

**GOLDEN ISLES MULTIPLE LISTING SERVICE, INC.**  
**RULES AND REGULATIONS**

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**(a wholly owned subsidiary of the**  
**Golden Isles Association of Realtors®)**  
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## Definitions:

**API:** an abbreviation of **application program interface**, is a set of routines, protocols, and tools for building software applications. The API specifies how software components should interact and APIs are used when programming graphical user interface (GUI) components.

**“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.

**Co-mingling:** NAR Board of Directors approved a policy recommendation allowing brokers to co-mingle listing data from multiple MLSs and make it available to consumers in a single search on their respective websites — a capability prospective buyers already have on third-party portals such as Zillow, Trulia and realtor.com (as long as the source is disclosed).

[Golden Isles Multiple Listing Service, Inc., a wholly owned subsidiary of the Golden Isles Association of REALTORS®, provides cooperative service in which members, e.g. brokers/Participants, may share listing data and offers of compensation in the sale and leasing of real property](#)

**IDX:** An Internet Data Exchange (IDX) is a real estate property search site which allows the public to conduct searches of approved Multiple Listing Service properties in a certain area. IDX Feeds include RETS (see below) feeds and FTP (File Transfer Protocol) Pulls. These feeds allow Participants to pull or feed data from an MLS to their respective IDX websites.

**Multiple Listing Service:** Technology platform in which listing data is submitted and disseminated to members and the public

**Participant:** Qualifying Broker (or designated managing Broker) of a licensed brokerage firm who is a member of the Golden Isles Multiple Listing Service, Inc.

**RESO Data Dictionary:** The Data Dictionary serves as the real estate industry’s “Rosetta Stone” for real estate data. Hundreds of MLS, and other source providers, gather data, and the Data Dictionary ensures that each system “speaks” the same language. It is the common standard that defines real estate data in consistent terms and data structures; a template data provider may follow to format its most common fields. The RESO Dictionary has two purposes.

1. Serve as a non-RETS guideline for a national standard for the fields and look-ups (enumerations) in the MLS.
2. Common center for all expressions of fields and enumerations.

**RETS:** Real Estate Transaction Standard is a framework used in Canada & the United States by the real estate industry to facilitate the exchange of data. RETS was launched in 1999 by

the National Association of Realtors and related groups. RETS can be adopted by computer systems to receive data from the Multiple Listing Service (MLS) servers, as well as those of other real estate systems provided they also have software installed designed to communicate using the RETS framework. The National Association of Realtors refers to RETS as a "common language"

**Subscriber:** a licensed agent who is a member of the Golden Isles Multiple Listing Service, Inc.

**VOW:** 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. 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.

## **INTRODUCTION**

The Golden Isles Multiple Listing Service, Inc., (GIMLS) is a Brokerage Multiple Listing Service for residential, commercial and land and also offers a residential rental and/or leasing information by its MLS Provider.

The rules & regulations apply to all listings in the GIMLS, including residential rental and/or leasing information.

## **PURPOSE (excerpts from the National Association of REALTORS® Handbook on Multiple Listing Policy)**

Through the facility of multiple listing, information concerning individual listings can be made known to all who participate in the activity. The Golden Isles Multiple Listing Service, Inc. (GIMLS), is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buy agents, or in other agency or nonagency capacities define by law); by which cooperation among Participants is enhanced, by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease).

## **LISTING PROCEDURES**

- **Section 1. Listing Procedures**
- Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of the Multiple Listing Service, and are taken by Participants on an exclusive-right-to-sell contract or exclusive agency listing contract shall be submitted to the multiple listing service within 48 hours after all necessary signatures of the seller(s) have been obtained. The term "submitted" is defined as entry of the listing information into the MLS Computer system. Exclusive-right-to-sell contracts and exclusive agency listing contracts are to be filed in the listing brokers office and retained as per State law. The MLS reserves the right to randomly audit said contracts and may request that the broker provide a copy to the MLS Office within twenty-four (24) business hours of the request. Failure to comply shall result in the withdrawal of the listing from the MLS by the Service.
- Single-family homes/condos/townhomes for sale or exchange.
- Vacant lots and acreage for sale or exchange.
- Two-family, three-family, and four-family residential buildings for sale or exchange.
- Commercial/ income properties.

**NOTE 1:** The term "submitted" is intended to mean entry of the listing information into the MLS Computer system.

**NOTE 2:** Refer to Section 20 of these rules and regulations regarding lockbox requirements and procedures.

**NOTE 3:** The Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a "Property Data Form" may be required as approved by the Multiple Listing Service. However, the Multiple Listing Service, through its legal counsel:

May reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the Participants.

Assure that no listing form establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller).

The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the multiple listing service acting as subagents, buyer agents, or both.

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service.

The different types of listing agreements include:

- exclusive right-to-sell
- open
- exclusive agency

The service may not accept **net listings** because they are deemed unethical and is illegal in the State of Georgia. **Open listings** are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.

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

The **exclusive agency listing** also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. **Exclusive agency listings and exclusive right-to-sell listings** with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and

administrative problems not posed by exclusive right-to- sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations.

**NOTE 4:** A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The multiple listing service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

**NOTE 5:** 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)* **M**

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

### **Section 1.1 Types Of Properties**

Some of the types of properties that may be published through the Service, including types described in the preceding paragraph, that are required to be filed with the Service and other types that may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker:

1. Residential/condo/townhouses
2. Land/subdivided lots
3. Commercial/Industrial/Business Opportunity
4. Multiple family/residential income
5. Long and short term rentals

#### **Section 1.1.1 Listings Subject To Rules And Regulations Of The Service**

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

A specific property may be submitted so as to appear in the computer ONLY one time, unless the property is being sold AND leased, in which case the listing may appear in the listing portion and the rental portion of the Multiple Listing Service. Participant and Seller should determine the appropriate category, i.e. RES vs. CIB, MUL vs. CIB, etc.

### **Section 1.2 Details On Listing Filed With The Service**

A Listing Agreement or Property Data Form, when submitted to the Multiple Listing Service by the listing broker shall be complete in every detail, which is ascertainable as specified on the Property Data Form and must be signed by seller(s).

### **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. **M (2021)**

### **Section 1.2.1 Limited Service Listings**

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

- a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c) advise the seller(s) as to the merits of offers to purchase
- d) assist the seller(s) in developing, communicating, or presenting counter-offers
- e) participate on the seller's(s') behalf in negotiations
- f) leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. *(Adopted 5/01)*

### **Section 1.2.2 MLS Entry Only Listing**

Listing agreements under which the listing broker will not provide any of the following services:

- a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)



- c) advise the seller(s) as to the merits of offers to purchase
- d) assist the seller(s) in developing, communicating, or presenting counter-offers
- e) participate on the seller's(s') behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g., **EO**) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

### Section 1.3 Exempted Listings

If the seller refuses to permit the listing to be disseminated by the Service, the Participants may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.

Note 1: Section 1.3 is not required if the service does not require all (indicate type[s] of listing[s]) accepted by the service) listings to be submitted by a Participant to the service.

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

#### **SECTION 1.3.1 COMING SOON LISTINGS**

"Coming Soon" is a "Premarket" timeframe. Showings and Open Houses to the public are **not permitted** during this period. If the Seller insists on accepting an offer during this period, a copy of the "[Notice to Seller Regarding Instructions to Accept an Offer Prior to Active For-Sale](#)" in the MLS **must** be signed by the Seller and the Participant or the Participant's Designee and submitted to the GIMLS office within 48 hours of the change to Pending or Active Contingent Status.

#### **SECTION 1.3.2 SUBMITTING COMING SOON LISTINGS TO THE SERVICE**

No property can be advertised as "Coming Soon" or "Premarket" without written authority from the seller. If a seller has authorized a Listing Broker to market his or her property as "Coming Soon," that listing must be submitted to the Service. The Listing Broker/Agent cannot advertise the property on social media or any other source during the "Coming Soon" period without the expressed written approval from the Owner and without specific verbiage regarding showings and offers clearly visible to the public.

When submitting a "Coming Soon" Listing to the Service, the listing agent must comply with the following listing procedures:

- a) Submit the listing as Active and include the following verbiage, **verbatim**, at the beginning of the Public Remarks in all capital letters: "COMING SOON – CAN'T BE SHOWN NOR RECEIVE OFFERS PRIOR TO ACTIVE FOR-SALE DATE [Date of Active For-Sale]."
- b) The "Date of Active For-Sale" (DAFS) cannot be more than 14 days from the input date. At which time, the verbiage must be deleted, and a full Active For-Sale Period begins.

- c) The listing cannot be considered “Coming Soon” for more than the 14 days, but the verbiage can be deleted from Public Remarks prior to the DAFS and be considered Active For-Sale.
- d) The initial DAFS cannot be extended beyond the 14-day period.
- e) The listing cannot be moved to Pending prior to the DAFS.
- f) Photos will be required at the end of the DAFS but not required for the initial listing.
- g) The property will not be allowed to have a lockbox installed on it until the DAFS and then must be installed within 3 (three) days, unless a seller-signed lockbox addendum waiving use of a lockbox has been uploaded to the MLS listing.
- h) The Listing Agent must upload the document titled “[Notice to Seller Regarding Instruction to Exclude or Delay For-Sale Listing from the Multiple Listing Service.](#)” This document must be uploaded to Supplements in MLS.

### **SECTION 1.3.3 FINES FOR NON-COMPLIANCE OF COMING SOON LISTING POLICY**

Failure to abide by the Coming Soon Listing policy described in Sections 1.3.1 and 1.3.2 will be subject to fines not to exceed \$16,000, suspension from the Service from 30 days to 1 year, and up to 3-year termination of access to the Service. Coming Soon listings submitted to the Service must have the following verbiage entered into the beginning of the Public Remarks “COMING SOON – CAN’T BE SHOWN NOR RECEIVE OFFERS PRIOR TO ACTIVE FOR-SALE DATE [Date of Active For-Sale]” and must upload the “[Notice to Seller Regarding Instruction to Exclude or Delay For-Sale Listing from the Multiple Listing Service](#)” document to Supplements in MLS. Failure to include both verbiage and document will result in a courtesy notice to the Listing Agent for non-compliance. After 3 days, if the listing remains out of compliance, a \$25 fine will be issued to the Listing Broker, and the listing will be withdrawn by MLS staff if the listing remains non-compliant after an additional 3 days.

For Coming Soon listings that were not submitted to the Service, a courtesy notice will be sent to the Participant for the 1<sup>st</sup> Offense, a \$1000 fine will be sent to the Participant for the 2<sup>nd</sup> Offense, a \$5000 fine will be sent to the Participant for the 3<sup>rd</sup> Offense, and a \$10,000 fine will be sent to the Participant for the 4<sup>th</sup> Offense. The Listing Broker and Agent must also attend MLS orientation after the 4<sup>th</sup> Offense. Subsequent offenses could result in suspension and/or termination from the Service.

### **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 submitted to the Service within forty-eight (48) hours (except weekends, postal holidays and holidays) after the authorized change is received by the listing broker.

### **Section 1.4.1 Explanation Of Listing Statuses**

Any agreements listed below must be on file in the Participant’s office. These agreements/documents must be provided to the GIAR MLS office when requested. The following status conditions are the standard for the GIMLS and are defined as follows:

- a) Active –listing is freely marketable and has a signed listing agreement on file in the Participant's possession. If this fact changes in any way the status must be changed in the MLS within forty-eight (48) hours (except weekends, postal holidays and holidays) of the change.
- b) Active Call Agent – listing has a fully executed Purchase and Sale Agreement and that contract is contingent under one of the two situations below. When the contingency listed is completed and the time limit passed the status must be changed in the MLS within forty-eight (48) hours (except weekends, postal holidays and holidays) of the change.
  - i) In a due diligence period
  - ii) Has a Contingency Exhibit with a Buyer Kickout Clause attached and on file in the Participant's possession, if requested by the GIAR MLS office
- c) Pending – listing has a fully executed Purchase and Sale Agreement on file in the Participant's possession, and the due diligence period has ended and/or any contingencies with the exception of financing has been fulfilled or terminated. The status must be changed in the MLS within forty-eight (48) hours (except weekends, postal holidays and holidays) of the status change.
- d) Withdrawn –The Participant has a signed copy of a withdrawal from the Seller on file in the Participant's possession. Status must be changed in the MLS within forty-eight (48) hours (except weekends, postal holidays and holidays) of the receipt of withdrawal.
- e) Expired – the listing has expired and has not been extended. When the original listing contract dates have lapsed and no extension has been received, in writing, the status must be changed in the MLS within forty-eight (48) hours (except weekends, postal holidays and holidays) of the change. This should be an automatic change in the system.
- f) Sell Listing (Sold) –The fully executed Purchase and Sale Agreement on file in the Participant's possession has been consummated or executed. At that time the status must be changed in the MLS within five (5) business days of the consummation.
- g) Temporarily Off Market – The Participant has a signed statement from the Owner on file that the property is to be temporarily taken off of the market. At that time the status must be changed in the MLS within forty-eight (48) hours (except weekends, postal holidays and holidays) of the change.
- h) Rent – A fully executed Lease Management Agreement has been signed and the Participant has the agreement on file. Once received, the status must be changed in the MLS within forty-eight (48) hours (except weekends, postal holidays and holidays) of the change. Once the property has been rented/leased, the property must be removed from the GIMLS within forty-eight (48) hours (except weekends, postal holidays and holidays) of the change.

- i) Bring Listing Back to Active –Participant has a signed letter on file from the owner authorizing the listing that has been temporarily off the market to be restored to active status. Upon receipt, the status must be changed in the MLS within forty-eight (48) hours (except weekends, postal holidays and holidays).

#### **SECTION 1.4.2 Fines For Non-Compliance Of Section 1.4, Section 1.4.1**

If a Participant does not change the status of a listing in the allotted time frame a fine of \$25.00 per day up to 5 days will be assessed. If the status is not changed after 5 days, a fine of \$75.00 per day will be assessed for an additional 5 days. After this time, the Participant will be charged an additional fine of \$500. Multiple assessments of fines may result in the suspension of the Participant's ability to use the MLS.

#### **Section 1.5 Withdrawals Of Listing Prior To Expiration**

Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement, provided notice is submitted to the Service and the listing broker has written authorization from the seller(s).

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

#### **Section 1.6 Contingencies Applicable To Listings**

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

#### **Section 1.7 Listing Price Specified**

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of 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, timely notification should be given to the Multiple Listing Service.

#### **Section 1.8.1 Listing Under Construction Property**

Any MLS property listing that does not yet physically exist, or that is contemplated to be built, must carry a valid building permit issued by the appropriate authority and should be marked as "proposed" under the New Construction description in the listing. No listing entry will be allowed under GI MLS that does not have a valid building permit. The permit number must be included in the Building Permit number field in MLS. All proposed new constructions must begin construction within ninety (90) days of submission to MLS or else face fines and/or listing withdrawal.

### **Section 1.9 No Control Of Commission Rates Or Fees Charged By Participant**

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

### **Section 1.10 Expiration, Extension, And Renewal Of Listings**

Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. *(Amended 11/01)*

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the Service. *(Amended 11/01)*

### **Section 1.11 Termination Date On Listings**

Listings submitted to 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 Association of REALTORS® are required to be submitted to the Service. Listings of property located within those counties adjoining the Association's service area will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. Listings from any other area in the State of Georgia will be accepted by the Service and will be added as a listing in the MLS under **OTHER**.

### **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 and Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently submitted to 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 or MLS (or both) for failure to pay appropriate dues, fees or charges, a Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of the current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his/her 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, Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all

listings currently submitted to the MLS by the expelled Participant 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 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 of the intended removal so that the expelled Participant may advise his/her 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 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/her 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. (2021) **M**

## **SELLING PROCEDURES**

### **Section 2. Showing And Negotiations**

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

- a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly,
- b) or after reasonable effort, the cooperating broker cannot contact the listing broker or his/her representative. However, the listing broker, at his/her option, may preclude such direct negotiations by cooperating brokers.

### **Section 2.1 Presentation Of Offers**

The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker (buyer agent or subagent) a satisfactory reason for not doing so.

### **Section 2.2 Submission 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 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(s) 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 counteroffers 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**

Cooperating participants or their representatives has the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. They do not have the right to be present at any discussion or evaluation of the offer by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that the cooperating brokers may not be present when an offer they procure are presented, cooperating brokers have the right to a copy of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for presentation of offers.

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. **M**

### **Section 2.4 Right Of Listing Broker In Presentation Of Counter-Offers**

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

### **Section 2.5 Reporting Sales To The Service**

Status changes, including final closing of sales and sale prices, shall be reported to the multiple listing service by the listing broker within **24** hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within **24** hours after occurrence and the listing broker shall report them to the MLS within **48** hours after receiving notice from the cooperating broker. (Amended 11/08)

**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, then reporting of the sale price may be required by the MLS.

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

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

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing Participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. *(Adopted 11/11)*

**NOTE 3:** As established in the Virtual Office Website (“VOW”) policy, 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 update the status of the listing in the MLS within twenty-four (24) hours with regard to a contingency submitted to the MLS that has been fulfilled or renewed, or the agreement cancelled.

### **Section 2.7 Advertising Of Listing Submitted To 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 update the status immediately to the MLS of the cancellation of any pending sale and the listing shall be reinstated **immediately**.

### **Section 2.9 Disclosing the Existence of Offers**

Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller’s approval, disclose the existence of offers on the property. Where disclosure is authorized, 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. (Amended 11/08)

### **Section 2.10 Availability of Listed Property**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 11/05)

## **REFUSAL TO SELL**

### **Section 3. Refusal To Sell**

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

## **PROHIBITIONS**

### **Section 4. INFORMATION FOR PARTICIPANTS ONLY**

Any listing submitted to the Service shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker.

#### **Section 4.1 "For Sale" Signs**

Only the "For Sale" signs of the listing broker(s) may be placed on the property.

#### **Section 4.2 "Sold" Signs**

"Sold" signs may be placed on a property after closing with permission of the buyer/owner.

#### **Section 4.3 Solicitation Of Listing Submitted To The Service**

Participants shall **NOT** solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

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

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

This section is also intended to encourage brokers to participate in the service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or 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 TERMS MLS AND MULTIPLE LISTING SERVICE**

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

#### **Section 4.5 REMARKS FIELD**

Only information that is descriptive and relevant to an accurate portrayal of the property being marketed may be included in the general "REMARKS" field. Information considered specific to the agent/office contact, or self-advertising and promotional is prohibited. Specific information prohibited in the general remarks field includes, but is not limited to, agent/office name, agent/office phone number, cell phone numbers, email addresses, website addresses, URL, or an HTML link of any kind that directly or indirectly link to any company or agent advertising, or any other information of this nature. Information specific to the office or agent may be entered into the "Agent Only Remarks" field.

#### **Section 4.6 SERVICES ADVERTISED AS "FREE"**

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

### **DIVISION OF COMMISSIONS**

#### **COMPENSATION SPECIFIED ON EACH LISTING**

The listing broker shall specify, on each listing submitted to the MLS, the compensation offered to other MLS Participants for their services in the sale of such listings. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of 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 an Association of REALTORS<sup>®</sup>, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.\* (Amended 11/96)

\*The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by an Association Multiple Listing Service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The 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 the net sales price defined as the gross sales 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 subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different. (Amended 11/96)

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of ~~his~~ 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 Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the Association Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Association Multiple Listing Service shall not disclose in any way the total commission negotiated between the seller and the listing broker. (Adopted 3/07)

**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. (Adopted 3/07)

**NOTE 3:** The multiple listing service shall make no rule on the division of commissions between Participants and Non-participants. This should remain solely the responsibility of the listing broker. (Adopted 3/07)

**NOTE 4:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court 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. (Amended 5/09)

#### **Section 5.0.1 Disclosing Potential Short Sales**

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing Participants. When disclosed, Participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants. (Amended 5/09)

#### **Section 5.1 Participants 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 MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants.

#### **Section 5.2 Participant As Purchaser**

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

#### **Section 5.3 Dual Or Variable Rate Commission Arrangements**

The existence of a dual or variable rate commission agreement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the MLS (**use VR for variable rate, or FR for fixed rate** in the commission field). 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. (Amended 11/21) **M**

## **SERVICE CHARGES**

### **Section 6. Service Fees And Charges**

The following service charges for operation of the MLS are set by the Board of Directors and are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

- a) **Initial Participant Application Fee:** An applicant for participation in the Service shall pay an application fee as determined and published annually. The application fee shall accompany the application.
- b) **Recurring Participation Fee:** A Participant shall pay a recurring participation fee for each and every office, excluding branch offices that *do not* participate in the Association's MLS, in the form of monthly dues. A Participant shall also pay monthly service fees based on the number of agents licensed with the Participant including licensed and certified appraisers affiliated with the Participant. Such fees are due upon receipt of invoice and delinquent on the 12<sup>th</sup> of the Month with a late charge of \$20.00 or 20% whichever is greater, added after that date.
  - i. 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. **M** (Amended 8/2018)

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

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

- c) **Resignation from MLS.** Participants of the service may discontinue the Service by giving the Service 15 days written notice. Participant will be responsible for the monthly fee to the end of the resignation month. Participant may reapply to the Service after three months by making formal application in the manner prescribed for new applicants for participation provided all past dues and fees are fully paid.

## COMPLIANCE WITH RULES

### **Section 7. Compliance With Rules**

By becoming and remaining a Participant or Subscriber in this MLS, each Participant and Subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions.

Discipline that may be imposed may only consist of one or more of the following:

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

Note 1: A Participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14) **M**

Note 2: MLS Participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by Participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's Participant and the Participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20) **M**

### **Section 7.1 Compliance of Rules**

The following action may be taken for non-compliance with the rules:

- a) All MLS fees will be billed in arrears and are due upon receipt and late after the 12th. Ten days written notice will be given to those who have not paid by the 12th and service will be interrupted if the fees still remain unpaid at the end of the ten days.
- b) All past dues fees plus a \$50 reconnection /administrative fee must be paid in advanced prior to service being reconnected.
- c) For failure to comply with any other rule, the provision of Sections 9 and 9.1 shall apply.

### **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 one (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 Sections 9 and 9.1 shall apply

**Note:** Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. *(Amended 11/88)* **R**

### **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. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with the Participant. *(Adopted 4/92)*

**Note:** Adoption of Section 7.2 is optional and should be adopted by multiple listing services desiring to establish authority to impose discipline on non-principal users or subscribers affiliated with MLS members or Participants. *(Adopted 4/92)*

## **MEETINGS**

### **Section 8. Meetings**

Meetings of the Participants in the Service or the Board of Directors of the Multiple Listing Service for the transaction of business of the Service shall be held in accordance with the provisions of Article 9, Bylaws of the Service.



## **ENFORCEMENT OF RULES AND DISPUTES**

### **Section 9. Consideration of Alleged Violations**

The Board of Directors of the Service 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 the sole discretion of the 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) M

### **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 violation of one or more of the provisions of Section 16 of the rules and regulations, or a request for arbitration, it may be administratively considered and determined by the MLS board of directors of the Service and if a violation is determined, the board of directors may direct the imposition of sanction provided that the recipient of such sanction may request a hearing before the Compliance Committee within twenty (20) days following receipt of the directors' decision.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the Compliance Committee may be appealed to the Board of Directors of the Service within twenty (20) days of the Compliance Committee's decision.

Alleged violations of Section 16 of the rules and regulations shall be referred to the Georgia Association of REALTORS® through the professional standards cooperative enforcement agreement between the Golden Isles Association and the Georgia Association for processing in accordance with the professional standards procedures of the association. Alleged violations involving unethical conduct shall be referred to the Georgia Association of REALTORS® through the professional standards cooperative enforcement agreement between the Golden Isles Association and the Georgia Association 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 Georgia Association of REALTORS® through the professional standards cooperative enforcement agreement between the Golden Isles Association and the Georgia Association. (Adopted 4/14)

### **Section 9.2 Complaints of Unethical Conduct**

All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Association of Realtors® for appropriate action in accordance with the professional standards procedures established in the Association's bylaws. (Amended 11/88)

### **Section 9.3 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 9.3 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.

### **Section 9.4 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.

Note: Adoption of Sections 9.3 and 9.4 are not required if the MLS has adopted alternative procedures to address alleged misuse of listing content that includes notice to the alleged infringer.

## **CONFIDENTIALITY OF MLS INFORMATION**

### **Section 10. Confidentiality of MLS Information**

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

### **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 submitted to the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

### **Section 10.2 Access to Comparable and Statistical Information**

Association Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with Association Members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise specified in these Rules and Regulations.

## **OWNERSHIP OF MLS COMPILATION AND COPYRIGHT**

### **Section 11. Ownership of MLS Compilation and Copyright**

By the act of submission 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 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.

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

One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user

posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, Participants, and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

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

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see [17 U.S.C. §512](#). (*Adopted 11/15*)

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

### **Section 11.1 Copyrights**

All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the GOLDEN ISLES Multiple Listing Service, Inc. and in the copyrights therein, shall at all times remain vested in the GOLDEN ISLES Multiple Listing Service, Inc.

By submitting photographs to the GIMLS, the Participant and/or subscriber represents and warrants that it either owns the right to reproduce and display these photographs or has procured such rights from the appropriate party, and has the authority to grant and hereby grants the GIMLS and the other Participants and subscribers the right to reproduce and display the photographs in accordance with these rules and regulations. Use of photographs by a subsequent listing agent requires prior written authorization from the originating listing, or appropriate party. Branding of photographs with any information or additional images is prohibited.

### **Section 11.2 Compilation Entitlement**

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

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

## **USE OF COPYRIGHTED MLS COMPILATIONS**

### **Section 12. Distribution**

Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Golden Isles Association of Realtors®, and shall not distribute any copies to persons other than persons who are affiliated with such Participant as licensees or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by a 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 a Association Multiple Listing (*Amended 4/92*)

### **Section 12.1 Display**

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

### **Section 12.2 Reproduction**

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

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

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those

licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables," or statistical information from utilizing such information to support valuations on particular properties for client 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 05/14)

It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable", as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this/her intent, and thus "reasonable" in number, shall include, but are not limited to, the total number of listings in the MLS Compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

## **USE OF MLS INFORMATION**

### **Section 13. Limitations On Use Of MLS Information**

Use of information from the MLS compilation of current listing information, from the Association's "Statistical Report," or from any "sold" or "comparable" report of the 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 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 Golden Isles Multiple Listing Service, Inc. for the period (date) through (date)."

## **CHANGES IN RULES AND REGULATIONS**

### **Section 14 Changes in Rules and Regulations**

Amendments to the rules and regulations of the service shall be by consideration and approval of the board of directors of the multiple listing service, subject to final approval by the board of directors of the Golden Isles Association of REALTORS® (shareholder).

## **ARBITRATION OF DISPUTES**

### **Section 15. Agreement of Participant to Arbitrate**

By becoming and remaining a Participant in the MLS, 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 Board 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 Associations of REALTORS®, they remain obligated to arbitrate in accordance with the Georgia Association of REALTORS® Interboard Arbitration Procedures. In instances where the State Association does not provide Interboard arbitration, the arbitration shall be conducted in accordance with any existing Interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in Part Eleven of the ***Code of Ethics and Arbitration Manual*** of the National Association.

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 Client – Participant Relationship**

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. (Amended 1/04)

### **Section 16.2 Consent to Place Signs**

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

### **Section 16.3 Extension of Offers**

MLS Participants acting as subagents 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. (Amended 1/04)

### **Section 16.4 Solicitation of Unexpired Listings**

MLS Participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the 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 Solicitation of Agency Agreements**

MLS Participants shall not solicit buyer/tenant agency agreements from buyer/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an 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 Use of Listing Information**

MLS Participants shall not use information obtained from listing brokers through offers to cooperate made 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. (Amended 11/01)

### **Section 16.7 Expired Agreements**

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 Solicitation for Future Business**

The fact that a prospect has retained a 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. (Amended 1/04)



### **Section 16.9 Additional Commission Agreement**

MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/04)

### **Section 16.10 Participants Right to Discuss Exclusive Relationship**

When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type of 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 Cooperating Broker Compensation**

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 General Announcements to Prospects**

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. (Amended 1/04)

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another 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. (Amended 1/04)

### **Section 16.13 Obligation for entering into a Representation Agreement**

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. (Amended 1/04)

#### **Section 16.14 Disclosure of Relationship**

MLS Participants, acting as buyer or tenant, representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. (Amended 1/04)

#### **Section 16.15 Disclosure to Seller/Landlord of Unlisted Property**

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. (Amended 1/04)

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

**Section 16.16 Disclosure of Representation of Sellers/Landlords** MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 1/04)

#### **Section 16.17 With Regard to Contacting Client to Offer Different Service**

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 other brokers' exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made. (Amended 1/04)

#### **Section 16.18 Representatives or Brokers Attempt to Modify Listing Broker's Offer**

MLS Participants, acting as subagents or 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 subagents or buyer/tenant representatives or brokers nor make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation. (Amended 1/04)

#### **Section 16.19 Client/Representative or Broker Rights in an Exclusive Listing**

All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. (Amended 1/04)

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 prospect's exclusive representatives or at the direction of prospects. (Adopted 1/03) (Amended 1/04)

### **Section 16.20 Assignability**

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)

### **Section 16.21 Purpose of these Rules**

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 Making False or Misleading Statements**

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

### **Section 16.23 Participants' Firm Websites**

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.

### **Section 16.24 MLS Participants Shall Present a True Picture**

MLS Participants shall present a true picture in their advertising and representation 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) manipulating (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- c) deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic;
- d) present content developed by others without either attribution or without permission, or
- e) otherwise misleading consumers, including use of misleading images. (Adopted 1/18)

### **Section 16.25 Services to Clients and Customers**

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 Requirements**

Any applicant for MLS participation and any licensee (including licensed or certified appraiser) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within ninety (90) days after access has been provided. *(Amended 11/04)*

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

## **Internet Data Exchange (IDX)**

### **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 mediums under the Participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. *(Amended 5/17)*

**Section 18.1: Participants' Consent for Display of their Listings** Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame, or display the aggregated MLS data of other Participants. *(Amended 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: Consent Agreement**

Participation in IDX is available to all MLS Participants engaged in real estate brokerage who consent to allow the display of their listings by other Participants. (Amended 05/12)

### **Section 18.2.1: Compliance**

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 05/12)

### **Section 18.2.2: Purpose of IDX Provided Listings**

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 05/12)

### **Section 18.2.3: Seller Rights re: Using Property Addresses in IDX**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 05/17)

### **Section 18.2.4: Selection of Listings Displayed**

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) **M**

### **Section 18.2.5: Refreshing Downloads**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 11/14)

### **Section 18.2.6: Legitimate Use of Displaying IDX Information**

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

### **Section 18.2.7: Participant's Responsibility to Control IDX Display**

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 05/12)*

**Section 18.2.8: Seller’s Rights to Request to Disable or Discontinue Display Content in IDX Display**

Any IDX display controlled by a Participant or subscriber that 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 displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 18.2.9, a Participant’s IDX display may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. *(Amended 05/12)*

**Section 18.2.9: Participants Obligation to Keep Contact Information Current and Accurate**

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Amended 05/12)*

**Section 18.2.10: Co-Mingling of Listings for Single Property Search by Public** 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: Limitations for Modifying or Manipulating IDX Information Displayed**

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. The source(s) of the information must be clearly separated from the data displayed by the MLS. 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. *(Amended 5/15)*

### **Section 18.2.12 Listings Displayed Pursuant to IDX Shall Identify the Listing Firm**

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*) **M**

\* 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: Rules for Displaying IDX Listing Information**

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

#### **Section 18.3.1: Display of Fields of Data Designated by MLS**

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

#### **Section 18.3.1.1: Display of Type of Listing Agreement**

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

**Section 18.3.2:** Deleted May 2015.

**Section 18.3.3:** Deleted May 2017; moved to 18.2.12 May 2017.

#### **Section 18.3.4: IDX Listings Shall Identify the Listing Agent**

All listings displayed pursuant to IDX shall identify the listing agent.

#### **Section 18.3.5: Consent by Participant to Display IDX on Non-principal Brokers and Sales Licensees Website**

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

#### **Section 18.3.6: Identification of MLS Provider**

Deleted November 2006

#### **Section 18.3.7: Identifying the MLS as Source of Information in IDX Display**

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

\*The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability. Display of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. *(Amended 05/17)*

**Section 18.3.8: IDX Disclaimer on Websites**

Participants (and their affiliated licensees, if applicable) shall indicate on their Websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability. *(Amended 05/17)*

**Section 18.3.9: Consumers Limitations to Retrieving or Downloading MLS Listings**

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 listings or 50% of the listings available for IDX display, whichever is fewer. *(Amended 11/17)*

**Section 18.3.10: Display of Other Participants’ IDX Listings**

The right to display other Participants’ listings pursuant to IDX shall be limited to a Participant’s office(s) holding participatory rights in this MLS.

**Section 18.3.11: Separating REALTOR® Association IDX MLS Listings from Other Sources**

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. *(Amended 11/17)*

**NOTE:** An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/14)*

**Section 18.3.12: Prohibited Display of Certain Information**

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



### **Section 18.3.13: Prohibited Display of Personal Information**

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

### **Section 18.3.14: Protecting MLS Listing Information**

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 05/12)*

### **Section 18.3.15: Participants Obligation to Maintain an Audit Trail of Consumer Activity**

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. *(Amended 05/12)*

### **Section 18.3.16: Prohibited Displays of Deceptive or Misleading Advertising**

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party. *(Adopted 11/09)*

### **Section 18.4: Service Fees and Charges**

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. *(Adopted 11/01, Amended 5/05)*

## **19. Virtual Office Website (VOW)**

**Note:** Adoption of Sections 19.1 through 19.14 is mandatory.

### **Section 19.1: VOW Defined**

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

- c) “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS listing information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- d) As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

### **Section 19.2: Policy and Rules**

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

### **Section 19.3: Necessary Steps by Participant for Consumer Access to Participant VOW**

- 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 e-mail 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 username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any e-mail address is associated with only one username and password.
- b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, e-mail address, username, and current password of each Registrant. The Participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, e-mail address, username, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d) The Participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
  - i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant
  - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
  - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
  - iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
  - v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database.
- e) The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.

- f) The terms of use agreement shall also expressly authorize the MLS and other MLS Participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

#### **Section 19.4: Participant Display of Contact Information**

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: Participant Necessary Security Management of VOW**

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

**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: Permission of Seller to have Listing Displayed on Participant VOW**

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

## **Seller Opt-out Form**

1. Check one.

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

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

\_\_\_\_\_  
Initials of Seller

\_\_\_\_\_  
Date

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

### **Section 19.7: Third-party access to Participant's VOW**

- a) Subject to Subsection b., below, a Participant's VOW may allow third parties:
  - i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b) Notwithstanding the foregoing, at the request of a seller, the Participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 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: Rights of Listing Broker on a Participant's VOW**

A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property

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

**Section 19.9: Refreshing MLS Listing Information on VOW**

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: Unauthorized Use of MLS Information by Participant**

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

**Section 19.11: Mandatory Disclaimer**

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: Exclusion of Displaying Certain Listings**

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property. (*Amended 11/21*)

**Section 19.13: Participant's Responsibility to Notify the MLS of Intention to Establish a VOW**

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: Participant Responsibilities if Using an AVP to Operate VOW**

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: Prohibited Display of Certain Information**

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

**NOTE:** If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15f. must be omitted. **M**

#### **Section 19.16: Augmenting, Identifying and Restrictions of VOW Listings**

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: Mandatory MLS Disclaimer**

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: VOW Participant Must Identify Listing Firm, Broker or Agent in Display of Listings**

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: Consumers Limitations to Retrieving or Downloading MLS Listings**

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. **M**

### **LOCKBOXES**

#### **Section 20 Eligibility**

Eligibility for coverage under NAR's blanket errors and omissions insurance program is contingent on compliance with the following security measures whether the system is operated by the

association, its MLS, or by a recognized lock-box vendor on behalf of an association or MLS:  
(Amended 5/17)

- a) **Types of keys.** Any physical or electronic key, programmer, or other device (hereinafter referred to as key) by which a lockbox can be opened, must be non-duplicative. Being non-duplicative means that it cannot be readily copied in the manner that other types of keys ordinarily are. (Amended 5/17)

A mobile device (such as, a smart phone, tablet, fob, etc.) can transmit a key to access a lockbox using standard protocols, including Bluetooth, ZigBee, infrared technology, and others. The applications and software used by mobile devices must contain security controls to allow only authorized users access to the lockbox. (Adopted 5/17)

As a matter of local discretion, the listing broker or agent can issue temporary codes/access to the lockbox and property on terms and conditions agreed to in advance by the seller. Temporary codes/access must expire within seventy-two (72) hours after being issued or must be under the control of the listing broker or agent. Temporary codes must be a minimum field size of five (5) characters. (XX,XXX) (Adopted 5/17)

- b) **Security protocols.** Keys must be obtained from the original manufacturer, from a recognized vendor of lockbox systems or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, associations and MLSs must obtain sufficient information from the original manufacturer and surrounding associations and MLSs in order to determine whether the key's pattern, code, or configuration is already in use. (Amended 5/17)

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

- i. where an unauthorized user can override or escalate their security credentials
- ii. where the communication session between the electronic lockbox and key are recorded and played back later to gain unauthorized access
- iii. forging of electronic credentials that could allow an unauthorized user the ability to masquerade as an authorized user
- iv. digitally signed updates to electronic keys running on mobile devices or electronic lockbox firmware plus a secured update process to prevent unauthorized software from being introduced into the lockbox system
- v. transmission(s) of frequencies to deceive the lockbox electronics into opening  
(Adopted 5/17)



- c) **Availability of lockbox system and keys.** Any lockbox system must be designated as either an activity of an association of REALTORS® or an association-owned and operated MLS. (Amended 5/17)

If the lockbox system is an activity of an association of REALTORS®, then every REALTOR® and REALTOR-associate® and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a REALTOR®, shall be eligible to hold a key subject to their execution of a lease agreement with the association. (Amended 11/96)

If the lockbox system is an activity of an association-owned and operated MLS, then every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS Participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS. (Amended 5/17)

As a matter of local discretion, associations and MLSs can determine that key lease agreements executed by non-principal brokers, sales licensees, unlicensed personal assistants, administrative and clerical staff, and licensed, certified, or those seeking to be licensed or certified as appraisers, must also be cosigned by the designated REALTOR® or the office's broker of record. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the association or MLS that relate to the operation of the lockbox system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the keyholder, except as provided elsewhere in this statement of policy. (Amended 5/17)

Associations and MLSs may, at their discretion, lease keys to affiliate members of associations who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the keyholder and by a principal, partner, or corporate officer of the keyholder's firm. (Adopted 5/17)

Individuals may be required to pay lockbox costs as part of association dues or as part of MLS participation fees pursuant to MLS Policy Statement 7.57, Categorization of MLS Services, Information, and Products and pursuant to NAR Bylaws Official Interpretation #32. No one shall be required to lease a key from the association except on a voluntary basis. (Adopted 5/17)

Associations and MLSs may refuse to sell or lease lockbox keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual who has been convicted of a crime within the past seven (7) years under the following circumstances: (Amended 5/17)

- a) The association or MLS determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and (Amended 5/17)

- b) The association or MLS gives the individual an opportunity to provide and the association or MLS must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:
  - i) the individual's age at the time of the conviction(s)
  - ii) nature and seriousness of the crime
  - iii) extent and nature of past criminal activity
  - iv) time elapsed since criminal activity was engaged in
  - v) rehabilitative efforts undertaken by the applicant since the conviction(s)
  - vi) facts and circumstances surrounding the conviction(s) and
  - vii) evidence of current fitness to practice real estate (Amended 5/17)

Associations and MLSs should be sure to evaluate individuals uniformly and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history. (Amended 5/17)

Associations or MLSs may suspend the right of lockbox keyholders to use lockbox keys following their arrest and prior to a final determination on any such charge if, in the determination of the association or MLS, the charge relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk. (Amended 5/17)

- c) **Audit requirement.** Associations or MLSs shall maintain current records as to all keys issued and in inventory, including registered users accessing lockboxes through applications and software used by mobile devices. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or by receipt of a statement signed by the keyholder and the designated REALTOR®, broker of record, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder's firm, attesting that the key is currently in possession of the keyholder. (Amended 5/17)
- d) **Seller authority required.** Lockboxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or any other written document. Inclusion in MLS compilations cannot be required as a condition of placing lockboxes on listed property. (Amended 5/17)
- e) **Reporting missing keys.** Associations or MLSs must charge keyholders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the association or MLS. Upon receipt of notice, the association or MLS must take any steps deemed necessary to resecure the system. (Amended 5/17)
- f) **Rules and procedures governing lockbox systems.** Associations or MLSs must adopt written, reasonable, and appropriate rules and procedures for administration of lockbox systems which may include appropriate fines, not to exceed \$15,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the

association or MLS and set forth in the rules and procedures. All keyholders, whether or not they are association members or MLS Participants, shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lockbox system. (Amended 5/17)

Key lease agreements may contain a liquidated damages provision to offset some or all of the costs in reestablishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the keyholder. (Amended 11/97)

g) **Issuing electronic programmers or keypads on temporary basis.**

In the event electronic lockbox programmers or keypads are sold or leased, a designated REALTOR® principal or an office's broker of record may purchase or lease additional programmers or keypads to be issued on a temporary basis to other keyholders in the same office in the event their programmer or keypad becomes non-functional outside normal business hours or under circumstances where a replacement programmer or keypad is not reasonably available from the issuing association or MLS. When a programmer or keypad is issued on a temporary basis, it shall be the responsibility of the REALTOR® principal or the broker of record to advise the association or MLS in writing that the programmer or keypad has been issued, to whom, and the date and time of issuance within forty-eight (48) hours. It shall also be the responsibility of the REALTOR® principal or the broker of record to advise the association or MLS in writing within two (2) business days after possession of the previously issued programmer or keypad has been reassumed. (Amended 5/17) **M**

- h) **Requiring "approved" lockbox systems.** As a matter of local discretion, associations and MLSs may require placement of an "approved" lockbox on listed properties if any device giving access to real estate professionals or service providers is authorized by the seller and occupant and is placed on the property. The purpose of this requirement, if adopted by an association or MLS, is to ensure cooperating Participants and subscribers have timely access to listed properties. Requiring that a lockbox or other access device be "approved" does not limit the devices that satisfy the requirement to lockboxes leased or sold by an association or MLS. The association or MLS may require that the devices be submitted in advance for approval, and the access device may be any lockbox or other access device that provides reasonable, timely access to listed property. The association or MLS also may revoke the approval or subject the Participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. (Amended 05/17) **M**

### **Section 20.2 Vendor/Warranty Information**

SentriLock is the only MLS recognized and approved vendor for our lock box system. Components of the system such as Smart Cards, card readers, and lock boxes, are the sole property of the subscriber. Any applicable warranties for such equipment are provided by SentriLock. All decisions by SentriLock regarding warranties are final.

### **Section 20.2.1 Ownership**

All lockboxes are the property of The Golden Isles Multiple Listing Service, Inc. and will be stored at the association office at 1801 Gloucester St, Brunswick, Georgia until checked out by Participants or authorized representative. Participants or authorized representative will sign a receipt for each box that is checked out indicating their compliance with the rules & regulations of lockbox procedures.

### **Section 20.3 Lockbox Authorization**

Lock boxes must be installed on any properties listed for sale or rent, provided that the Seller has given written authorization to do so. Suggested forms of authorization are to either have the Seller sign the “Exclusive Seller Listing Agreement” in the GAR forms package and by signing the Lockbox Authorization Addendum which is available through the GIMLS office. Where seller authority is given, the lockbox must be installed on the listed property within three (3) days of authorization. Non-compliance will result in a fine of \$25.

Where seller has opted out of the use of an MLS-compliant lockbox, the seller-signed Lockbox Authorization Addendum must be attached to the listing in MLS under Documents. Non-compliance will result in a three (3) day reminder and an initial \$25 fine after three (3) days and then an additional \$25 every three (3) days thereafter until in compliance.

Instances where non-GIMLS lockboxes are approved are:

- Rentals (long and short term)
- Commercial properties
- HUD, FHA or other government agencies require the use of a non-GIMLS lockbox

### **Section 20.4 Lost/Stolen Cards**

If a Smart Card is lost or stolen the subscriber must report the lost or stolen card to the MLS office immediately or no later than the next business day if the office is closed. Replacement cards are available at a cost of \$50.00. Damaged cards will be replaced at no charge only if the damaged card is returned at the time of replacement. Subscribers may only have 1 SmartCard at a time.

#### **Section 20.4.1 Lost/Stolen Lockboxes**

If a lockbox that is checked out from GIMLS, is lost, stolen or returned to the MLS office in inoperable condition due to the subscriber’s negligence, the Participant will be charged \$150 for the lockbox. If the lockbox is stolen or vandalized, Participant and/or subscriber must file a police report and provide a copy to the GIMLS office. Upon receipt of the police report, fifty (50) percent of the lost lockbox fee will be returned. If a lockbox that has been marked “lost” or “stolen” in the system is recovered within 12 months of the reported “lost/stolen” date and is in operable and undamaged condition, fifty (50) percent of the lost lockbox fee will be returned.

### **Section 20.5 Use of SmartCards**

Smart cards are the property of the GIMLS and may not be loaned out, given or used by other persons at any time. Violations of this rule are subject to a fine of \$250.00 for the 1<sup>st</sup> offense,

\$500.00 for the 2<sup>nd</sup> offense, \$1,000.00 for the 3<sup>rd</sup> offense, and \$1,000 plus suspension from the lock box system for a period to be determined by the MLS Board of Directors, for any subsequent offenses.

#### **Section 20.5.1 Use and Care of Lockboxes**

Lockboxes signed out to Participants are to be maintained and monitored by the Participant and when returned to the GIMLS are to be in good, clean condition. Participants returning lockbox in an unacceptable condition, i.e., excessive mold, paint, dirt, pollen, etc. will be charged a \$12 fee.

#### **Section 20.6 Showing Properties with Lockboxes**

GIMLS Participants and subscribers must follow the listing agent's instructions in the MLS for showing a property with a lock box. If instructions are not given in the GIMLS, or the property is not listed with the GIMLS or is a rental property, then under no circumstances may you enter the property without first contacting the listing or rental agent for permission. GIMLS subscriber found violating this rule will be subjecting the Participant to a fine of \$250.00 for the 1<sup>st</sup> offense, \$500.00 for the 2<sup>nd</sup> offense, \$1,000.00 for the 3<sup>rd</sup> offense, and \$1,000 plus suspension from the lock box system for a period to be determined by the MLS Board of Directors, for any subsequent offenses.

#### **Section 20.7 Lockbox Removal**

Lock boxes must be removed from the property immediately after the listing either expires, or the sale is closed or the property is rented. If a Lockbox is removed by GIMLS staff, a \$100 service charge will be billed to the Participant if a GIMLS staff travels to a listed property to remove or open a lockbox. The Participant is required to meet the GIMLS staff at the said property and if the lockbox is found to be defective, no service charge will be issued.

#### **Section 20.8 Damage to Lockbox/Property**

Subscribers who access a lock box and find either the key missing, lock box damaged or left open, or the property unlocked or vandalized, must notify the listing agent's office immediately.

#### **Section 20.9 PIN Numbers/Security**

Subscribers agree not to write their PIN number on their Smart Card at any time and to take any necessary precautions to safeguard their Smart Card, PIN number, and shackle code. If found in violation of writing a PIN # on a Smart Card, subscriber will be subject to a fine of \$1,000.

#### **Section 20.10 Lockbox Audit**

The GIMLS staff and Lockbox committee must conduct an annual inventory on all lockboxes whether checked out or in inventory.

If, at the time of inventory, a lockbox is unaccounted for or if a lockbox holder refuses or is unable to demonstrate that the lockbox is within their physical control, then the Participant will be charged \$150 for the missing lockbox.

**Section 20.11 Violation of Rules**

Violations of the lock box rules, where a specific fine is not mentioned, will be subject to sanctions as outlined in Section 7.1 of these MLS rules/regulations consistent with the provisions of Sections 9 and 9.1 of the MLS rules.

**Section 20.12 Request to Dismiss Fines**

Participants/Subscribers may submit a request for appeal to the GIMLS Compliance Committee subject to final approval by the GIMLS Board of Directors to have a fine dismissed in accordance with the provisions of Sections 9 and 9.1 of the MLS rules.

**Section 20.13 Suspension of Subscriptions**

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

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

- a) the nature and seriousness of the crime
- b) the relationship of the crime to the purposes for limiting lock box access
- c) the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- d) the extent and nature of past criminal activity
- e) time since criminal activity was engaged in
- f) evidence of rehabilitation while incarcerated or following release
- g) evidence of present fitness

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