



**PENSACOLA ASSOCIATION OF REALTORS® , INC.  
MULTIPLE LISTING SERVICE RULES AND REGULATIONS**

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## **LISTING PROCEDURES:**

### **SECTION 1. LISTING PROCEDURES:**

The service area of the Pensacola Multiple Listing Service is the counties of Escambia and Santa Rosa in the state of Florida. Listings of real or personal properties of the following types which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of the Pensacola Association of REALTORS and are taken by Participants on Listing Forms shall be entered in the Pensacola Multiple Listing Service within two business days after all necessary signatures of seller(s) have been obtained: (Amended 11/17)

- a. Single family homes for sale or exchange
- b. Vacant lots and acreage for sale or exchange
- c. Two-family, three-family, and four-family residential buildings for sale or exchange.

If the seller is not ready to show their property or have it be placed active in the MLS within 2 business days of obtaining all necessary signatures on the listing agreement then the listing agent must place the into the service as a Coming Soon listing or email documentation signed by the seller that states they do not desire the listing to be entered into the system until a certain date to [documents@pensacolarealtors.org](mailto:documents@pensacolarealtors.org).

**NOTE 1:** The Pensacola Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a "Property Data Form" may be required as approved by the Pensacola Multiple Listing Service. However, the Pensacola Multiple Listing Service, through its legal counsel:

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

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

The listing agreement shall be in writing and must include the seller's authorization to submit the agreement to the Pensacola Multiple Listing Service. (Amended 11/96)

1. The different types of listing agreements accepted:
  - a. Exclusive Right to Sell
  - b. Exclusive Agency
  - c. Exclusive Right to Sell with Exemptions
  - d. Exclusive Agency with Exemptions
  - e. Exclusive Right to Lease

The service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted, except where required by law, because of inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. (Amended 4/92)

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

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from the exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations. (Amended 4/92)

**NOTE 2:** A Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that a Multiple Listing Service must accept every type listing. The Multiple Listing Service shall decline to accept open listings (except where acceptance is required by law) and net listings and it may limit its service to listings of certain kinds of property. But if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Multiple Listing Service.

**NOTE 3:** A Multiple Listing Service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Adopted 11/92)

### **SECTION 1.01 CLEAR COOPERATION**

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19)

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

## **SECTION 1.02 TYPES OF PROPERTIES:**

The following are some of the types of properties that may be published through the Service:

1. Residential
2. Land
3. Multi-Family
4. Manufactured/Mobile Home
5. Residential Rental (Long Term)

## **SECTION 1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE:**

Any listing taken on a contract to be entered into the Pensacola Multiple Listing Service is subject to the Rules and Regulations of the Service upon the signature of the seller(s).

## **SECTION 1.2 DETAIL ON LISTINGS FILED WITH THE SERVICE:**

A Listing Agreement or Property Data Form, when entered into the Pensacola Multiple Listing Service by the listing broker, shall be complete in every detail, which is ascertainable as specified on the Property Data Form, excluding listings in a coming soon status.

### **SECTION 1.2.0 ACCURACY OF LISTING DATA:**

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

### **SECTION 1.2.1 PHOTOS AND MEDIA**

Once a listing is entered into the Pensacola Association of REALTORS Multiple Listing Service, excluding listings in a coming soon status, the listing agent is responsible for uploading at least one (1) photo accurately depicting the property within ten (10) business days of the date the listing was entered into the system. The photo may be in the form of a plat map, floor plan or site elevation.

Photos and/or media (virtual tour, URL or other types of media) must not have marketing or promotional messages made on behalf of the listing broker or seller. This includes but is not limited to: listing agent/broker name, phone number, website or email address. Photos and/or media should not infringe or violate any copyrights, trade secrets or other intellectual or proprietary right of any third party. The use of people or persons on any photo(s) submitted to the Multiple Listing Service is strictly prohibited.

If the seller expressly directs that photographs of their property not appear in the Multiple Listing Service then the listing agent must obtain those instructions in writing and they must be signed by the seller. A copy of those instructions must be forwarded to the MLS department within ten (10) business days from the date entered into the system.

### **SECTION 1.2.1a VIRTUAL STAGING**

Virtual Staging Definition: Using photo editing software to create a photo(s) or conceptual rendering(s) of what the Interior room(s) and/or Interior of the property could look like if it was staged or lived in. Virtual Staging shall only be used for the Interior of an existing structure or exterior limited to personal property. Disclosure of virtually staged image(s):

1. The virtually staged image(s) must have in a clear and reasonably sized font on the image the phrase "Virtually Staged".
2. The Phrase "Virtually Staged" is also required in the photo label field in the Add/Edit Pictures section in input maintenance.

#### Permitted Uses of Virtual Staging in the Multiple Listing Service:

- A. Modifying photo(s)/renderings(s) to include personal property items not conveyed with the real property is permitted. Permitted personal property modifications include but are not limited to: applying digital photo(s) of furniture, mirrors, artwork, plants etc. into a photo of a room(s).
- B. Removing existing furniture from a photo(s) and replacing it with digital images of furniture, mirrors, artwork, plants, etc.
- C. Exterior photos limited to personal property, (Example: patio furniture)
- D. Building rendering acceptable to under construction properties

#### Prohibited Uses of Virtual Staging in the Multiple Listing Service:

- A. No permanent fixtures of the interior shall be removed, altered or added. (Example: walls, flooring, cabinets, islands and countertops)
- B. Modifying photo(s)/rendering(s) to include visual elements not within a property owner's control is strictly prohibited. (Example: editing in a view of a strip, water, golf, and/or popular views that are not physically possible from the specified location).
- C. Modifying photo(s)/rendering(s) to exclude negative visual elements is strictly prohibited. (Example: holes in the wall, exposed wiring, damaged flooring, power lines, cell towers, etc.)
- D. No branding is permitted on any photo(s) or virtual tour that has been virtually staged.
- E. Modifying photo(s)/rendering(s) to distort the dimensions of a room or space is strictly prohibited. (Example: placing small furniture to make a room appear larger than it actually is)
- F. The use of people or persons on any photo(s) submitted to the Multiple Listing Service is strictly prohibited.

Failure to comply with Virtual Staging Rules and Regulations shall result in a citation email sent to the listing agent and broker with a notice to remove the photos in violation. If the photos are not removed within 2 business days, MLS staff will remove the photos in violation and the broker will receive a \$100 fine per listing.

#### **SECTION 1.2.2 PROPERTY DESCRIPTION**

The Property Description field within Paragon should contain only the physical attributes of the property and should exclude such language as; address (house number and street name), "call..."any name, 'listing agent' or phone number, directions to the property or showing instructions, website addresses or email addresses, HTML coding or Java Script, Builders names and seller concessions/special offers. Agents must disclose direct interest in a property.

#### **SECTION 1.2.3 PUBLIC DOCUMENTS**

Documents uploaded to listings in the Paragon system such as seller's disclosures, surveys and non-branded feature sheets can be marked as a public document. Documents that are made public are allowed a brokerage name or logo. They cannot contain contact information such as email, phone number or website nor agent branding of any kind.

#### **SECTION 1.2.4 LIMITED SERVICE LISTINGS:**

"Limited Service Listings" are MLS property listings submitted by licensed brokers (participants) who offer their seller limited property marketing services. Any listing with



respect to which the listing broker is not obligated to provide, and will not be providing, any "substantial services" must be designated as "Y" in the "Limited Service" data field. Use of that data field serves only to distinguish such a listing from other listings with respect to which listing brokers will provide substantial services. For purposes of this rule, the term "substantial services" includes, but is not limited to, the listing broker's participation in presentation of offers to purchase the listed property to the seller, the seller's consideration of such offers, or the seller's making any counteroffers.

#### **SECTION 1.2.5 COMING SOON LISTINGS**

"Coming Soon Listings" are MLS property listings entered into the service as a pre- showing temporary status where the seller/lessor is not soliciting offers through the MLS. The property is not available for showing but the listing contract between the seller/lessor is in effect. The listing agent is responsible for uploading a "Coming Soon Listing Addendum" in the Associated Documents of a Coming Soon listing in the MLS system. Coming Soon listings are only searchable in the MLS service and are not syndicated to the public. The listing agent and seller agree that the property will not be shown while in a Coming Soon status.

If the listing is shown by anyone while in the Coming Soon status, or upon becoming aware of the listing being shown, the listing agent is responsible for immediately marking the listing active within the MLS system. A listing marked as To Be Built, Under Construction, or New Completed Construction in Construction Status cannot be placed in a coming soon status.

#### **SECTION 1.2.6 BROKERAGE EXCLUSIVE LISTINGS**

Brokerage Exclusive Listings are listings that are entered into the MLS and can only be viewed by the agents in the listing brokerage. Listing agents can enter Brokerage Exclusive listings in the MLS at the seller's request. The listing agent will be required to file a copy of the listing agreement or a Broker Exclusive Addendum with the Board Office before the listing is entered into the MLS system. Days on market will accrue and the listing broker has the ability to convert the listing to an MLS listing with the approval/request of the seller.

#### **SECTION 1.2.7 COMMERCIAL LISTINGS**

Commercial listings can not be entered into Paragon, but can be listed in the Gulf Coast Commercial Multiple Listing Service, the official Commercial MLS of the Pensacola Association of REALTORS®. MLS members have access to the Basic free or Pro paid Membership accounts with the Gulf Coast CMLS after they register.

#### **SECTION 1.3 EXEMPTED LISTINGS:**

If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing (Broker maintains copies in his office), and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Service. A copy of the Seller's written certification that s/he does not wish to have the listing disseminated through the MLS must be emailed to [documents@pensacolarealtors.org](mailto:documents@pensacolarealtors.org) within 48 hours (excluding weekends or holidays) of taking an exempt listing.

**NOTE 1:** Section 1.3 is not required if the service does not require all exclusive right to sell, Pensacola Association of REALTORS® Rules and Regulations

exclusive agency, exclusive right to sell with exemptions, exclusive agency with exemptions, and exclusive right to lease listings to be submitted by a participant to the service.

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

**SECTION 1.4 CHANGE OF STATUS OF LISTING:**

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

**SECTION 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:**

Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement provided the listing broker acquires and maintains written authorization from the seller. If requested by the MLS staff, the written decision of the Seller to withdraw the listing shall be forwarded by electronic means or in person to the MLS Department within 48 hours.

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

Listings that change from a 'Withdrawn' status to an 'Active' status within 30 days and having the same Listing Broker shall retain the same MLS number as at the time of going to a Withdrawal Status and the DOM (Days on Market) sum will continue to accumulate with days being added as of the date the Status was changed back to Active. If the property is re-listed with a new company within the 30-day benchmark, the listing will be issued a new MLS number but the Continuous Days on Market will continue to accrue as indicated above. Withdrawn properties that are re-listed after the 30-day benchmark will be issued a new MLS number and start calculating days on market as a new listing regardless of the listing office.

Listing agent shall not remove or change address, mapping, parcel ID, room dimensions, property description, approximate square footage, number of bedrooms, bathrooms or any other detailed information that existed while in an active status. Listing agent is allowed to delete multiple photos, however; one (1) photo must remain on the listing that accurately depicts the property.

**SECTION 1.6 CONTINGENCIES APPLICABLE TO LISTINGS:**

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants as a status change on the listing within 24 hours (excluding weekends and holidays) of the effective date (signed by all parties and conveyed in writing).

**SECTION 1.7 LISTING PRICE SPECIFIED:**

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction.

**SECTION 1.8 LISTING MULTIPLE UNIT PROPERTIES:**

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

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

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

**SECTION 1.10 EXPIRATION OF LISTINGS:**

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

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

Listing agent shall not remove or change address, mapping, parcel ID, room dimensions, property description, approximate square footage, number of bedrooms, bathrooms or any other detailed information that existed while in an active status. Listing agent is allowed to delete multiple photos however; one (1) photo must remain on the listing that accurately depicts the property.

**SECTION 1.11 TERMINATION DATE ON LISTINGS:**

Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller.

**SECTION 1.12 SERVICE AREA:**

Only listings of the designated types of property located within the service area of the Pensacola Association of REALTORS MLS are required to be submitted to the Service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a Participant, are not required by the Service. In the event that the listing of a Participant has as its listing agent, or salesperson, a licensee who is subject to a fee waiver under Section 6.2.1, then that listing shall be ineligible for submission to the service.

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

**SECTION 1.13 LISTINGS OF SUSPENDED PARTICIPANTS:**

When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except to failure to pay appropriate

dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise their clients.

#### **SECTION 1.14 LISTINGS OF EXPELLED PARTICIPANTS:**

When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except to failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing, a minimum of 10 days prior, of the intended removal so that the expelled Participant may advise their clients.

#### **SECTION 1.15 LISTINGS OF RESIGNED PARTICIPANTS:**

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

#### **SECTION 1.16 PROPERTY ADDRESSES**

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Amended 05/21) **M**

## **SECTION 1.17 LEASE/RENTAL LISTINGS**

The Pensacola Multiple Listing Service shall accept Exclusive Right to Lease listings for the following types of properties:

1. Condominium
2. Manufactured/Mobile Home
3. Residential Attached
4. Residential Detached

The Pensacola Multiple Listing Service shall not accept any rental listings from individuals looking for a roommate. All Rental and Lease listings will be subject to the rules and regulations that govern all other listing categories.

## **SELLING PROCEDURES**

### **SECTION 2. SHOWINGS AND NEGOTIATIONS:**

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Pensacola Multiple Listing Service shall be conducted through the listing broker except under the following circumstances:

- a. The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- b. After reasonable effort, the cooperating broker cannot contact the listing broker or their representative. However, the listing broker, at their option, may preclude such direct negotiations by cooperating brokers. (Amended 4/92)

### **SECTION 2.1 PRESENTATIONS OF OFFERS:**

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

### **SECTION 2.2 SUBMISSIONS OF WRITTEN OFFERS AND COUNTER OFFERS:**

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

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

### **SECTION 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:**

The cooperating broker (subagent, buyer agent, or transaction broker) or their representative has the right to participate in the presentation to the seller or lessor of any offer they secure to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 4/92)

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Adopted 11/19)

**SECTION 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS:**

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

**SECTION 2.5 REPORTING SALES TO THE SERVICE:**

Status changes, including final closing of sales shall be reported to the Pensacola Multiple Listing Service by the listing broker within five (5) business days after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof the cooperating broker shall report, accepted offers to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within five (5) business days after receiving notice from the cooperating broker. (Amended 11/11).

Listing agent shall not remove or change address, mapping, parcel ID, room dimensions, property description, approximate square footage, number of bedrooms, bathrooms or any other detailed information that existed while in an active status. Listing agent is allowed to delete multiple photos however; one (1) photo must remain on the listing that accurately depicts the property.

**NOTE 1:** The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise: to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its Participants. (Amended 11/01)

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

In states where the actual sale price of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only of 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 connections 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 to be withheld from dissemination for these purposes with written authorization from the seller and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/11)

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

**SECTION 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES:**

The listing broker shall report to the Pensacola Multiple Listing Service within twenty-four (24) hours that a contingency on file with the Pensacola Multiple Listing Service has been fulfilled or renewed, or the agreement canceled.

**SECTION 2.7 ADVERTISING OF LISTING FILED WITH THE SERVICE:**

A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

**SECTION 2.8 REPORTING CANCELLATION OF PENDING SALE:**

The listing broker shall report immediately to the Pensacola Multiple Listing Service the cancellation of any pending or contingent sale and the listing shall be reinstated immediately.

**SECTION 2.9 DISCLOSING THE EXISTENCE OF OFFERS**

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

**SECTION 2.10 AVAILABILITY OF LISTED PROPERTY**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

**SECTION 3. REFUSAL TO SELL:**

If the seller of any listed property filed with the Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to the Participants.

## **PROHIBITIONS**

### **SECTION 4. INFORMATION FOR PARTICIPANTS ONLY:**

Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker. A participant with licensees who are subject to a fee waiver under Section 6.2.1 may not make available to those licensees listing of other brokers in the MLS. The preceding sentence does not prohibit a licensee from accessing listing records from another MLS or from any other source lawfully available to the licensee.

#### **SECTION 4.1 "FOR SALE" SIGNS:**

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

#### **SECTION 4.2 "SOLD" SIGNS:**

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

#### **SECTION 4.3 SOLICITATION OF LISTING FILED WITH THE SERVICE:**

Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS Code of Ethics, its Standards of Practice and its Case Interpretations. The prohibition in the previous sentence applies to licensees affiliated with a participant who are subject to a fee waiver under Section 6.2.

**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 4.4 USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE**

No 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. The provisions of this section apply to licensees affiliated with a participant who are subject to a fee waiver under Section 6.2.

#### **SECTION 4.5 SERVICES ADVERTISED AS “FREE”**

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (Amended 11/21) **M**

### **DIVISION OF COMMISSIONS:**

#### **SECTION 5. COOPERATIVE COMPENSATION SPECIFIED ON EACH LISTING:**

The listing broker shall specify, on each listing filed with the Pensacola Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of sale (or lease) or otherwise provided for in this rule. The listing broker'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 broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 11/98).

In filing a property with the Multiple Listing Service of the Pensacola Association of REALTORS, 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 their compensation shall be prior to their endeavor to sell. \* (Amended 11/96)

\* The compensation specified on listing filed with the Pensacola Multiple Listing Service shall appear in one of two forms. The essential and appropriate requirement by an Association Multiple Listing Service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of 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. (Amended 5/10)

Note: MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation. (Adopted 5/08)

While MLSs are not required to authorize participants to offer cooperative compensation based on net sale prices, those that do permit such offers must define “seller concessions” for purposes other than new construction, unless that term is defined by applicable state law or regulation. The following definition of “seller concessions” is suggested but not required for adoption:

Points paid by seller on behalf of buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed, down payment assistance, additions or alterations not considered deferred maintenance, and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed upon monetary value. *(Adopted 05/12)*

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

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS provided the listing broker informs the other broker in writing in advance of their submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 5/10)

**NOTE 1:** The Association Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in their listing contract, and the Association Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Association Multiple Listing Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

**NOTE 2:** The listing broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised. (Amended 4/92)

**NOTE 3:** The Multiple Listing Service shall make no rule on the division of commissions between Participants and nonparticipants. This should remain solely the responsibility of the listing broker.

**NOTE 4:** Multiple Listing Services, at their discretion, may adopt rules & procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court

approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Amended 5/10)

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

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

#### **SECTION 5.0.1 DISCLOSING POTENTIAL SHORT SALES:**

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. (Amended 5/09)

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. (Adopted 5/09)

Where participants communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within seventy-two (72) hours of receipt of notification from the lender. (Adopted 5/10)

#### **SECTION 5.1 PARTICIPANT AS PRINCIPAL:**

If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in property, the listing of which is to be disseminated through the Pensacola Multiple Listing Service, the Participant shall disclose that interest when the listing is filed with the Pensacola Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

#### **SECTION 5.2 PARTICIPANT AS PURCHASER:**

If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 2/92)

**SECTION 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS:**

The existence of a dual or variable rate commission arrangement (i.e. one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/01)

**SECTION 5.4 DISPLAY OF LISTING BROKER'S OFFER OF COMPENSATION**

Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

*The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed. **M***

**SECTION 5.5 COMPENSATION OBLIGATIONS AS APPLIED TO FEE-WAIVED SELLING SALESPERSON:**

The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) shall be excused if it is determined through arbitration that the selling salesperson affiliated with the cooperating broker was subject to fee waiver under Section 6.2.1 at any time between the offer to purchase and the closing of the sale.

**SECTION 6. SERVICE FEES AND CHARGES:**

The following services charges for operation of the multiple listing service are in effect to defray the costs of the service and are subject to change from time to time in the manner prescribed:

**SECTION 6.0 INITIAL PARTICIPATION FEE**

An applicant for participation in the service shall pay an application fee of \$150.00 with such fee to accompany the application. If the applicant is a returning participant and has been inactive with the service for more than six (6) months, they shall pay an application fee of \$150.00.

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

**SECTION 6.1 FEES AND ASSESSMENTS:**

Fees and assessments for Participants use of the Pensacola Multiple Listing Service shall be set

forth on a schedule published by the Pensacola Multiple Listing Service from time to time.

### **RECURRING PARTICIPATION FEE**

The monthly participation fee of each participant office shall be an amount equal to \$35.00 times each salesperson and licensed or certified appraiser in the office, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant except this fee shall be waived for the licensees subject to a fee waiver under Section 6.2. Payment of such fees shall be made on or before the first day of each month of the year.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated (Amended 5/18 and 8/18)

The monthly office fee of each broker participant shall be an amount equal to \$30.00. Payment of such fees shall be made on or before the first day of each month of the year.

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

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

### **SECTION 6.2 SUBSCRIBER FEE WAIVERS:**

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

Under Section 6.1 any per-subscriber fee is calculated based on each salesperson and licensed or certified appraiser affiliated with a participating office. The effect of fee waiver is that the number of subscribers in a participating office for purposes of any recurring per-subscriber fees paid by a participant under Section 6.1 shall be reduced by the number of licensees and certified appraisers who are subject to waiver under this Section 6.2. For purposes of this Section 6.2 and all rule provision referring to it, "licensee" refers to non-principal salesperson and licensed and certified appraisers. Section 6.2.1 sets out the condition for fee waiver for those subscribing to a non-District Nine MLS, Section 6.2.2 sets out the conditions for fee waiver for those subscribing to a District Nine MLS, Section 6.2.3 the process for obtaining and maintaining waivers, Section 6.2.4, circumstances under which waiver is revoked and consequences of revocation, and Section 6.2. the consequences of repeated violations of these policies.

### **SECTION 6.2.1 CONDITIONS FOR WAIVER (NON-DISTRICT NINE MLS SUBSCRIPTION)**

Fee waivers are available for non-principal broker and non-principal appraiser licensees in

offices participating in MLS, provided the participant and any fee-waived licensee(s) meet all the following requirements:

- a. Any fee-waived licensee must be a subscriber in another multiple listing service that will certify this information to the MLS on the frequency established by this MLS.
- b. During any period for which a licensee's fees are waived, the licensee shall refrain from using any of the following services of this MLS:
  1. Using this MLS's systems, databases, lockboxes, etc. This does not include accessing listing information of the licensee's own broker or of other brokers through the participant's IDX site or elsewhere. It does include accessing such information on the participant's VOW (which is for consumers' personal use).
  2. Being identified as a listing agent on an active or pending property listing in this MLS.
  3. Working as the selling agent on a property listed in this MLS by a firm other than participant's, unless the listing appears in an MLS to which the selling agent is a subscriber. This does not apply to the fee-waived participant's own listings, because the participant is free to share them within its firm (and anywhere else) without MLS consent or involvement.
  4. Use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
  5. Using this MLS's data on an IDX or VOW website identified as the fee-waived subscriber's site or page.
  6. Using MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived subscriber.

#### **SECTION 6.2.2 CONDITION FOR WAIVER (DISTRICT NINE MLS SUBSCRIPTION)**

Fee waivers are available for non-principal broker and non-principal appraiser licensees in offices participating in MLS, provided the participant and any fee-waived licensee(s) meet all the following requirements:

- a. Any fee-waived licensee must be a subscriber of one of the following District Nine multiple listing services that participates in the Reciprocal Data Sharing Agreement with the MLS: Central Panhandle Association of REALTORS®, Emerald Coast Association of REALTORS®, Navarre Area Association of REALTORS®, or REALTOR® Association of Franklin and Gulf Counties.
- b. During any period for which a licensee's fees are waived, the licensee shall:
  1. Use only this MLS's system, databases, lockboxes, etc. as permitted under the Reciprocal Data Sharing Agreement.
  2. Be identified as a listing agent on an active or pending property listing in the MLS only under this MLS's Reciprocal Listing Program (which may be subject to fees).
  3. Not make use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
  4. Not make use this MLS's data on an IDX or VOW website identified as the fee-waived subscriber's site or page.
  5. Not make use MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived subscriber.

#### **SECTION 6.2.3 PROCESS FOR OBTAINING AND MAINTAINING WAIVERS**

The participant must at all times provide to MLS up-to-date information on all licensees, Pensacola Association of REALTORS® Rules and Regulations

whether they are subscribers or fee-waived licensees, in each participating office. The participant must identify which licensees are subject to fee waivers and for each waived licensee the other MLS in which he/she is a subscriber on the waiver certification form. In order to obtain a waiver for a licensee in the participant's office, the participant must execute the MLS's form for listing fee-waived licensees and the certification on it. Each fee-waived licensee must also execute a certification. The participant must procure from another MLS, a certification (i.e. a letter of good standing) that each fee-waived subscriber is an active subscriber in that MLS. (The other MLS may have a one-time or periodic charge for providing these certifications.)

#### **SECTION 6.2.4 REVOCATION OF WAIVER**

The fee waiver for a licensee may be revoked under various circumstances, and the consequences of the revocation vary depending on its circumstances, as provided in the section.

- a. The participant or fee-waived licensee may revoke the waiver at any time upon notice to the MLS. In that case, the fee-waived licensee immediately becomes a subscriber and any fees due to MLS under its normal fee schedule for the current period for the subscriber (including pro-rated fees for any partial service period and any application fees if none have previously been paid for the subscriber) shall immediately become due and payable. In the event a Section 6.2.1 fee-waived licensee appear as a listing agent on an active or pending listing in the MLS, the participant and fee-waived licensee shall be deemed to have revoked the waiver under this subsection (a).
- b. If this MLS determines that the fee-waived licensee has violated Section 6.2.1(b) or Section 6.2.2(b) during a fee-waiver period, MLS may terminate the fee waiver upon notice to the participant and subscriber. In this case, the consequences of subsection (a) apply, and in addition to them, MLS may recover from participant all the fees MLS would have collected had the fee-waived licensee been a subscriber during the entire period of the waiver and a fine of \$1,500. After six months, the participant and subscriber can re-certify the subscriber to be a fee-waived licensee.

#### **SECTION 6.2.5 CONSEQUENCES OF REPEATED VIOLATIONS**

A pattern of repeated violations of this policy exists when a participant allows any combination of three or more violations of Section 6.2.1(b) or of Section 6.2.2(b), whether the participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a subscriber commits three or more violations of Section 6.2.1(b), or of Section 6.2.2(b). In the event that a participant or subscriber exhibits a pattern of repeated violations of Section 6.2.1(b), or of Section 6.2.2(b), MLS may suspend all fee waivers for the participant or subscriber (or both) for a period of up to three years. If, after such a period of suspension, a participant or subscriber again exhibits a pattern of repeated violations, MLS may permanently terminate fee waivers for the participant or subscriber (or both). In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a participant, that office shall be ineligible for waivers during the pendency of its participant's suspension or termination. In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a non-principal licensee, that non-principal licensee shall be ineligible for waivers during the pendency of his or her suspension or termination.

#### **SECTION 6.3 FINES AND PENALTIES:**

Fines and penalties for Participants use of the Pensacola Multiple Listing Service shall be set forth on a schedule published by the Pensacola Multiple Listing Service from time to time.

**SECTION 7. COMPLIANCE WITH RULES – AUTHORITY TO IMPOSE DISCIPLINE:**

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. All Participants and Subscribers are required to maintain a valid email address recorded in the MLS system. It is the responsibility of the Participant and Subscriber to ensure that they are able to receive email messages from the MLS or any third-party vendor representing the MLS. Electronic communication to this email address and/or through the electronic memo system of the MLS shall be considered official notice as used in these rules and regulations. Each participant is subject to these rules with regard to licensees affiliated with the participant who are subject to fee waiver under Section 6.2. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. Letter of warning
- b. Letter of reprimand
- c. Attendance at MLS orientation or other appropriate courses or seminar which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration.
- d. Retroactive fees related to any licensee granted a fee waiver under Section 6.2 in the event the MLS determines that the licensee made any use of MLS services prohibited in Section 6.2 during the period of waiver.
- e. Appropriate, reasonable fine not to exceed \$15,000
- f. Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year.
- g. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

**NOTE 1:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 5/14)

**NOTE 2:** MLS Participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listings information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against



a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. *(Adopted 11/20)*

### **SECTION 7.1 COMPLIANCE WITH RULES;**

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

- a. For failure to pay any service charge or fee within (1) month of the date due, and provided that at least ten (10) days notice has been given, the Service shall be suspended until service charges or fees are paid in full.
- b. For failure to comply with any other rule, the provisions of Section 9 and 9.1 shall apply.

**NOTE:** Generally, warning, censure, and the imposition of a moderate fine is sufficient to constitute a deterrent to violation of the Rules and Regulations of the Pensacola Multiple Listing Service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violations of the Rules and Regulations of the Service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations.

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

Non-principal brokers, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the Rules and Regulations. Further, failure of any user or subscriber to abide by the Rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. The participant is subject to these rules with regard to licensees affiliated with the participant who are subject to fee waiver under Section 6.2. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

### **Section 7.3 ASSISTANTS**

Assistants are individuals under the direct supervision of an MLS participant or subscriber that perform only administrative and clerical tasks that do not require a real estate license or an appraiser's certificate or license. Assistants may request an MLS login through their employing Participant or Subscriber. The Participant shall be responsible for the conduct of the Assistant.

Assistants shall be linked in the system to at least one Participant. They may also be linked to a particular Subscriber. Each participant and subscriber shall notify the MLS of all Assistants employed by or affiliated as independent contractors with the participant or subscriber and shall immediately notify the MLS of any changes, additions or deletions from the list.

Assistants shall also be subject to the following requirements:

- a. Assistants must not hold an active real estate license;
- b. Assistants must only login to the MLS with their unique username and password;
- c. Assistants shall sign a written agreement to abide by the rules and regulations of the MLS;
- d. Assistants are not allowed to have access to a Supra eKEY.

e. Assistants are not allowed to give unauthorized dissemination of system access.

If the Assistant is found to have utilized a Supra eKEY it will result in a \$100.00 fine to the broker. The second violation will result in a \$500.00 fine to the broker. The third violation will result in a \$1,000.00 fine to the broker and the key holder could possibly lose their ability to lease a key.

Participants are allowed one (1) Assistant login for every ten (10) licensed agents associated with their office. If the office has one Participant with no subscribers, that Participant will be allowed up to two (2) Assistant logins. Subscribers will be allowed up to two (2) Assistant logins. If a Participant or Subscriber has a need for Assistant logins that exceeds the PAR MLS policy, a request can be sent to the MLS Department. The request must demonstrate the need for additional Assistant support. The request will then be sent to the MLS Committee Review Panel.

In order to protect the integrity of the Pensacola Association of REALTORS® Multiple Listing Service content, the PAR MLS reserves the right to refuse Assistant-level access to requesting parties PAR MLS determines will not be using such access for its intended administrative or clerical purposes.

### **Section 7.3.1 ASSUME IDENTITY**

Assume identity can be utilized by Subscribers to assume the identity of another Subscriber or Participant for administrative or clerical purposes. The Subscriber will utilize their unique Subscriber login to assume the identity of another Subscriber or Participant. The Participant must sign the assume identity request form.

### **SECTION 7.4 LOCK BOXES:**

A lockbox is a container affixed to property containing a device to gain access to the property being marketed by a Participant in the MLS. Participants in the MLS or their salespersons (and licensed or certified appraisers affiliated with the Participant) are authorized under certain conditions to open these lockboxes under terms specified by the listing broker. Cooperating brokers and sales licensees, whether functioning as agents or potential purchasers, must contact the listing broker to disclose their agency status and to arrange appointments to show listed property even if the property has a lockbox affixed to it unless the listing broker has given specific permission (through information published in the MLS or otherwise) to show the property without first contacting the listing broker.

Lockboxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose. ***Lockboxes are NOT an invitation to show a house.*** One of these nine classifications can be specified on the profile sheet:

- |    |                  |    |                 |
|----|------------------|----|-----------------|
| a. | Appointment Only | f. | Key In Office   |
| b. | Call Agent       | g. | See Agent Notes |
| c. | Call Broker      | h. | On Site Office  |
| d. | Call Owner       | i. | Vacant          |
| e. | Call Tenant      |    |                 |

## **SECTION 7.5 LOCKBOX KEYS**

### **SECTION 7.5.1 ELIGIBILITY:**

The lease of electronic keys for access to electronic lock boxes is voluntary. To be eligible to lease an agent key the key holder has to be an active member of the Pensacola Association of REALTORS® Multiple Listing Service. The key holder also must sign a Keyholder Agreement with GE Security upon leasing their key and equipment. If the key holder goes inactive for any reason with the Pensacola Association of REALTORS® Multiple Listing Service their key will be placed in an inactive status and their keys will not update until they are active again with the Pensacola Association of REALTORS® Multiple Listing Service.

### **SECTION 7.5.2 AFFILIATE KEYS**

To be eligible for an affiliate key the key holder must be associated with an active affiliate member company with the Pensacola Association of REALTORS®. The key holder also must sign a Keyholder Agreement with the GE Security upon leasing their key and equipment.

Employees of the active affiliate member company may also lease an affiliate key. Each employee must sign a Key Holder agreement with GE Security to lease an affiliate key. Affiliate keys cannot be shared within the office or loaned to any person at any time. The affiliate member company remains responsible for all keys and any fines will be assessed to the affiliate company. The affiliate member company is responsible for notifying the Pensacola Association of REALTORS® if there are any changes in employee status for those employees leasing a key.

All rules and regulations of the Pensacola Association of REALTORS® Multiple Listing Service apply to affiliate keys. Affiliate members and employees must sign the Pensacola Association of REALTORS® Affiliate Supra Key Rules and Regulations agreement to lease a key.

### **SECTION 7.5.3 PERSONAL IDENTIFICATION NUMBER (PIN)**

Key holder will not allow his/her PIN number to be attached to the key and will not disclose his/her PIN to a third party. Violation of this rule will result in a \$100.00 fine.

### **SECTION 7.5.4 NO LOAN OF KEY**

Key holder shall not loan their Key, physically or digitally, to any person for any period of time. The key holder who provides access must be physically present during the entire showing. If the key holder is found in violation of this rule it will result in a fine. The key holder's first violation of this rule will result in a \$100.00 fine. The key holder's second violation of this rule will result in a \$500.00 fine. The key holder's third violation of this rule will result in a \$1000.00 fine and the key holder could possibly lose their ability to lease a key.

### **SECTION 7.5.5 LOSS OF KEY**

In the event a key holder's key is lost, stolen or otherwise unaccounted for, the key holder shall notify the Pensacola Association of REALTORS® immediately by telephone.

### **SECTION 7.5.6 KEY AUDIT/INSPECTION**

The Pensacola Association of REALTORS® shall maintain current records as to all keys issued and in inventory. Key holder shall submit his/her key for inspection at a reasonable time at the Pensacola Association of REALTORS office after receipt of written notice which may be issued periodically by the Association. The key shall be deemed unaccounted for if key

holder does not demonstrate the key is within her/her physical control, and service will be suspended until key is presented.

#### **SECTION 7.5.7 RULES OF KEY/LOCKBOXES**

All key holders, whether Association members or not, shall agree, as a condition of the Keyholder agreement, to be bound by the rules and procedures governing the operation of the lockbox system. The Pensacola Association of REALTORS® lockbox system is an activity of an Association owned and operating MLS.

#### **SECTION 8. MEETINGS OF MLS COMMITTEE:**

The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

#### **SECTION 8.1 MEETINGS OF THE MLS PARTICIPANTS:**

The Committee may call meetings of the Participants in the Service to be known as meetings of the Pensacola Multiple Listing Service.

#### **SECTION 8.2 CONDUCT OF THE MEETINGS:**

The Chairperson, or Vice-Chairperson, shall preside at all meetings or, in their absence; a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon their failure to do so, by the Committee.

### **ENFORCEMENT OF RULES OR DISPUTES:**

#### **SECTION 9. CONSIDERATION OF ALLEGED VIOLATIONS:**

The Committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors) (Amended 5/18)

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

#### **SECTION 9.1 VIOLATIONS OF RULES AND REGULATIONS:**

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or a request for arbitration, it may be administratively considered and determined by the MLS Committee, and if a violation is determined, the MLS Committee may direct the imposition of sanction, provided that the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and rules and regulations of the association of REALTORS® within twenty (20) **calendar** days following receipt of the committee's decision. (Amended 11/96)

If, rather than conducting an administrative review, the Multiple Listing Committee has a procedure established to conduct hearings, the decision of the multiple listing committee may be

appealed to the Board of Directors of the Association of Realtors within twenty (20) **calendar** days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Association's Grievance Committee for processing in accordance with the professional standards procedures of the Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Association of REALTORS. (Amended 2/98)

#### **SECTION 9.1.1 ALLEGED VIOLATIONS:**

Alleged violations of the MLS Rules and Regulations must be made in writing and may be initiated by:

- a. MLS Participants (as defined in the MLS Rules and Regulations).
- b. Licensed and unlicensed administrative and clerical staff affiliated with the MLS Participant.
- c. PAR MLS staff or of boards/associations of REALTORS®
- d. Members of the public.
- e. Data checking software integrated into the MLS system.

A letter should be submitted to the Pensacola Association of REALTORS MLS staff via email, mail, fax or delivery when inaccurate or incomplete information is discovered in the MLS database. Letters may be submitted anonymously. MLS participants, subscribers and assistants may also submit inaccurate or incomplete information via the "correction" button located in the MLS system. All persons submitting inaccuracies are kept confidential.

NOTE: Reported violations must include the following information: Name and office of the alleged violator, Nature of the violation(s) -- Be as specific as possible, explaining when it occurred, and any other important information.

PAR MLS Department Staff will check the database to confirm the violation. If a violation occurs it will fall into one of the following categories:

- a. Minor violations;
- b. Failure to correct a listing within two (2) **business** days of a Listing Complaint Notification;
- c. Prohibited activities;
- d. Major Violations;
- e. Unauthorized dissemination of system access password;
- f. Continued failure to correct a listing after a Listing Complaint notification.
- g. Failure to pay a fine.

#### **SECTION 9.2 MINOR (CORRECTABLE) VIOLATIONS:**

When one of the violations listed below is alleged, the PAR MLS staff will send a Listing Complaint Notification by e-mail to the attention of the Participant and Subscriber. The Participant or Subscriber must correct all errors within two (2) **business** days. Minor (correctable) violations include:

- a. Failure to report contract pending/contingencies as a status or the deletion of contingency flags when a listing is transferred to a contract contingent/contract pending status within 24 hours.
- b. Failure to input a price change within 24 hours.

- c. Failure to map a listing in the correct location.
- d. Failure to report the correct sale price and terms on a closed listing.
- e. Failure to report the correct Selling Office and Selling Agent on a closed listing.
- f. Failure to correctly report all required fields on a listing.
- g. Entries in the cooperative commission field other than a specific dollar amount, percentage, or combination thereof.
- h. Entering status changes relating to amendments to the Participants listing agreement with a seller without the seller's written consent.
- i. Failure to provide the Service with any documentation requested by the Service within 48 hours (excluding weekends or holidays).
- j. Failure to report a correct listing expiration date.
- k. Failure to list properties, which are sold, or which may be sold separately individually in the listing agreement and on the Property Data Form.
- l. Failure to upload at least one photo accurately depicting the property on every listing within 10 business days, except listings in a Coming Soon status.
- m. Failure to properly define "Property Description" solely as the physical attributes of the property excluding such language as
  - 1. address – house number and street name
  - 2. "call..." any name, 'listing agent', or phone number (agents can and should disclose direct interest in a property)
  - 3. Directions to the property or showing instructions
  - 4. Website addresses or email addresses
  - 5. HTML coding or Java Script on the listing
  - 6. HTML coding or Java Script on the photos
  - 7. Builders' names
  - 8. seller concessions/special offers
- n. Any other violations that may interfere with the IDX (Internet Data Exchange) policies as set forth by PAR, FAR and NAR.
- o. Failure to properly notify the Service when part of a listed property was sold.
- p. Failure to submit a certification to withhold property listing form on a listing where the seller refused to permit the dissemination of the listing by the service.
- q. Failure to correct or replace detailed information that was removed from a listing once the listing went to a withdrawn, expired or sold status.
- r. Failure to upload a "Coming Soon Listing Addendum" to a listing in a Coming Soon status, in the MLS system.
- s. Uploading a photo, virtual tour or other media that depicts marketing or promotional messages made on behalf of the listing broker, seller or third-party company.
- t. Uploading a photo, virtual tour or other media that violates copyrights.
- u. Uploading a photo that contains people or persons.
- v. When a Participant other than the listing broker places a For Sale sign on a property.
- w. When a Participant other than the listing broker places a Sold sign on a property prior to closing without the listing broker's authorization.

### **SECTION 9.3 FAILURE TO CORRECT A LISTING / Minor Violation:**

If an MLS Listing Complaint Notification has been sent to the Participant and Subscriber, with no action taken, the following procedure will be applied:

- If no corrective action by the Participant or Subscriber is within two (2) **business** days of the notification, a \$100 fine will be assessed for FAILURE TO CORRECT A LISTING and a final notification will be sent to the Participant and Subscriber with an additional two (2) **business** days to correct.
- If the listing is not corrected within two (2) **business** days, the listing will be placed in a hold status and the procedure outlined in Section 9.7 of the PAR MLS Rules & Regulations are applied.

### **SECTION 9.4 PROHIBITED ACTIVITIES:**

A first violation of any of the following rules will result in a MLS Listing Complaint Notification, with an automatic fine. Prohibited Activities cannot be corrected and carry a fine of \$200. There will be a \$100 additional fee added to the total of the previous fine for each instance a Participant or Subscriber violates the same Prohibited Activity within three hundred and sixty-five (365) days. The additional fee is assessed per individual violator and is **not** accumulated on the Participant, the Participant's brokerage, or other Subscribers within the brokerage. Prohibited activities include:

- a. Failure to input a new listing within two (2) **business** days of obtaining all signatures on a listing agreement.
- b. Failure to report closed (sold) listings within five (5) **business** days.
- c. Listing agent submits an offer to a seller while the property is in a coming soon status.
- d. Sharing a listing filed with the Service with any broker or firm not a Participant or Subscriber of the Service without the prior consent of the listing broker.
- e. A Participant solicits a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

### **SECTION 9.5 MAJOR VIOLATIONS:**

Major violations carry automatic, \$300 fines. When a complaint alleges one of the violations listed below, the PAR MLS staff or the MLS Compliance Subcommittee will confirm a violation in fact. If there is no violation the matter is closed with PAR MLS staff contacting the person who reported the original complaint when that person has requested notification of the alleged violation outcome. When the Participant or Subscriber has violated the MLS Rules and Regulations, an MLS Listing Complaint & Fine Notification, with a \$300 fine, will be sent to the attention of the Participant and Subscriber requiring the correction must be made within two (2) **business** days of the notification. The listing(s) in question will be placed on HOLD (if applicable) by the MLS Department. The Participant or Subscriber must contact the MLS Department to remove the HOLD status at the time the correction is to be made. Major violations include:

- a. A listing in a Coming Soon listing status is shown.
- b. A Selling agent submits an offer to a Listing agent while the property is in a coming soon status.

- c. Failure to conduct a showing through the listing broker.
- d. Failure to disclose within agent notes compensation offered by a listing broker may be subject to court or lender approval (e.g.: foreclosure or short sale).
- e. Failure to disclose his/her Participation when a Participant acts as seller or purchaser.
- f. Failure to make arrangements, as the listing broker to present an offer to a seller as soon as possible or give the cooperating broker a satisfactory reason for not doing so.
- g. Failure to submit a written offer, as the selling broker to the seller prior to closing where appropriate.
- h. Failure to include a cooperating broker when an offer is made to the seller or lessor except where the seller or lessor prohibits this in writing. The listing broker must provide a copy of the seller's or lessor's written instructions to the cooperating broker on request.
- i. Failure to include the listing broker when a counter-offer is made to the purchaser or lessee except where the purchaser or lessee prohibits this in writing. The cooperating broker must provide a copy of the purchaser's or lessee's written instructions to the listing broker on request.
- j. A Participant other than the listing broker advertises a listing without the listing broker's consent.
- k. A Participant or Affiliated Licensee including an MLS printout as part of a contract.
- l. A participant or subscriber represents that their brokerage services are free to a client or customer when they received financial compensation for those services from another source.

#### **SECTION 9.6 FAILURE TO CORRECT A MAJOR VIOLATION:**

If an MLS Listing Complaint Notification has been sent to the Participant and Subscriber, with no action taken, the following procedure will be applied:

- If no corrective action by the Participant or Subscriber is within two (2) **business** days of the notification, a \$100 fine will be assessed for FAILURE TO CORRECT A LISTING and a final notification will be sent to the Participant and Subscriber with two (2) additional **business** days to correct.
- If the listing is not corrected within two (2) **business** days, the listing will remain in a hold status and the procedure outlined in Section 9.7 of the PAR MLS Rules & Regulations are applied.

#### **SECTION 9.6A FAILURE TO CORRECT A CLEAR COOPERATION POLICY VIOLATION:**

If a Clear Cooperation Policy citation has been sent to the Participant and list agent and the list agent fails to place the listing into the PAR MLS within one (1) business day, the following fines will be imposed to the Participant and list agent:

- 1st violation – Participant is fined \$500, listing agent must attend an MLS Orientation class within 60 days and is placed on a six (6) month probationary period.
- 2nd violation (under probationary period)- Participant is fined \$3,000 and the listing agent is suspended from the MLS for 90 days.



- 2nd violation – Participant is fined \$3,000 and listing agent is suspended from the MLS for 30 days.
- 3rd violation (and any thereafter)- Participant is fined \$10,000 and listing agent is suspended from the MLS for six (6) months.

**SECTION 9.7 FAILURE TO PAY FINES:**

All corrections, fines & fees are the responsibility of the responsible Participant (Broker). Failure to pay accumulated fines may result in termination of Participant’s and the Participant’s brokerage’s MLS Services. Failure to pay any MLS Listing Complaint & Fine Notification will follow the following procedures:

- Participants & Subscribers to the PAR MLS are provided 20 **calendar** days from the date of the initial monetary violation notification to pay any assessed fine.
- Participants & Subscribers who fail to pay fines within 20 **calendar** days incur an additional \$200 fine and a Notification of Intent to Terminate MLS Services is emailed to the Participants & Subscribers.
- If fines have not been paid within 10 **calendar** days of the Notification of Intent to Terminate MLS Services, the Participant’s MLS services, and their entire office(s), shall be terminated.
- When MLS services of a Participant are terminated for non- payment of fine(s) the service will be reinstated when the fine(s) have been paid, the listing citation has been corrected and the Participant fulfils all obligations imposed by PAR.

**SECTION 9.8 UNAUTHORIZED DISSEMINATION OF SYSTEM ACCESS:**

There shall be a fine issued for EACH INSTANCE of unauthorized dissemination of system access. The fine will be billed directly to the broker of record within the company.

This includes distribution of issued system password, granting access to the system once logged in, or unauthorized framing of the Private MLS website. The fine schedule is as follows:

- 1<sup>st</sup> Offense - \$1,000
- 2<sup>nd</sup> Offense - \$2,500
- 3<sup>rd</sup> Offense and any thereafter- \$5,000

There shall be a fine issued for EACH INSTANCE of unauthorized dissemination and distribution of any reports specifically indicated for agents use only. This includes disclosure of the following confidential fields of data/content:

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

The fine schedule is as follows:

1<sup>st</sup> Offense – Warning letter from the PAR MLS Department

2<sup>nd</sup> Offense - \$1,000

3<sup>rd</sup> Offense and any thereafter - \$5,000

### **SECTION 9.9 HEARING REQUEST:**

Any Participant or Subscriber, wishing to dispute the fine imposed on that Participant or Subscriber, may file an MLS Compliance Hearing Request Form with PAR by e-mail, fax and/or mail to the attention of the Vice President of MLS Operations along with a refundable \$200 filing fee. Although the fine is being challenged, it is still the responsibility of the Participant or Subscriber to pay the assessed fine within 20 **calendar** days of the first monetary fine date to avoid additional fines/fees. The request for a Hearing must:

- Include Proof of correction where applicable.
- The Hearing Request form must state the specific grounds for the hearing and include all facts and/or reasons for the request. The grounds for a hearing are one or more of the following:
  - Factual dispute regarding the alleged violation(s) such as misapplication of the MLS Rule(s) cited.
  - Contention that there has been a violation of procedural due process.
  - NOTE: Failure to receive any notice is NOT grounds for a hearing. (See Section 7 regarding notice obligations of Participants/Subscribers).
- Include copies of any relevant documents.
- Documents must be received within twenty (20) **calendar** days after the initial monetary MLS Listing Complaint & Fine Notification and include the \$200 refundable filing fee.
- If the request is filed after twenty (20) **calendar** days, the fine stands and no hearing or appeal of the violation will be heard.
- All Hearings are to be conducted by a panel of 3 MLS committee members.
- All Hearings and procedures shall be conducted in accordance with the Code of Ethics and Arbitration Manual for the National Association of REALTORS® and such Rules as promulgated hereunder.
- In the event the hearing panel determines that no violation(s) occurred, the \$200 filing fee will be returned, along with any fines paid.
- In the event the hearing panel determines that there has been a procedural due process violation, the hearing panel may refund the \$200 filing fee and either return the matter to MLS staff for correction or dismiss the citation and refund any fines paid.
- In the event the hearing panel determines that the violation(s) occurred, the \$200 filing fee will be retained as a cost for administration of the hearing and will not apply toward the payment of any fines. The fine specified, OR SUCH INCREASED FINE AS IS IMPOSED BY THE HEARING PANEL AS CITED IN SECTION 7(E), will be payable in full by the date noticed in the decision, and the violator may be required to comply with ADDITIONAL DISCIPLINE AND SANCTIONS AS MAY BE IMPOSED BY THE HEARING PANEL in accordance with Section 7 of the PAR MLS Rules and Regulations, and the

- If the Participant or Subscriber wishes to appeal the MLS Hearing Panel's decision, they may appeal to the PAR Board of Directors within fifteen (15) **calendar** days of the ruling by notifying the Vice President of MLS Operations via email and must pay a non-refundable \$150 filing fee.

**SECTION 9.10 RECORDS:**

PAR MLS staff will retain records of all complaints and their disposition and tapes from MLS Compliance Hearings until the fifteen (15) **calendar** day deadline to appeal decision to the Board of Directors has passed.

**SECTION 9.11 COMPLAINTS OF UNETHICAL CONDUCT:**

All other complaints of unethical conduct shall be referred by the Committee to the Professional Standards Administrator of the Pensacola Association of REALTORS for appropriate action in accordance with the professional standards procedures established in the Pensacola Association's Bylaws. (Amended 11/88)

**SECTION 9.12 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT**

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.13 of the MLS rules.

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

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the Committee's (Board of Director's) determination the alleged violation remains uncured (i.e. the content is not removed, or the rules violation remains uncured), then the complaining party may seek action through a court of law. (Adopted 5/18)

### **SECTION 9.13 MLS RULES VIOLATIONS**

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules. (Adopted 5/18)

### **CONFIDENTIALITY OF MLS INFORMATION:**

#### **SECTION 10. CONFIDENTIALITY OF MLS INFORMATION:**

Any information provided by the Pensacola Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants entitled to access and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants entitled to access. This information includes but is not limited to:

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

#### **SECTION 10.1 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:**

The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides. This will include a disclaimer on all distributed or displayed listing data/content which states "Information is deemed reliable but not guaranteed".

#### **SECTION 11 OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS:**

By the act of submitting any property listing content to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. (Amended 5/18)

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

Note: The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides

exemptions or “safe harbors” from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of “online service provider” broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display.

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

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive take down requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
3. Comply with the DMCA take down procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
4. Have no actual knowledge of any complained-of infringing activity.
5. Not be aware of facts or circumstances from which complained-of infringing activity when the OSP is capable of controlling such activity.
6. Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more information see 17 U.S.C. §512. (Adopted 11/15)

### **SECTION 11.1: DISPLAY**

Each Participant shall be entitled to lease from the Pensacola Association of REALTORS a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers, but not including any licensee subject to fee waiver under Section 6.2) with such Participant with one copy of such Compilation. The Participant shall pay for each such copy the rental fee set by the Pensacola Association.

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

### **USE OF COPYRIGHTED MLS COMPILATIONS:**

### **SECTION 12. DISTRIBUTION:**

Participants shall at all times maintain control over and responsibility for each copy of any

MLS Compilation sold to them by the Pensacola Association of REALTORS, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by the Pensacola Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation", or "Membership" or any right of access to information developed by or published by the Pensacola Association Multiple Listing Service where access to such information is prohibited by law.

**SECTION 12.1 DISPLAY:**

Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate, ready, willing, and able buyers for the properties described in said MLS compilation. "Persons affiliated as licensees" in the previous sentence does not include licensees subject to fee waiver under Sections 6.2.

**SECTION 12.2 REPRODUCTION:**

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

Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers, a reasonable\* number of single copies of property listing data contained in the MLS Compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participant or their affiliated licensees, be interested. "Persons affiliated as licensees" in the previous sentence does not include licensees subject to fee waiver under Sections 6.2.1.

Reproductions made 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 the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. (The previous sentence does not apply to licensees subject to fee waiver under Section 6.2.1.) Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables", or statistical information from utilizing such information to support valuations on particular properties for a clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated

valuations. MLSs must either permit use of existing data feeds, or create a separate data feed to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 5/14)

### **SECTION 12.2.1 PROHIBITION OF MLS PRINT OUT AS PART OF CONTRACT**

MLS compilations, or any portion thereof, may not be included or made a part of any real estate contract.

### **USE OF MLS INFORMATION:**

#### **SECTION 13. LIMITATIONS ON USE OF MLS INFORMATION:**

Use of information from MLS compilation of current listing information, from the Association's "Statistical Report", or from any "sold" or "comparable" report of the Pensacola Association or MLS for public mass-media advertising by an MLS Participant or in other public representations may not be prohibited.

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

"Based on information from the Pensacola Association of REALTORS (alternatively, from the Pensacola MLS) for the period (date) through (date)." (Amended 11/93)

#### **SECTION 13.1 LIMITATIONS ON DISPLAY OF MLS INFORMATION:**

A Participant shall cause any listing that retrieved from the MLS compilation to identify the name of the listing firm 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 13.2 RESTRICTIONS ON CHANGE OF DATA/CONTENT:**

A Participant shall not change the content of any MLS Listing Information 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.

### **CHANGES IN RULES AND REGULATIONS:**

#### **SECTION 14. CHANGES IN RULES AND REGULATIONS:**

Amendments to the Rules and Regulations of the Service shall be by a majority vote of the Members of the Pensacola Multiple Listing Service Committee, subject to approval by the Board of Directors of the Pensacola Association of REALTORS. Changes that are mandated by the National Association of Realtors or Government Entities such as DOJ, HUD, FTC, etc. will be implemented as soon as received with the MLS Committee and Board of Directors being notified of such changes.

Note: Some associations may prefer to change the rules and regulations by a vote of the participants, subject to approval by the board of directors of the association of REALTORS®.

### **ARBITRATION OF DISPUTES:**

#### **SECTION 15. ARBITRATION OF DISPUTES:**

By becoming and remaining a Participant, each Participant agrees to arbitrate 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 Participants subject to the following qualifications:

- a. If all disputants are members of the same Association of REALTORS or have their principal place of business within the same Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Association of REALTORS.
- b. If the disputants are members of different Associations of REALTORS, or if their principal place of business is located within the territorial jurisdiction of different Association of REALTORS, they remain obligated to arbitrate in accordance with the Interboard Arbitration Procedures of the District 9 Interboard Arbitration Agreement. 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. Noting herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board/Association of Realtors.

Interboard Arbitration Procedures: Arbitration shall be conducted in accordance with any existing Interboard agreement or, alternatively, in accordance with the Interboard arbitration procedures in the *Code of Ethics and Arbitration Manual* of the National Association of REALTORS®. Nothing herein shall preclude participants from agreeing to arbitrate the dispute before a particular association of REALTORS®. (Adopted 11/98)

Awards: The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the participant to disciplinary action at the sole discretion of the MLS. (Adopted 11/15)

### **STANDARDS OF CONDUCT FOR MLS PARTICIPANTS:**

**SECTION 16.1:** MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with clients.

**SECTION 16.2:** Signs giving notice of property for sale, rent, lease or exchange shall not be placed on property without the consent of the seller/landlord.



**SECTION 16.3:** MLS Participants acting as transaction brokers, or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.

**SECTION 16.4:** MLS Participants shall not solicit a listing, which is currently listed exclusively with another broker. However, if the listing broker, when asked by an MLS Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, and exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the MLS Participant may contact the owner to secure such information and may discuss the terms upon which the MLS Participant might take a future listing or, alternatively may take a listing to become effective upon expiration of any existing exclusive listing.

**SECTION 16.5:** MLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by a MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.

**SECTION 16.6:** MLS Participants shall not use information obtained from the listing brokers through offers to cooperate received through Multiple Listing Services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.

**SECTION 16.7:** The fact that an agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement.

**SECTION 16.8:** The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business.

**SECTION 16.9:** MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject by an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.

**SECTION 16.10:** When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type service, and MLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

**SECTION 16.11:** In cooperative transactions MLS Participants shall compensate cooperating MLS Participants (principal brokers) and shall not compensate nor offer to compensate,

directly or indirectly, any of the sales licensees employed by or affiliated with other MLS Participants without the prior express knowledge and consent of the cooperating broker.

**SECTION 16.12:** MLS Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS Participant. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this rule. The following types of solicitations are prohibited:

Telephone or personal solicitation of property owners who have been identified by real estate signs, multiple listing compilations, or other information services as having exclusively listed their property with another MLS Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information intended to foster cooperation with MLS Participants.

**SECTION 16.13:** MLS 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.

**SECTION 16.14:** MLS Participants, 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.

**SECTION 16.15:** On unlisted property, MLS Participants, acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

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

**SECTION 16.16:** MLS Participants, acting as representatives or brokers of sellers/landlords, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to the buyers/tenants not later than execution of any purchase or lease agreement.

**SECTION 16.17:** MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to the other brokers' exclusive agreements.

However, information received through the Multiple Listing Service or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made.

**SECTION 16.18:** MLS 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/tenant representatives 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.

**SECTION 16.19:** All dealings concerning property exclusively listed, or with buyers/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.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. (Adopted 1/03)

**SECTION 16.20:** 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. (Adopted 1/98, Amended 1/10)

**SECTION 16.21:** These rules are not intended to prohibit ethical albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS Participants involving commission, fees, compensation or other forms of payment or expenses.

**SECTION 16.22:** MLS Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

**SECTION 16.23:** MLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. (Adopted 11/07)

**SECTION 16.24:** MLS participants shall present a true picture in their advertising and representations to the public, including Internet content, images, and the URLs and domain names they use, and participants may not:

- a. Engage in deceptive or unauthorized framing of real estate brokerage websites;
- b. manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
- c. Deceptively use metatags, keywords or other devices/methods to direct, drive or divert Internet traffic, or to otherwise mislead consumers. (Adopted 11/07)
- d. Present content developed by others without either attribution or without permission; or
- e. otherwise mislead consumers, including use of misleading images. (Amended 1/18).

**SECTION 16.25:** The services which MLS participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (Adopted 11/09)

### **ORIENTATION:**

#### **SECTION 17. Orientation:**

Any applicant for MLS Participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. The previous sentence applies to licensees subject to fee waiver under Section 6.2 only if their waiver status is revoked. (Amended 11/04)

Pensacola Association of REALTOR® MLS members are required to attend an MLS Orientation class at the PAR office or complete an online training orientation class within ninety (90) days of joining the Pensacola Association of REALTORS® Multiple Listing Service. If ninety (90) days have passed and the member has not completed the MLS Orientation, their Paragon access will be suspended. Paragon access will be restored once the MLS member has completed the MLS Orientation class or online training. Members who have been inactive in the MLS for over 12 months are also required to attend an MLS Orientation class or complete the online training within ninety (90) days.

Participants and subscribers may be required, at the discretion of the MLS to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system change or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete orientation and any mandated additional training remotely. (Amended 11/17)

## **INTERNET DATA EXCHANGE:**

### **SECTION 18 IDX DEFINED:**

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized medium under the participant's control: websites, mobile apps. (Amended 5/17)

### **SECTION 18.1 AUTHORIZATION:**

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. (Amended 5/17)

\* Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 05/17)

### **SECTION 18.2 PARTICIPATION:**

Participation in IDX is available to all MLS participants engaged in real estate brokerage who consent to display of their listings by to other participants. (Amended 11/09)

#### **SECTION 18.2.1:**

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 5/12)

#### **SECTION 18.2.2:**

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 5/12)

#### **SECTION 18.2.3:**

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

#### **SECTION 18.2.4:**

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right to sell or exclusive agency) Selection of listings displayed through IDX must be independently made by each Participant. (Amended 11/21)

**SECTION 18.2.5:**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve hours. (Amended 11/14)

**SECTION 18.2.6:**

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

**SECTION 18.2.7:**

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 5/12)

**SECTION 18.2.8:** Any IDX site that

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

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

**SECTION 18.2.9:**

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

**SECTION 18.2.10:**

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

search results page; and that participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

#### **SECTION 18.2.11**

Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 5/15)

#### **SECTION 18.2.12**

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.\* (Amended 11/21)

\* Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application. (Amended 5/17)

### **SECTION 18.3: DISPLAY**

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

#### **SECTION 18.3.1**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions and property security information, etc.) may not be displayed. (Amended 11/21)

##### **SECTION 18.3.1.1**

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

##### **SECTION 18.3.2 Deleted May 2015**

##### **SECTION 18.3.5**

Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant’s consent and control and the requirements of state law and/or regulation. The previous sentence does not apply to licensees subject to fee waiver under Section 6.2.

##### **SECTION 18.3.6 Deleted November 2006**

### **SECTION 18.3.7**

All listings displayed pursuant to IDX shall show the MLS as the source of 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. (Amended 5/12)

### **SECTION 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that 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. (Amended 5/12)

#### **SECTION 18.3.8.1**

Participants will be required to include the Pensacola Association of REALTORS® approved disclosure:

*“Copyright© (current year) by the Multiple Listing Service of the Pensacola Association of REALTORS® This information is believed to be accurate but is not guaranteed. Subject to verification by all parties. This data is copyrighted and may not be transmitted, retransmitted, copied, framed, repurposed, or altered in any way for any other site, individual and/or purpose without the express written permission of the Multiple Listing Service of the Pensacola Association of REALTORS®. Florida recognizes single and transaction agency relationships. Information Deemed Reliable But Not Guaranteed. Any use of search facilities of data on this site, other than by a consumer looking to purchase real estate, is prohibited.”*

#### **SECTION 18.3.8.2**

If an IDX display is found in violation of PAR MLS IDX rules and regulations, the participant must make changes to an Internet or private site necessary to cure a violation of PAR MLS IDX rules and regulations within three (3) business days of notice from PAR MLS of the violation.

#### **SECTION 18.3.8.3**

PAR MLS vendor Real Estate Digital provides a framed IDX solution when a participant utilizes this IDX solution, all PAR MLS IDX rules and regulations apply.

### **SECTION 18.3.9**

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/17)

### **SECTION 18.3.12**

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



**SECTION 18.3.14**

Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. (Amended 5/12)

**SECTION 18.4 SERVICE FEES AND CHARGES**

Service fees and charges for participation in IDX shall be established annually by the Board of Directors. (Amended 5/05)

## **Policy governing use of MLS data in connection with Internet brokerage services offered by MLS Participants (“Virtual Office Websites”)**

### **I. Definitions and Scope of Policy.**

1. For purposes of this Policy, the term Virtual Office Website (“VOW”) refers to a Participant’s Internet website, or a feature of a Participant’s Internet 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 data, subject to the Participant’s oversight, supervision, and accountability.

a. “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.

a. A non-principal broker or sales licensee, affiliated with a Participant, except one subject to fee waiver under Section 6.2. may, with the Participant’s consent, operate a VOW or have a VOW operated on its behalf by an AVP. Such a VOW is subject to the Participant’s supervision and accountability and the terms of this Policy.

b. Each use of the term “Participant” in this Policy shall also include a Participant’s non-principal brokers and sales licensees other than those subject to fee waiver under Section 6.2. (with the exception of references in this section to the “Participant’s consent” and the “Participant’s supervision and accountability,” and in section III.10.a, below, to the “Participant acknowledges”). Each reference to “VOW” or “VOWs” herein refers to all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an AVP.

c. 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 Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant.

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.

2. The right to display listings in response to consumer searches is limited to display of MLS data supplied by the MLS(s) in which the Participant has participatory rights. This does not preclude a firm with offices participating in different MLSs from operating a master website with links to such offices' VOWs.
3. Participants' Internet websites, including those operated for Participants by AVPs, may also provide other features, information, or services in addition to VOWs (including the Internet Data Exchange ("IDX") function).
4. The display of listing information on a VOW does not require separate permission from the Participant whose listings will be available on the VOW.
5. Except as permitted in Sections III and IV, MLSs may not adopt rules or regulations that conflict with this Policy or that otherwise restrict the operation of VOWs by Participants.

## **II. Policies Applicable to Participants' VOWs.**

1. A Participant may provide brokerage services via a VOW that include making MLS active listing data available, but only to consumers with whom the Participant has first established a lawful consumer-broker relationship, 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 agreement(s).

2. A Participant's VOW must obtain the identity of each Registrant and obtain each Registrant's agreement to Terms of Use of the VOW, as follows:

a. A Registrant must provide his or her name and a valid email address. 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 c below). The Registrant may be permitted to access the VOW only after the Participant has verified that the email address provided is valid and that Registrant received the Terms of Use confirmation.

b. The Registrant must supply a user name and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and retrieve information from the MLS database via the VOW. The user name and password may be established by the Registrant or may be supplied by the Participant, at the option of the Participant. An email address may be associated with only one user name and password. The Registrant's password and access must expire on a date certain but may be renewed. The Participant must at all times maintain a record of the name and email address supplied by the Registrant, and the username and current password of each Registrant. Such records must be kept for not less than 180 days after the expiration of the validity of the Registrant's password. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by one or more Registrants, the Participant shall, upon request, provide to the MLS a copy of the record of the name, email address, user name, current password, and audit trail, if required, of any Registrant identified by the MLS to be suspected of involvement in the violation.

c. The Registrant must be required affirmatively to express agreement to a "Terms of Use" provision that requires the Registrant to open and review an agreement that provides at least the following:

- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- ii. That all data obtained 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 data or 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.

After the Registrant has opened for viewing the Terms of Use agreement, a "mouse click" is sufficient to acknowledge agreement to those terms. 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.

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.

d. An 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.

3. 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 properties 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.

4. A Participant's VOW must protect the MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.

5. A Participant's VOW must comply with the following additional requirements:

a. No VOW shall display listing or property address of any seller who have affirmatively directed its listing broker to withhold its listing or property address from display on the Internet. The listing broker or agent shall communicate to the MLS that a 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 listing or property address of a seller who has determined not to have the listing or address for its 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 conforms to the form attached to this Policy as Appendix A. The Participant shall retain such forms for at least one year from the date they are signed.

c. With respect to any VOW that:

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

the VOW shall disable or discontinue either or both of those features as to the seller's listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Except for the foregoing and subject to subparagraph (d), a Participant's VOW may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent a VOW from notifying its customers that a particular feature has been disabled "at the request of the seller."

d. A VOW 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 VOW operator beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The VOW operator shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for that property explaining why the data or information is false. However, the VOW operator shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

e. Each VOW shall refresh MLS data available on the VOW not less frequently than every 3 days.

f. Except as provided elsewhere in this Policy or in MLS rules and regulations, no portion of the MLS database may be distributed, provided, or made accessible to any person or entity.

g. Every VOW must display a privacy Policy that informs Registrants of the ways in which information obtained from them will be used.

h. A 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, or whether the listing broker is a Realtor®.

6. A Participant who intends to operate a VOW 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 this Policy and any other applicable MLS rules or policies.

7. A Participant may operate more than one VOW itself or through an AVP. A Participant who operates a VOW itself shall not be precluded from also operating VOWs in conjunction with AVPs.

### **III. Policies Applicable to Multiple Listing Services.**

1. A Multiple Listing Service shall permit MLS Participants to operate VOWs, or to have VOWs operated for them by AVPs, subject to the requirements of state law and this Policy.

2. An MLS shall, if requested by a Participant, provide basic “downloading” of all MLS non-confidential listing data, including without limitation address fields, listings types, photographs, and links to virtual tours. Confidential data includes only that which Participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in paragraph IV(1) of this Policy, provided that sold data (i.e., listing information relating to properties that have sold) shall be deemed confidential and withheld from a download only if the actual sales prices of completed transactions are not accessible from public records. For purposes of this Policy, “downloading” means electronic transmission of data from MLS servers to a Participant’s or AVP’s server on a persistent basis. An MLS may also offer a transient download. In such case, it shall also, if requested, provide a persistent download, provided that it may impose on users of such download the approximate additional costs incurred by it to do so.

3. This Policy does not require an MLS to establish publicly accessible sites displaying Participants’ listings.

4. If an MLS provides a VOW-specific feed, that feed must include all of the non-confidential data included in the feed described in paragraph 2 above except for listings or property addresses of sellers who have elected not to have their listings or addresses displayed on the Internet.

5. An MLS may pass on to those Participants who will download listing information the reasonably estimated costs incurred by the MLS in adding or enhancing its “downloading” capacity to enable such Participants to operate VOWs.

6. An MLS may require that Participants (1) utilize appropriate security protection, such as firewalls, as long as such requirement does not impose security obligations greater than those employed concurrently by the MLS, and/or (2) maintain an audit trail of Registrants’ activity on the VOW and make that information available to the MLS if the MLS has reason to believe that any VOW has caused or permitted a breach in the security of the data or a violation of applicable MLS rules.

7. An MLS may not prohibit or regulate display of advertising or the identification of entities on VOWs (“branding” or “co-branding”), except to prohibit deceptive or misleading advertising or co-branding. For purposes of this provision, co-branding will be presumed

not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated by or for more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

8. Except as provided in this Policy, an MLS may not prohibit Participants from enhancing their VOWs by providing information obtained from sources other than the MLS, additional technological services (such as mapping functionality), or information derived from non-confidential MLS data (such as an estimated monthly payment derived from the listed price), or regulate the use or display of such information or technological services on any VOW.

9. Except as provided in generally applicable rules or policies (such as the Realtor® Code of Ethics), an MLS may not restrict the format of data display on a VOW or regulate the appearance of VOWs.

10. Subject to the provisions below, an MLS shall make MLS listing data available to an AVP for the exclusive purpose of operating a VOW on behalf of a Participant. An MLS shall make MLS listing data available to an AVP under the same terms and conditions as those applicable to Participants. No AVP has independent participation rights in the MLS by virtue of its right to receive data on behalf of a Participant, or the right to use MLS data except in connection with operation of a VOW for a Participant. AVP access to MLS data is derivative of the rights of the Participant on whose behalf the AVP is downloading data.

a. A Participant, non-principal broker or sales licensee, or AVP may establish the AVP's right to receive and use MLS data by providing to the MLS a writing in which the Participant acknowledges its or its non-principal broker's or sales licensee's selection of the AVP to operate a VOW on its behalf.

b. An MLS may not charge an AVP, or a Participant on whose behalf an AVP operates a VOW, more than a Participant that chooses to operate a VOW itself (including any fees or costs associated with a license to receive MLS data, as described in (g), below), except to the extent that the MLS incurs greater costs in providing listing data to the AVP than the MLS incurs in providing listing data to a Participant.

c. An MLS may not place data security requirements or restrictions on use of MLS listing data by an AVP that are not also imposed on Participants.

d. An MLS must permit an AVP to download listing information in the same manner (e.g., via a RETS feed or via an FTP download), at the same times and with the same frequency that the MLS permits Participants to download listing information.

e. An MLS may not refuse to deal directly with an AVP in order to resolve technical problems with the data feed. However, the MLS may require that the Participant on whose behalf the AVP is operating the VOW participate in such communications if the MLS reasonably believes that the involvement of the Participant would be helpful in order to resolve the problem.



f. An MLS may not condition an AVP's access to a data feed on the financial terms on which the AVP provides the site for the Participant.

g. An MLS may require Participants and AVPs to execute license or similar agreements sufficient to ensure that Participants and AVPs understand and agree that data provided by the MLS may be used only to establish and operate a VOW on behalf of the Participant and not for any other purpose.

h. An MLS may not (i) prohibit an AVP from operating VOWs on behalf of more than one Participant, and several Participants may designate an AVP to operate a single VOW for them collectively, (ii) limit the number of entities that Participants may designate as AVPs for purposes of operating VOWs, or (iii) prohibit Participants from designating particular entities as AVPs except that, if an AVP's access has been suspended or terminated by an MLS, that MLS may prevent an entity from being designated an AVP by another Participant during the period of the AVP's suspension or termination.

i. Except as stated below, an MLS may not suspend or terminate an AVP's access to data (a) for reasons other than those that would allow an MLS to suspend or terminate a Participant's access to data, or (b) without giving the AVP and the associated Participant(s) prior notice and the process set forth in the applicable provisions of the MLS rules for suspension or termination of a Participant's access. Notwithstanding the foregoing, an MLS may immediately terminate an AVP's access to data (a) if the AVP is no longer designated to provide VOW services to any Participant, (b) if the Participant for whom the AVP operates a VOW ceases to maintain its status with the MLS, (c) if the AVP has downloaded data in a manner not authorized for Participants and that hinders the ability of Participants to download data, or (d) if the associated Participant or AVP has failed to make required payments to the MLS in accordance with the MLS's generally applicable payment policies and practices.

11. An MLS may not prohibit, restrict, or impede a Participant from referring Registrants to any person or from obtaining a fee for such referral.

#### **IV. Requirements That MLSs May Impose on the Operation of VOWs and Participants.**

1. An MLS may impose any, all, or none of the following requirements on VOWs but may impose them only to the extent that equivalent requirements are imposed on Participants' use of MLS listing data in providing brokerage services via all other delivery mechanisms:

a. A Participant's VOW may not make available for search by or display to Registrants the following data intended exclusively for other MLS Participants and their affiliated licensees:

i. Expired, withdrawn, or pending listings.

ii. Sold data unless the actual sales price of completed transactions is accessible from public records.

- iii. The compensation offered to other MLS Participants.
- iv. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- v. The seller(s) and occupant(s) name(s), phone number(s) and email address(es), where available.
- vi. Instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property.

b. The content of MLS data that is displayed on a VOW may not be changed from the content as it is provided in the MLS. MLS data may be augmented with additional data or information not otherwise prohibited from display as long as the source of such other data or information is clearly identified. This requirement does not restrict the format of MLS data display on VOWs or display of fewer than all of the listings or fewer authorized data fields.

c. There shall be a notice on all MLS data displayed indicating that the data is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may also include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

d. Any listing displayed on a VOW shall identify the name of the listing firm in a readily visible color, and reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

e. The number of current or, if permitted, sold listings that Registrants may view, retrieve, or download on or from a VOW in response to an inquiry may be limited to a reasonable number. Such number shall be determined by the MLS, but in no event may the limit be fewer than 100 listings or 5% of the listings in the MLS, whichever is less.

f. Any listing displayed on a VOW shall identify the name of the listing agent.

2. An MLS may also impose the following other requirements on the operation of VOWs:

a. Participants displaying other brokers' listings obtained from other sources, e.g., other MLSs, non-participating brokers, etc. shall display the source from which each such listing was obtained. b. A maximum period, no shorter than 90 days and determined by the MLS, during which Registrants' passwords are valid, after which such passwords must be changed or reconfirmed.

3. An MLS may not prohibit Participants from downloading and displaying or framing listings obtained from other sources, e.g., other MLSs or from brokers not participating in that MLS, etc., but may require either that (i) such information be searched separately from listings obtained from other sources, including other MLSs, or (ii) if such other sources are searched in conjunction with searches of the listings available on the VOW, require that any

display of listings from other sources identify such other source.

EFFECTIVE DATE: MLSs have until not later than [90 DAYS AFTER ENTRY OF THE FINAL JUDGMENT] to adopt rules implementing the foregoing policies and to comply with the provisions of section III above, and (2) Participants shall have until not later than 180 days following adoption and implementation of rules by an MLS in which they participate to cause their VOW to comply with such rules.

See Appendix A for Seller Opt-Out Form

**VIRTUAL OFFICE WEBSITE:**

**SECTION 19.1 (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, except one subject to fee waiver under Section 6.2 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.

**SECTION 19.1 (b):** As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees other than those subject to fee waiver under Section 6.2 – 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.

**SECTION 19.1 (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.

**SECTION 19.1 (d):** As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by by Participants to the MLS and aggregated and distributed by the MLS to Participants.

**SECTION 19.2 (a):** The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

**SECTION 19.2 (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").

**SECTION 19.2 (c):** Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

**SECTION 19.3 (a):** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

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

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

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

**SECTION 19.3 (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.

**SECTION 19.3 (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.

**SECTION 19.3 (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.

**SECTION 19.3 (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.

**SECTION 19.3 (f):** The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

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

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

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

**SECTION 19.6 (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:

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

**SECTION 19.6 (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 19.7(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

**SECTION 19.7 (b):** Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**SECTION 19.8:** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**SECTION 19.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**SECTION 19.10:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**SECTION 19.11:** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**SECTION 19.12:** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price or type of property.

**SECTION 19.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**SECTION 19.14:** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**SECTION 19.15:** A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

a. expired and withdrawn listings

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

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

**SECTION 19.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

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

**SECTION 19.18:** A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. (Amended 11/21)

**SECTION 19.19:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

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

**SECTION 19.20:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

(Note: The number of days passwords remain valid before being changed or reconfirmed must be specified 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 19.21:** A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third



party.

**SECTION 19.22:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**SECTION 19.23:** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

**SECTION 19.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Appendix A  
Seller Opt-Out Form**

1.[Check one]

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

Or

b. [Check here] 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

## Appendix B Definitions

### **STATUS DEFINITIONS**

Active Status:	The property must be immediately available for showing with the Seller/Lessor is soliciting offers through the MLS. No offer (with or without contingencies) has been accepted.
Cancelled Status:	The Seller/Lessor is not soliciting offers through the MLS. The Seller/Lessor and Broker have <u>cancelled the existing listing contract.</u>
Coming Soon Status:	A pre showing temporary status where the seller/lessor is not soliciting offers through the MLS. The property is not available for showing but the listing contract between the seller/lessor is in effect. The listing will not accrue Days on Market while in a Coming Soon status.
Contingent Status:	The listing is under contract with contingencies.
Expired Status:	The Seller/Lessor is not soliciting offers through the MLS. The time frame of the existing listing agreement has run out.
Pending Status:	The listing is under contract with no contingencies.
Partial Status:	Temporary status which allows agents to input a listing, edit and run reports before placing the listing active. The listing will not accrue days on market while in a partial status.
Rented Status:	Rental/Lease agreement is in effect.
Sold Status:	Closing has occurred and the property is no longer for sale.
Temporarily Off the Market:	While the listing contract with the Broker is still in effect and offers are still being solicited, showings for this listing are temporarily suspended.
Withdrawn Status:	The Seller/Lessor is not soliciting offers through the MLS. The property is not available for showing but the <u>listing contract between the Seller/Lessor and the Broker remains in effect until its expiration date.</u> Listings placed in a withdrawn status will be automatically changed by the system to an expired status upon the expiration date.

## **PROPERTY TYPE DEFINITIONS**

Boat Slip:	A storage place for a boat that may be wet or dry.
Condominium:	Property where the land parcel is deeded to a Condominium Association. Owners have a deed to a unit and an undivided interest in the common areas within the development. There is usually one or more buildings subdivided into units but could be detached structures on common ground, depending on how the condominium documents are written.
Manufactured Home:	Factory built home produced under building code administered by the U.S. Department of Housing and Urban Development (HUD).
Residential Attached:	Multiple separate housing units for residential inhabitants are contained within one building which share one or more inside walls but do not share common elements.
Residential Detached:	Free standing residential building that does not share any inside walls with any other house or dwelling.

## **CONSTRUCTION STATUS DEFINITIONS**

To Be Built:	Lot with proposed plan.
Under Construction:	Permit has been pulled to begin construction. Listing must stay in an Under Construction status until builder/seller has a certificate of occupancy.
New Construction:	All construction must be complete and builder/seller has a certificate of occupancy.
Resale:	Listing that has been previously owned and/or occupied.

## **OTHER DEFINITIONS**

Approximate Main SqFt	The enclosed living area in a house that is suitable for year-round use, embodying walls, floors and ceilings that are finished similar to the rest of the house and climate controlled, measured as the square footage of each connected level at floor level to the exterior finished surface of the outside walls.
Approximate Detached SqFt	The enclosed living area that is suitable for year-round use, embodying walls, floors and ceilings that are not connected to the main residence by a finished, climate controlled hall or stairway. If you have to leave the main residence to get to the area it is considered "Detached SqFt" NOT "Main SqFt." Square footage is measured as the square footage of the area(s) measured at floor level to the exterior finished surface of the outside walls.
Continuous Days on Market	Continuous days on market are taken from the days on market of a listing that has not been off market for 30 days. This field is not syndicated. A listing must be off ma for 30 days to get a new MLS number and for the continuous days on market to start at zero.
Days on Market	Days on market is calculated from the date entered into the Market Date field and only accrue while the listing is in an active status. This field is not syndicated. A listing must be off market for 30 days to get a new MLS number and for the days on market to start at zero.
Days Under Contract	Days under contract accrue when the listing is in a contingent or pending status. This field is not syndicated.
List Date	The date on the listing agreement that the listing term begins. This is NOT necessarily the date of the parties' signatures.
Market Date	The date that the seller/lessor has requested in writing that the listing be placed active in the Multiple Listing Service. The Market Date shall be indicated in either the listing agreement or coming soon addendum. Should the listing go active before the stated Market Date, the actual date of activation shall be considered the Market Date.

Self-Contained Living Area	An area with a separate entrance providing complete, independent living facilities for one or more people, including permanent provisions for living, sleeping, eating, cooking and sanitation.
Seller's Concessions	Costs paid by seller that are not typically paid by seller on behalf of the buyer. Concessions can also include personal property/gifts used in negotiation of the contract.
Virtual Staging	Using photo editing software to create a photo(s) or conceptual rendering(s) of what the Interior room(s) and/or Interior of the property could look like if it was staged or lived in. Virtual Staging shall only be used for the Interior of an existing structure or exterior limited to personal property.
Waterfront:	Property that fronts the water and has no road to cross to get to the water or condominiums that have common areas on the water. With waterfront condominium complexes all units are considered waterfront.
Waterview:	Property where the water may be viewed without extraordinary efforts but where the property does not front the water, or where the property is across a road from the water.
Year Built:	The year in which the property was constructed per county records. If the County Property Appraiser has issued an effective year built, it can be indicated in the property description field.

## **LEVELS DEFINITIONS**

Level Definition Condominium:	When listing room dimensions for condominiums, levels should correspond to the floor that the condominium unit is located.
Level Definition Residential:	When listing room dimensions for homes on pilings, level one begins on the first level of living area.

**NOTE: Additional definitions are available at [www.parmwiki.com](http://www.parmwiki.com).**