suspension or Expulsion.** When a Participant is suspended or expelled from MLS Tech for violation of the Code of Ethics, GTAR Bylaws, MLS Tech Bylaws and/or Rules and Regulations or for failing to abide by other membership obligations including failure to pay appropriate dues, fees or charges, all Key Units assigned to the Participant and the Users affiliated with the Participant's firm must be returned to the MLS Tech office within twenty-four (24) hours of the effective date of the suspension or expulsion. MLS Tech shall deactivate any EKey software and Key Units assigned to such Participant and Users.

MLS Tech may refuse to lease Key Units, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of or MLS Tech, relates to the real estate business or puts clients, customers or other real estate professionals at risk.

MLS Tech may suspend the right of key holders to use keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of MLS Tech, relates to the real estate business or which puts clients, customers or other real estate professionals at risk.

Factors that can be considered in making such determinations include, but are not limited to:

- 1) the nature and seriousness of the crime

- 2) the relationship of the crime to the purposes for limiting key box access
- 3) the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- 4) the extent and nature of past criminal activity
- 5) time since criminal activity was engaged in
- 6) evidence of rehabilitation while incarcerated or following release and
- 7) evidence of present fitness.

#### **5.4 Key Unit Deposit.**

- (a) **Failure to Return Key Unit.** In the event a Participant and/or User fails to return to the MLS Tech office the Key Unit (in working order) upon release, resignation or termination of a Participant's MLS Tech Participation and/or a User's access to the Key Box System, the Key Deposit shall be forfeited. Further, if such former Participant and/or User should again become a Participant or User and desire to check out a Key Unit, the deposit for the new Key Unit shall be \$100.00.
- (b) **Refund of Key Unit Deposit.** The MLS Tech staff shall administer refunds of Key Unit Deposits and upon completion of all provisions of the Key Agreement, MLS Tech staff shall issue to the Participant a receipt for the returned Key Unit and, as soon as practicable, issue a refund of deposit check to the Participant for the returned Key Unit. Notwithstanding the foregoing, the MLS Tech staff is authorized to refund the Key Unit deposit to the User if all of the following conditions have been satisfied:
  - 1) Demand has been made of the Participant and User by MLS Tech staff for return of the Key Unit.
  - 2) The User returned the Key Unit to the MLS Tech office.
  - 3) The Participant cannot be located within a reasonable time not to exceed fifteen (15) days.

**5.5 Legal Action for Key Unit Recovery.** In the event legal action is necessary to recover a leased Key Unit, the deposit shall be forfeited, and the Participant shall be liable for any legal fees and expenses incurred by MLS Tech or its parent corporation.

### **Section 6 –Lost/Stolen Key**

**Section 6.0 Lost/Stolen Key.** If a Participant or a User loses a Key or has a Key stolen, the Participant shall:

- (a) Report the loss to the MLS Tech office as soon as possible by phone or e-mail and submit a "Loss of Key Statement" form, signed by the Participant and User, within twenty-four (24) hours of discovery of said loss, whether or not the key is to be replaced. Upon notification of such loss the key shall be deactivated.

- (b) If a DKey is to be replaced, the Participant must comply with the procedure as stated under these Rules and Regulations and submit an additional deposit and administrative fee for replacement of the lost or stolen key all in accordance with the NAR Lock Box Security Requirements policy statement 7.31 found in the NAR Handbook on Multiple Listing Policy are followed. Execution of another Key Agreement is required. See Addendum A for deposit and fee amounts. *(2/24/11)*
- (c) Immediately return to the MLS Tech office any lost keys that are found. No Participant or User shall have possession of more than one key. In the event a key which has been timely reported stolen or lost as provided in the Key Agreement, is found and returned to the MLS Tech office within 90 days, the following procedure shall be followed with regard to refund of the Key Unit deposit.

Once the serial number of the lost or stolen key is checked and the assigned Participant is still a member in good standing, the MLS Tech staff will issue a refund of the appropriate Key Unit deposit to the Participant.

## Section 7 - Prohibited Use of Key Box Keys

### Section 7.0 Prohibited Use of Key.

- (a) The Participant shall not make available, loan, or permit the use of Participant's assigned key to any other person (whether affiliated with the Participant's firm or not) **except under the conditions specified below:**

The Participant or an Office Manager for the Participant shall be able to loan their leased Key Unit only under the following specific conditions:

- The Participant or Office Manager has completed an amendment to the DKey agreement.
- A User with the Participant, who is working under the management control of said Participant or Office Manager, **has leased a DKey from MLS Tech**, and said DKEY is lost or fails to operate properly, the DKey leased to the Participant or the Office Manager can be loaned to such licensee for a period not to exceed seventy-two (72) hours.
- The Participant or Office Manager shall keep a written record of the time and date said DKey was loaned to the User and the time and date the DKey was returned to the Participant or Office Manager.
- The Participant and the Office Manager agree to strictly control the loan of the DKey and **such loan shall only be made in the event the MLS Tech office is closed and the User cannot get assistance from MLS Tech staff for a replacement key.** The Participant and the Office Manager further agree that they shall be responsible for any misuse of the DKey leased to the Participant or Office Manager. *(1/1/04)*

Participant and the Office Manager agree that they will not permit the use of the DKey by any other person except as stipulated above and that they will cooperate fully in any MLS Tech investigation relating to unauthorized use of the DKey. *(1/1/04)*

- (b) The User shall not make available, loan, or permit the use of said User's assigned key to any other person (whether affiliated with his/her firm or not).
- (c) Use of the key to access property is strictly limited to the activities authorized under a Participant's or User's licensure and unauthorized use of the key to access property is prohibited.

**Section 7.1 Removal of Key.** Removing the key from the keybox for any reason other than accessing the home for showings, inspections, or any other real estate licensed activity is not permitted. This would include, but is not limited to removing and placing the key in other locations, removing and giving the key to others, etc. The key shall be returned to the box when leaving the property. (Adopted 2/26/09)

## **Section 8 - Fines for Violation of Key Agreement or The Key Box Administrative Policy Governing Use of Key.**

**Section 8.0 Prohibited Use of Key Box Keys.** All of the following fines shall be administered by MLS Tech:

- (a) In the event a Participant or User fails to report a lost or stolen key within the time period stipulated in the Key Agreement and these Rules and Regulations, and fails to submit to the MLS Tech a written explanation satisfactory to the MLS Tech Board of Directors, the Participant, and/or User shall be subject to a fine of One Hundred Dollars (\$100) and forfeiture of the Key Unit Deposit.
- (b) In the event a Participant or Office Manager authorizes the use of the key assigned to said Participant or Office Manager by any other individual, whether a member of Participant's firm or not, except as specified under Article II, Section 8a of these Rules and Regulations, the Participant shall be fined up to one thousand dollars (\$1,000) and subject to suspension of key services. *(1/1/04)*
- (c) In the event a User affiliated with, or employed by, the Participant authorizes the use of a key assigned to such licensee by any other individual, whether licensed with the same firm or not, the Participant and/or User shall be fined up to one thousand dollars (\$1,000) and subject to suspension of key services.
- (d) Fine for removing the key from the Key Box and not replacing will not exceed \$500 upon review and recommendation of the Bylaws, Rules & Regulations committee. (Adopted 2/26/09)

The fines specified above shall be levied by the Bylaws, Rules and Regulations Committee and confirmed by the MLS Tech Board of Directors. The Participant and/or User shall have the right to request a hearing of the fine to the MLS Tech Board of Directors. See Article IX for additional information regarding enforcement of rules. *(7/22/04, 2/24/11)*

## **ARTICLE III- RESOURCE CENTER**

### **Section 1.0 Administration.**

MLS Tech shall administer the GTAR Resource Center.

### **Section 2.0 Eligibility.**

Members of GTAR shall have the right to utilize the services of the GTAR Resource Center. REALTOR® and REALTOR-ASSOCIATE® members of any other Association of REALTORS® shall have the right to utilize the services of the GTAR Resource Center, except the purchase of GTAR forms shall be subject to an agreement between the GTAR and the Board/Association of REALTORS® to which the REALTOR® or REALTOR-ASSOCIATE® is affiliated.

## **ARTICLE IV – Data Co-Op**

**Section 1 Definition:** The Data Co-Op is service provided to MLS Tech members which allows their listings to be viewed and searched by members of other multiple listing services throughout the country who participate in the Data Co-Op. The Data Co-Op is not an offer of compensation and cooperation.

**Section 2 Sharing:** The MLS Tech data shall be shared with any MLS that offers to share their information with us.

## **ARTICLE V – Changes to Rules and Regulations**

### **Section 1.0 - Changes in Rules and Regulations.**

Amendments to the Rules and Regulations of MLS Tech shall in accordance with provisions of Article XI of the MLS Tech Bylaws.

## **ARTICLE VI – Fees, Charges, Finances for MLS Tech**

**This section is supplemented by MLS Tech Policy which may be revised by the MLS Tech Board of Directors.**

**Section 1.0 Deposits.** All monies received by MLS Tech for any purpose shall be deposited to the credit of MLS Tech in an insured financial institution.

**Section 1.1. Service Fees and Charges.** Charges for operation of the specific MLS Tech services are in effect to defray the costs of the service, and are subject to change from time to time by the Board of Directors with prior written or electronic notice to the Participants. The services for which MLS Tech charges are listed on the attached Addendum A, as from time to time amended. All fees for services are nonrefundable.

**Section 1.2 Billing Cycle:** Billing shall be done on a quarterly basis.

**Section 1.3 Proration:** New Participants and Users shall have their initial fees prorated based on a monthly proration.

**Section 1.4 Advance Payment:** Payment for future billing cycles not yet billed is allowed. If the User or Participant who pays in advance terminates their service by giving advanced written notice fees for quarters which have not yet been billed may be refunded.

**Section 1.5 Waivers:** Waivers of service may be granted as outlined in the Rules and Regulations for each service.

**Section 1.6 Delegation:** Participants may delegate that Unlicensed Assistant billing be billed directly to a User.

### **Section 1.7 Due Date For Payment of Charges.**

- a. For individual Users and Participants bills all charges are due and payable by the 10th of the first month of the billing cycle.

**Section 1.8 Late Fee.** Charges not paid by the 15<sup>th</sup> of the 1<sup>st</sup> month will result in a late payment fee of Twenty (\$20.00) Dollars.

**Section 1.9 Suspension of Services for Nonpayment.** If a Participant's and or User's account is not paid by the last day of the month, all services will be suspended and no services shall be furnished. A Participant shall have until the last day of the 2<sup>nd</sup> month of the billing cycle to pay all accrued fees and charges which have not been paid by Users associated with them.

**Section 1.10 Reinstatement of Services After Suspension for Nonpayment.** Reinstatement within 30 days of the date of suspension of services:

1. The Participant shall pay all accrued charges, the late payment fee and a \$50 reinstatement fee.
2. The User shall pay all accrued charges, the late payment fee and a \$30 reinstatement fee.

The reinstatement fee may be waived by approval of the MLS Tech Board of Directors for good cause shown upon receipt of a written request from the Participant.

**Section 1.11 Termination of Participation in MLS Tech Services for Nonpayment.**

If the Participant does not reinstate Participation in the within 30 days of the date of suspension of services, the Participant's Participation shall be terminated for non-payment and all listings of the Participant shall be withdrawn or released from the service. The Participant shall be notified of such withdrawal or release of the Participant's listing so that the Participant can inform his/her sellers.

**Section 1.12 Application for Participation after Termination in MLS Tech Services for Nonpayment.**

In the event a Participant, whose Participation was terminated for nonpayment of fees and charges, applies for Participation within one year of the termination of the Participant's Participation, the Participant shall pay all accrued charges and late fees as of the date of termination and an application fee of \$250 for MLS and shall be subject to the same application process and requirements as a new Participant.

In the event a Participant, whose Participation was terminated for nonpayment of fees and charges, applies for Participation more than one year after the date of termination, the Participant shall pay all accrued charges and late fees as of the date of termination and an application fee of \$500 for MLS, and shall be subject to the same application process and requirements as a new Participant.

**Section 1.13 Returned Check.** If a Participant's check is returned for insufficient funds a charge of Twenty-Five Dollars (\$25.00) will be assessed, and the Participant will be sent a certified letter giving seven (7) days to redeem the check with a cashier's check or cash in an amount sufficient to cover the check and the \$25.00 service charge. Should Participant fail to redeem the check, as outlined above, the matter will be referred directly to the MLS Tech Bylaws, Rules and Regulations Committee for action and the Participant's services will be suspended.

If a Participant's or User's check is returned for insufficient funds more than once during a calendar year, the Participant's account with the MLS Tech shall be placed on a cash basis for the balance of the calendar year. The term "cash basis" shall mean that all MLS Tech charges incurred by the Participant shall be paid in cash or by cashier's check

If a User pays for purchases with a check and such check is returned for insufficient funds a charge of Twenty-Five Dollars (\$25.00) will be assessed, and the User will be sent a certified letter, with a copy to the Participant, giving the User seven (7) days to redeem the check with a cashier's check or cash in an amount sufficient to cover the check and the \$25.00 service charge. Should Participant fail to redeem the check, as outlined above, the matter will be referred directly to the MLS Tech Bylaws, Rules and Regulations Committee for action and the Participant's services will be suspended.

If a User's check is returned for insufficient funds more than once during a calendar year, the User will be required to pay cash for any purchases for the balance of the calendar year.

## **ARTICLE VII – Participants, Users and Unlicensed Assistants Compliance with Rules**

**Section 1.0 Compliance with Rules – Authority to Impose Discipline.** By becoming and remaining a Participant, User, or Unlicensed Assistant in MLS Tech, each Participant, User and Unlicensed Assistant agrees to be subject to the Rules and Regulations and any other governance provision. MLS Tech may, through the administrative and hearing procedures established in these Rules, impose discipline for violations of the Rules and other governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- Letter of warning
- Letter of reprimand
- Attendance at MLS orientation or other appropriate courses or seminars which the Participant or User can reasonably attend taking into consideration cost, location and duration.
- Appropriate, reasonable fine not to exceed \$15,000
- Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Adopted 11/07)

NOTE: 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. **(2/18/16)**

**Section 1.1** The following action may be taken for noncompliance with the rules:

- (a) For failure to pay any service charge or fee, the provisions of Article VII of these Rules and Regulations apply.
- (b) For failure to comply with any other rule, the provisions of Article IX shall apply.

**Section 1.2 Applicability of Rules to Users and Unlicensed Assistants.** Users, Unlicensed Assistants, and Unlicensed Virtual Assistants are subject to these Rules and Regulations and may be disciplined for violations thereof provided that an agreement acknowledging that access to and use of the MLS information is contingent on compliance with the Rules and Regulations has been signed. Further, failure of any User, Unlicensed Assistants, and/or Unlicensed Virtual Assistants to abide by the Rules and Regulations 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, Unlicensed Assistants, and/or Unlicensed Virtual Assistants affiliated with the Participant.



## **ARTICLE VIII – MLS Tech Enforcement of Rules or Disputes Related to MLS Tech**

**Section 1.0 Consideration of Alleged Violations.** The MLS Tech Board of Directors and/or the Bylaws, Rules and Regulations Committee shall give consideration to all written complaints from Participants and Users or violations discovered by staff having to do with violations of the Rules and Regulations. The Bylaws, Rules and Regulations may request guidance from other committees when giving consideration to violations. The MLS Tech Board of Directors shall confirm all fines levied by the Bylaws, Rules and Regulations committee and all matters that could result in suspension or termination of MLS Services (except non-payment of fees) shall be referred to the MLS Tech Board of Directors after investigation by the Bylaws, Rules and Regulations Committee. *(1/1/04)*

**Section 1.1** If a complaint alleges a violation of the MLS Tech Rules and Regulations and does not involve a violation of the National Association of REALTORS® *Code of Ethics*, or a violation of one or more of the provisions of Article X, of these Rules and Regulations, or a request for arbitration, it may be considered and determined by the Board of Directors of MLS Tech. If a violation is decided, the Board of Directors shall direct the imposition of a sanction, provided that the recipient of such sanction may request a professional standards hearing before the Directors and appeal the Directors decision to the GTAR Board of Directors. Alleged violations of the *Code of Ethics* or Article XI of these Rules and Regulations shall be referred to the GTAR's Grievance Committee for processing in accordance with the Professional Standards procedures of GTAR. However, if the charge alleges a refusal to arbitrate, such charge shall be referred directly to the GTAR Board of Directors. *(1/1/04)*

### **Section 1.2 MLS Tech Complaint Procedures.**

- (a) **The MLS Tech Bylaws, Rules and Regulations Committee.** The MLS Tech Bylaws, Rules and Regulations Committee shall have the authority and duty to act upon its own motion or upon the oral or written complaint of any person or committee to investigate the actions of any Participant, User, Unlicensed Assistant, or Unlicensed Virtual Assistant when it is charged or there is reason to believe that such member has violated any of the provisions of the MLS Tech Bylaws or Rules and Regulations relating to MLS Tech. The Committee through one or more of its members designated by the Chairman shall make an investigation to determine whether the complaint is substantiated. To aid in their investigation, the Committee is authorized to ask any or all of the parties to the complaint to meet with the Committee to discuss the allegations. At least ten (10) days notice shall be given to such parties. A party shall have the right to request that the meeting be rescheduled for good cause shown. The Chairman of the MLS Tech Bylaws, Rules and Regulations Committee shall determine whether or not to grant the request to reschedule the meeting. If the complaint is substantiated by the Committee, the Committee shall either assess the applicable fine described in (e) of this Section or file on its own behalf or cause the complainant to file charges with the MLS Tech Board of Directors for a hearing before the Directors. If the Committee files charges, either the Chairman or his/her designee shall act on behalf of the Committee in presenting the case to the MLS Tech Board of Directors. If the Committee finds that a complaint is not substantiated, the Chairman shall file a written report to that effect with MLS Tech. *(1/1/04)*
- (b) In the event the MLS Tech Bylaws Rules and Regulations Committee recommends sanctions, the parties adversely affected by a determination of the MLS Tech Bylaws Rules and Regulations Committee shall have the right to request a hearing before the MLS Tech Board of Directors within twenty (20) days of receipt of the Committee's decision. A party adversely affected by a decision of the MLS Tech Board of Directors shall have the right to appeal the decision to the GTAR Board of Directors within twenty (20) days of receipt of such decision. *(1/1/04)*

- (c) Procedures for alleged violations of MLS Tech Bylaws, Rules and Regulations shall be the same procedures as set forth in the GTAR *Code of Ethics and Arbitration Manual* insofar as such procedures relate to complaints, replies, notices, disqualification, hearings, continuances and appeals. *(1/1/04)*
- (d) If the complaint alleges data misappropriation or copyright infringement, and a Participant, User, Unlicensed Assistant, or Unlicensed Virtual Assistant is found guilty of such violation after a due process hearing before the MLS Tech Board of Directors, the MLS Tech Board of Directors can assess a fine up to \$15,000, suspend or terminate MLS Tech services and/or refer to the GTAR Board of Directors with a recommendation that they consider initiating judicial remedies, which can consist of Injunctive relief, Statutory damages, which may range from \$750 to \$30,000, in the discretion of the court, or up to \$150,000 if the infringement is willful, actual damages and lost profits, attorney's fees and cost, at the discretion of the court and potential criminal penalties. Prior to being enforced, suspension or termination of MLS Tech services shall be ratified by the GTAR Board of Directors. *(1/1/04)*
- (e) The MLS Tech Bylaws, Rules and Regulations Committee is authorized to assess the following sanctions in the event of a violation of the MLS Tech rules. Such sanctions shall be recommended to and approved by the MLS Tech Board of Directors prior to becoming effective.
- Violation of key security rules – up to \$1,000 fine
  - Misuse of MLS Data – up to \$1,000 fine
  - Violation of Media rule – up to \$1,000 fine.
  - Violation of Exempted Listing – up to \$200 fine.
  - Violation of the Withdrawal or Release of Listing prior to Expiration – fine up to \$100.
  - Three or more violations of the same rule within a year – forward to the MLS Tech Rules and Regulations Committee for recommendation. *(1/1/04 amended 4/30/09, 10/28/10)*
- (f) The MLS Tech Staff is authorized to assess the following automatic sanctions in the event of a violation of the following MLS Tech rules. (Adopted 4/30/09)
- ***Violation of Pending/ACD rule – First offence \$100, Second offence \$200 (7 days after first fine assessed if listing has not been corrected), Third offense – Committee review.***
  - ***Violation of Confidentiality of On-Line System Password/ID – a fine of \$500 per violation. (10/28/10)***
- (g) A Complaint alleging unauthorized download of MLS Tech Data and unauthorized use of MLS Tech Data (Bandwidth) for the purpose of downloading MLS Tech data shall be investigated by the MLS Tech Bylaws, Rules and Regulations Committee and, if there is sufficient evidence to warrant a hearing, the matter shall be referred to the MLS Tech Board of Directors for a hearing by the Directors. The MLS Tech Board of Directors shall be authorized to assess a fine of \$1,000 per day for a violation and/or suspend or terminate MLS Tech Services.

**Section 1.3 Disciplinary Action.** The member found guilty may be fined in an amount not to exceed \$15,000 for violations not specified above; and may be censured, may have service suspended, and may have his/her membership suspended or terminated in accordance with Section 10.3 of Article I above. Suspension of MLS Tech services shall be for a period of not less than thirty (30) days or more than one (1) year. Any failure to abide by the terms and conditions of the suspension, or the finding of a violation of the MLS Tech Bylaws or Rules and Regulations, after a hearing before the MLS Tech Board of Directors shall be grounds for consideration as to possible extension of the suspension or termination of MLS Tech services. Termination of MLS Tech Services may be for no less than one year or more than three years, with reinstatement of participation to be by application only after the specified period of termination on the merits of the application at the time of reinstatement. If a User's access to MLS Tech services is terminated it shall be for the same minimum and maximum period and reinstatement shall be by application for access and shall be on the merits of the application at the time of reinstatement.

Suspension and/or termination of MLS Tech Participation shall be ratified by the GTAR Board of Directors prior to implementation of such suspension or termination of MLS Tech MLS Services. (1/1/04)

**Section 1.4 Confidentiality of Disciplinary Action.** Allegations of a violation of the MLS Tech Bylaws, Rules or Regulations and findings and decisions of the Bylaws Rules and Regulations Committee, MLS Tech Board of Directors or GTAR Board of Directors are confidential. Such allegations and findings shall not be published or provided to any entity by the parties or the MLS Tech and GTAR Boards of Directors except as follows:

- (a) The MLS Tech Board of Directors is authorized to publish violations and the resultant disciplinary action, but shall not publish the names of the parties.
- (b) The MLS Tech Board of Directors and/or the GTAR Board of Directors shall have the right to forward findings of a violation to the appropriate governmental agency if the public trust has been violated.
- (c) The complainant, respondent and respondent's broker shall be provided a copy of the allegation and the findings of the Bylaws, Rules and Regulations Committee, the MLS Tech Board of Directors and/or GTAR Board of Directors. (7/22/04)

## **ARTICLE IX – Arbitration of Disputes**

**Section 1.0 Arbitration of Disputes.** By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Tech Participants, subject to the following qualifications:

- (a) If all disputants are members of the Greater Tulsa Association of REALTORS® (GTAR) or if their principal place of business is located within the territorial jurisdiction of the GTAR, they shall arbitrate pursuant to the procedures of GTAR.
- (b) If the disputants are members of different Boards/Associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different Boards/Associations of REALTORS® they remain obligated to arbitrate in accordance with the procedures of the Oklahoma Association of REALTORS®.

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

**Section 1.1 Interboard Arbitration Procedures.** Arbitration shall be conducted in accordance with any existing interboard agreement, or alternatively, in accordance with the Interboard Arbitration Procedures in the *Code of Ethics and Arbitration Manual of the National Association of REALTORS®*. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board/Association of REALTORS®.

## **ARTICLE X– Standards of Conduct for Participants**

**Section 1.0** Participants shall not engage in any practice or take any action inconsistent with the exclusive representation or exclusive brokerage relationship agreements that other Participants have with clients. *(8/19/04)*

**Section 1.1** Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

**Section 1.2** Participants acting as buyer/tenant representatives or brokers shall not attempt to extend a listing participant's offer of cooperation and/or compensation to other brokers without the consent of the listing participant. *(8/19/04)*

**Section 1.3** Participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing participant, when asked by the Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the Participant may contact the owner to secure such information and may discuss the terms upon which the Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

**Section 1.4** Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by a Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. *(8/19/04)*

**Section 1.5** Participants shall not use information obtained by them from the listing participant, through offers to cooperate made through the or through other offers of cooperation to refer listing participant's clients to other brokers, or to create buyer/tenant relationships with listing participant's clients, unless such use is authorized by the listing participant. *(8/19/04)*

**Section 1.6** The fact that an agreement has been entered into with a Participant shall not preclude or inhibit any other Participant from entering into a similar agreement after the expiration of the prior agreement.

**Section 1.7** The fact that a prospect has retained a Participant as a representative or exclusive broker in one or more past transactions does not preclude other Participants from seeking such former prospect's future business. *(8/19/04)*

**Section 1.8** Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyer/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. *(8/19/04)*

**Section 1.9** When Participants are contacted by the client of another Participant regarding the creation of an exclusive relationship to provide the same type service, and Participants have not directly or indirectly initiated such discussion, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. *(8/19/04)*

**Section 1.10** In cooperative transactions, Participants shall compensate cooperating Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales

licensees employed by or affiliated with other Participants without the prior express knowledge and consent of the cooperating broker.

**Section 1.11** Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into exclusive representation or exclusive broker agreements or other exclusive relationships with another Participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed “general” for purposes of this rule. *(8/19/04)*

**Section 1.12 The following types of solicitations are prohibited:** Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, “for sale” or “for rent” signs, or other sources of information intended to foster cooperation with Participants. *(8/19/04)*

**Section 1.13** Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. *(8/19/04)*

**Section 1.14** Participants, acting as buyer or tenant representatives or brokers shall disclose that relationship to the seller/landlord’s representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord’s representative or broker not later than execution of a purchase agreement or lease. *(8/19/04)*

**Section 1.15** On unlisted property, Participants acting as buyer or tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. *(8/19/04)*

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

**Section 1.16** Participants, acting as representatives or brokers of seller/landlords, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. *(8/19/04)*

**Section 1.17** Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers’ exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other Participants to whom such offers to provide services may be made. *(8/19/04)*

**Section 1.18** Participants, acting as buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker’s offer of compensation to buyer’s/tenant’s representative or brokers or make the submission of an executed offer to purchase/lease contingent on the listing broker’s agreement to modify the offer of compensation. *(8/19/04)*

**Section 1.19** All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client’s representative or broker and not with the

client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. (8/19/04)

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, participants shall ask prospects whether they are a party to any exclusive representation agreement. participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representative or at the direction of prospects. (8/19/04)

**Section 1.20** These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other Participants involving commission, fees, compensation, or other forms of payment or expenses.

**Section 1.21** Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

**Section 1.22** Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude participants from establishing agreements with their associated licensees governing assignability of exclusive agreements.

**Section 1.23** Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.

**Section 1.24** Participants shall present a true picture in their advertising and representations to the public, including internet content posted, and the URLs and domain names they use, and participants may not:

1. engage in deceptive or unauthorized framing of real estate brokerage websites;
2. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
3. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic.
4. present content developed by others without either attribution or without permission, or
5. to otherwise mislead consumers. (Adopted 1/13)

**Section 1.25** The services which MLS participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

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

## MLS Tech Rules and Regulations Addendum A

### MLS Tech FEES:

MLS Participant Application Fee	\$ 500.00
Non-REALTOR <sup>®</sup> MLS Participant Application Fee	\$ 700.00
Non-REALTOR <sup>®</sup> MLS User Application fee	\$ 100.00
Central Load of Listing (per listing)	\$ 20.00

### MLS Tech MLS FEES (Monthly – billed Quarterly):

MLS Office Fee	\$ 30.00
MLS User Fee	\$ 33.00
MLS Assistant Fee	\$ 15.00
Non-REALTOR <sup>®</sup> MLS Office Fee	\$ 50.00
Non-REALTOR <sup>®</sup> MLS User Fee	\$ 45.00
Wholesale	\$ 18.00

### Key:

Key Deposit	\$ 100.00
Key Deposit (Lost/Stolen 1 <sup>st</sup> Replacement)	\$ 200.00
Key Deposit (Lost/Stolen 2 <sup>nd</sup> or more Replacement)	\$ 300.00
Display Key Lease Fee/Mo	\$ 11.75
E-Key Basic Fee/Mo	\$ 10.45
E-Key Professional Fee/Mo	\$ 18.45
Key Fob (IPhone)	\$ 63.92
Lockbox (new)	\$ 110.00
Lockbox (used)	\$ 55.00
Lockbox Inserts	\$ 10.00

### IDX Fees:

IDX Link Associate/Mo	\$ 8.99
IDX Link Office/Mo	\$ 20.00
IDX Link Set Up Fees	\$ 50.00
IDX FTP Data Feed Agent Set Up Fees	\$ 250.00
IDX FTP Data Feed Office Set Up Fees	\$ 150.00
IDX Vendor/Yearly	\$ 500.00 (Provides websites to more than 1 User)

Returned Check Fee	\$ 25.00
Late Fee	\$ 20.00
Reinstatement Fee (Participant/User)	\$ 30.00
Reinstatement Fee (Office)	\$ 50.00

Approved and reviewed at January 26, 2017 NORES Board of Directors meeting.