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# Regional Multiple Listing Service of Minnesota, Inc.

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## Rules and Regulations

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Check **[www.NorthstarMLS.com](http://www.NorthstarMLS.com)** for the most recent version of this and other policy documents.



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# Introduction and Table of Contents

## Introduction

This document contains the complete text of the rules and regulations, as well as interpretive policies established by RMLS's Board of Directors. If you wish to make a complaint against a participant, or if you have questions about this document, please contact the RMLS Rules Department at 651-251-3210. Complaints may be made anonymously (but they may be dismissed if not accompanied by sufficient information to establish that a violation has occurred).

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# Rules and Regulations

## Section 1 – Definitions

### Section 1.1 MULTIPLE LISTING SERVICE DEFINED:

“Multiple Listing Service” is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants [acting as subagents, buyer agents, or in other agency or non-agency capacities defined 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 they may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker’s performance as a procuring cause of the sale.

**Section 1.2 OTHER TERMS DEFINED:** As used in these Rules and Regulations, the following terms shall have the meanings given to them in this Section 1.2:

“Service” shall mean the REGIONAL MULTIPLE LISTING SERVICE OF MINNESOTA, INC. and/or the board or association of REALTORS® (as defined by the National Association of REALTORS®) from which a Participant receives its participatory rights.

“MLS Compilation” shall mean 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.

“Participant” shall have the meaning set forth in Section 2.1.

“Service Area” shall mean the state of Minnesota and the following counties in Wisconsin: Buffalo, Pepin, Pierce, Polk, and St. Croix.

“Broker Reciprocity” is a means by which each Participant subscribing to the program (the “Broker Reciprocity Subscriber” or “BRS”) permits the display of its active listings appearing in MLS on each other BRS’s Internet web site.

“Broker Reciprocity Database” is the current aggregate compilation of all listings of all Broker Reciprocity Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract.

## Section 2 – Participatory Eligibility and Rights

**Section 2.1 MLS PARTICIPANT:** Any REALTOR®, who is a principal, partner, corporate officer or trustee, of a real-estate brokerage firm, who holds a current, valid Minnesota or Wisconsin real estate broker’s license and who offers or accepts compensation to and from other Participants or holds a valid Minnesota or Wisconsin appraiser’s license shall be eligible to participate in the Service. Use of information developed by or published by the Service is strictly limited to the activities authorized under a Participant’s licensure(s), and unauthorized uses are prohibited. Further, none of the forgoing is intended to convey ‘Participation’ or ‘Membership’ or any right of access to information developed by or published by the Service where access to such information is prohibited by law. Under these qualifications the REALTOR® Member must comply with the following requirements and agrees to the following terms of membership:

- a. Completes the MLS application forms, as adopted by the association/board where the Participant purchases MLS services, and delivers same to the association/board office with initial membership fee;
- b. Attends a policies and procedures orientation within ninety (90) days after access has been provided,
- c. Provides a business address and notifies the Service of address changes as soon as practicable; and
- d. Agrees to comply with these MLS Rules and Regulations.

Participatory rights in the Service shall also be available to any REALTOR® [principal] or any firm comprised of REALTORS® [principals] irrespective of where they hold primary membership subject only to their agreement to abide by these MLS Rules and Regulations; agreement to arbitrate disputes with other Participants; and payment of any MLS dues, fees, and charges.

MLS fees are based upon the total number of real estate brokers, sales licensees, and licensed or certified real estate appraisers affiliated with or employed by an MLS participant. However, the Association will provide participants the option of a no-cost waiver of MLS access for any licensee or

licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. The Association will 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.

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm 'offers or accepts cooperation and compensation' means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website ("VOW") (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "offer or accept cooperation and compensation" only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants.

**Section 2.2 PAYMENT OF ACCOUNT:** Participants are required to pay their accounts promptly when billed. Periodic service charges must be paid according to the terms established by the association/board from which the Participant purchases its multiple listing services. The association/board may discontinue service to any

Participant who fails to pay his/her account when due. If service is discontinued for late payment the association/board may assess a reinstatement charge, plus the requirement that the past due account be paid in full, before the service can be reinstated.

**Section 2.3 RESIGNATION:** Any Participant may resign from active participation by submitting a resignation on the form approved by the Service. Participants shall not be entitled to any refund of initial membership fee or any dues or charges. If request for reinstatement is made, the local association/board from which the Participant purchases multiple listing services may charge a reinstatement fee and may require that the Participant attend the MLS orientation again before service is commenced.

**Section 2.4 TRANSFER:** Whenever the Participant disassociates himself/herself from the firm for which participation in the Service is held, a new application, including initial membership fee, from the REALTOR® who is to become the Participant for that firm, must be completed. The new Participant must do this within thirty (30) days of the date of disassociation or service will be discontinued until such time as membership requirements have been met.

**Section 2.5 BOARD AUTHORITY:** The Regional Multiple Listing Service Board of Directors has the following authority: a. To adopt rules and regulations for the Service and amendments to same, b. To issue policy interpretations, c. To interpret rules and regulations in case of dispute, d. To establish fines and sanctions for violation of these rules and regulations, and e. To enforce these rules and regulations.

## Section 3 - Listing Procedures

**Section 3.1 LISTING PROCEDURES:** Listings of real or personal property in conformity with one of the following categories, which are listed subject to a real estate broker's license and located within the Service Area of the Service shall be delivered to the Service or loaded directly into the Service's computer within the time specified in Section 3.2.

- a. Single family homes for sale or exchange;
- b. Condominium, Townhouse, Twinhome for sale or exchange;
- c. Two-family, three-family or four family residential buildings for sale or exchange;
- d. Hobby farm with residence thereon for sale or exchange;

- e. New construction in the appropriate category no later than when the property is ready for trimming. Builder models and floor plans, as well as structures being built but which have not reached the trimming stage, may at the Participant's option, be listed in the category designated by the Service for "models" and "to be built"; or
- f. Lots and Land for sale or exchange;
- g. Business Only Opportunities for sale.
- h. Farms

Only listings of the designated types of property located within the Service Area of the Service are required to be submitted to the Service. Listings of property located outside the Service's Service Area will be accepted if submitted voluntarily by a Participant but cannot be required by the Service. Any listing that is submitted voluntarily shall be subject to the RMLS Rules and Regulations.

The Service may require the use of a Property Data Form as approved by the Service. The Service shall not dictate the form of the listing agreement between the Participant and the seller except that:

1. The listing agreement must adequately protect the interest of the public and the Participants.
2. The listing agreement must not establish, directly or indirectly, any contractual relationship between the Service and the client (buyer or seller).
3. The listing agreement must include the seller's written authorization to submit the agreement to the Service.

The Service shall accept listings subject to exclusive right to sell contracts and exclusive agency contracts, and other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other Participants of the Service acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law. The different types of listing agreements include:

- (a) Exclusive right to sell;
- (b) Exclusive agency;
- (c) Open;
- (d) Non-agency service agreements.

The exclusive right to sell listing is the conventional form of listing submitted to the 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 a 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 the means provided by the Service 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.

**Section 3.2 SUBMISSIONS:** Any listing taken in accordance with the above Section must be submitted to the Service by the Participant no later than two business days, excluding state or federal holidays, following its execution or within one business day of marketing the property to the public. The date following the day of execution shall be counted as the first day. 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 application available to the general public. A property photo must be loaded into the computer for any listing of a previously owned, completed new construction or model property in the single family residential, multi-family residential, commercial/mixed use, or residential rental property type within two business days, excluding state or federal holidays, of the listings' entry on the service regardless of the listing status. If the seller has directed that photographs be withheld, the seller's signed written instructions must be submitted to the service within two business days. The date following the day the listing is loaded into the Service shall be counted as the first day.

**Section 3.21, 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.

**Section 3.3 JOINT LISTINGS:** In the event a Participant jointly lists a property with another Participant, only one data form shall be processed through the Service.

**Section 3.4 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE:** Any listing taken on a contract to be filed with the Service is subject to the Rules

and Regulations of the Service upon signature of the seller(s).

**Section 3.5 DETAIL ON LISTINGS FILED WITH THE SERVICE:**

A Listing Agreement or Property Data Form, when filed with the Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the Property Data Form. Listing agreements, Property Data Forms, change forms and any other forms used by the listing broker in conjunction with the Service must be retained by the Participant and be available to the Service upon request for the period of time established under state and federal statute\*. Public Remarks and photo captions must only describe the physical traits of the property. Public Remarks may also describe incentives provided by the seller to the buyer, specifically related to the property with specific purpose and must be in compliance with HUD regulations/guidelines. Remarks of a promotional nature are strictly prohibited; incentives cannot include a third party or third party reference. Only URLs to virtual tours may appear if:

- (a) The Web site only describes the physical traits of the property for sale and its vicinity,
- (b) The site/page does not link out to another site/page, and
- (c) The name of the listing office appears in text not to exceed 10 points.

No other URL s are allowed anywhere in the listing.

Open House Remarks must only describe the property and/or communicate information about the open house event. Remarks of a promotional nature are strictly prohibited.

*\*Explanatory Note: The current MN State statute on Broker Records Retention is available at Chapter 82.23 on the Web at: <http://www.revisor.leg.state.mn.us/stats/82/23.htm>*

*Federal SEC requirements on recordkeeping relevant to audits and reviews are available on the Web at <http://www.sec.gov/rules/final/33-8180.htm>*

**Section 3.6 PARTICIPANT RESPONSIBLE FOR ACCURACY:**

The information published and disseminated by the Service is communicated, without change by the Service, as filed with the Service or directly placed into the computer by the Participant. (The Service may correct the form of listing addresses to comply with applicable standards.) The Service does not verify such information 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. Participants and subscribers are required to submit accurate listing data and required to correct any known errors. A listing broker/agent/office staff person may not make changes to MLS listing data so that it is misleading to other MLS Participants.

**Section 3.7 EXEMPTED LISTINGS:** If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing and such listing shall be filed with the Service, but not disseminated to the participants. When the seller does not want the property placed on the Service, a Certification to Withhold Property Listing or written certification must be submitted to the Service no later than two business days following the contracts execution date. No public marketing is allowed on an Exempt Listing.

**Section 3.8 CHANGE OF STATUS OF LISTING:**

Participants are required to notify the Service immediately of any change in the property status, including cancellation, pending sale contract (in accordance with sections 4.7 and 4.8), cancellation of pending sale, closed sale, change in price or terms or withdrawal from market. Changes must be loaded into the computer or reported by change form to the Service within two business days (excepting weekends and state or federal holidays) after change is received by the Participant. Documentation of changes must be retained by the Participant and made available to the Service upon request.

**Section 3.9 TEMPORARILY NOT AVAILABLE FOR SHOWING / WITHDRAWAL OR CANCELLATION OF LISTING PRIOR TO EXPIRATION:**

Listings of property may be temporarily-not-available-for-showing/withdrawn or cancelled from the Service by the listing broker before the expiration date of the listing agreement. A copy of the signed agreement between the seller and the listing broker which authorizes the status change must be retained by the Participant and made available to the Service upon request.

Sellers do not have the unilateral right to require the Service to make a property temporarily-not-available-for-showing/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 Service may cancel the listing at the request of the seller.

**Section 3.10 CONTINGENCIES APPLICABLE TO LISTINGS:** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants. The listing for a property to be auctioned must specify the type of auction (Absolute, Minimum Bid or Reserve) and the license number of the auctioneer.

**Section 3.11 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 3.12 LISTING MULTIPLE UNIT PROPERTIES:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing agreement and on the Property Data Form. When part of the listed property has been sold, proper notification shall be given to the Service.

**Section 3.13 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS:** The Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Service shall not fix, control, recommend, suggest, or maintain the division of commission or fees between cooperating Participants or between Participants and non-participants.

**Section 3.14 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS:** Any listing filed with the Service automatically expires on the date specified in the agreement unless renewed by the listing broker and notice of renewal or extension is filed with the Service prior to expiration.

If notice of renewal or extension is dated more than seven calendar days after the expiration date of the original listing, then a new listing must be secured for the listing to be filed with the Service. Any extension or renewal of a listing must be signed by the seller(s) and be filed with the Service and submitted in accordance with Section 3.2.

**Section 3.15 TERMINATION DATE ON LISTINGS:** Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

**Section 3.16 LISTINGS OF SUSPENDED PARTICIPANTS:** When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics,

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

**Section 3.17 LISTINGS OF EXPELLED PARTICIPANTS:** When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients.

**Section 3.18 LISTINGS OF RESIGNED PARTICIPANTS:** When a Participant resigns from the Service, the Service is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS Compilation of current listing information.

**Section 3.19 PARTICIPANT AS PRINCIPAL:** If a Participant or any licensee (including licensed or certified appraisers) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the Service, that person shall disclose that interest when the listing is filed with the Service and such information shall be disseminated to all Participants.

**Section 3.20 LISTING A BUYER'S EQUITABLE TITLE IN A PROPERTY:** The Participant listing a buyer's equitable title in a property must submit the listing to the Service in accordance with 3.2 and the contingency must be noticed in accordance with 3.10. The Participant listing a buyer's equitable title in a property must have the current property owner's written permission to show the property to prospective buyers for the listing to display an active status. If the current property owner does not grant written permission, the listing must display a temporarily-not-available-for-showing status.

**Section 3.21 DISCLOSING POTENTIAL SHORT SALES:** Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other participants and subscribers.

## Section 4 - Selling Procedures

**Section 4.1 SHOWINGS AND NEGOTIATIONS:** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Service shall be conducted through the listing broker, except when the listing broker gives the cooperating broker specific authority to show and/or negotiate directly with the property owner; such authority must clearly be indicated on the Property Data Form.

No Participant shall provide to any person, except another Participant, whether intentionally or through negligence, information providing a means for that person to enter a property listed with the Service unless the listing broker has given specific permission for such access. If, upon showing a property, a Participant finds that the property's key is missing from a lock box, or that the property is unlocked or damaged, the Participant shall notify the listing broker immediately. As used in the previous two sentences, "broker" and "Participant" include any agent or employee of a broker or Participant.

The cooperating broker must disclose his/her agency status [or lack thereof] at first contact with the listing broker, representative and/or seller in person, by telephone, or in writing.

*(Explanatory note: The intent of the above is to assure that showing appointments are confirmed as quickly as possible during weekday business hours of 9:00 a.m. to 4:30 p.m., Monday through Friday and from 10:00 a.m. to 2:00 p.m. on Saturday and from Noon to 2:00 p.m. on Sunday. It is recommended that appointment requests to a listing agent's office or, when authorized, to the property owner, whether received through an answering/voice messaging service, pager or cellular telephone, be confirmed, or at least the call requesting an appointment be acknowledged, no later than one hour after being received during the hours stated above or at other reasonable times within one hour of the appointment requested or as soon as possible. Appointment calls to listing agents' homes are to be made at reasonable times and should not be made early in the morning or late in the evening THIS EXPLANATORY NOTE IS INTENDED AS PROFESSIONAL COURTESY GUIDELINES ONLY. FAILURE TO ADHERE TO THEM WILL NOT RESULT IN ANY SANCTION OR DISCIPLINARY ACTION OR VIOLATION OF THESE RULES AND REGULATIONS.)*

**Section 4.2 PRESENTATION OF OFFERS:** The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

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

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. (Amended 4/13)

**Section 4.4 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:** The cooperating broker or his/her representative has the right to participate in the



presentation to the seller or lessor of any offer he/she secures to purchase or lease. He/she does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

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.

**Section 4.5 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER:** The listing broker or his 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 when 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.

**Section 4.6 REPORTING STATUS CHANGES TO THE SERVICE:** Status changes, including final closing of sales shall be reported to the Service by the listing broker within 2 business days after they have occurred, excepting weekends and state or federal holidays. If the sale negotiations are carried on under conditions stipulated in Section 4.1 hereof, the cooperating broker shall report the status changes within 2 business days after occurrence, excepting weekends and state or federal holidays, to the listing broker. The listing broker shall report them to the Service within 2 business days after receiving notification from the cooperating broker.

**Section 4.7 CONTINGENT SALES:** The existence of a contingent sale that allows the property to remain on the active market must be disclosed without revealing price or terms in the designated contingency field. The listing broker shall report to the Service within twenty-four (24) hours,

excepting weekends and state or federal holidays, that a contingency on file with the Service has been fulfilled or renewed, or the agreement cancelled. (amended Oct 2016)

**Section 4.8 REPORTING PENDING SALES:** When a purchase agreement on a listed property has been signed by all parties and the property is no longer available for showings the pending sale shall be reported to the Service or loaded into the computer by the listing broker without sale price or terms within two (2) business days. The cancellation of any pending sale shall be reported to the Service immediately and the listing shall be reinstated immediately if the listing agreement has not expired.

**Section 4.9 REPORTING CLOSED SALES:** When the sale of a listed property has closed, a report of the sale, with closing sale price and terms, shall be made to the Service or directly loaded into the computer by the listing broker within twenty-four (24) hours, excepting weekends and state or federal holidays.

**Section 4.10 REPORTING CANCELLATION OF SALE:** The listing broker shall report to the Service the cancellation of any sale and the listing shall be reinstated within twenty-four (24) hours, excepting weekends and state or federal holidays, if the listing agreement has not expired.

**Section 4.11 PARTICIPANT AS PURCHASER:** If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker prior to the time an offer to purchase is submitted to the listing broker.

## Section 5 - Prohibitions

**Section 5.1 INFORMATION FOR PARTICIPANTS ONLY:** Any listing filed with the Service shall not be made available to any broker or firm not a Participant of the Service without the prior consent of the listing broker.

**Section 5.2 "FOR SALE" SIGNS:** Only the "For Sale/For Rent" signs of the listing broker may be placed on a property.

**Section 5.3 "SOLD" SIGNS:** Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating [selling] broker to post such a sign.

**Section 5.4 PHOTOGRAPHS SUBMITTED TO THE SERVICE:** Photographs of listed property on the Service shall depict the property for sale and shall not include any added text regardless of message, or any marketing or promotional messages made on behalf of the listing broker or seller. Photographs of an inappropriate nature are prohibited.

**Section 5.5 SOLICITATION OF LISTING FILED WITH THE SERVICE:** Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

**Section 5.6 ADVERTISING OF LISTING FILED WITH THE SERVICE:** A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

**Section 5.7 MEDIA UPLOADS TO THE SERVICE:** Any media upload to a listing on the Service shall provide information specific to the property for sale and shall not include or in the case of a URL, link out to, marketing or promotion messages made on behalf of the listing firm or seller.

**Section 5.8 REPRESENTATIONS TO THE PUBLIC:** MLS participants shall present a true picture in their advertising and representations to the public, including internet content posted, and the URLs and domain names they use, and participants may not:

- a) engage in deceptive or unauthorized framing of real estate brokerage websites;
- b) manipulate (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 mislead consumers. (Amended 4/13)

**Section 5.9, 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.

## Section 6 – Division of Commission

**Section 6.1 COMPENSATION SPECIFIED ON EACH LISTING:** In filing a property with the Service, the Participant is making a blanket unilateral offer of compensation to the other Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his/her compensation shall be prior to his/her endeavor to sell (or lease). Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker’s performance as the procuring cause of the sale [or lease] and subject to a successful closing. The listing broker’s obligation to compensate any cooperating broker as the procuring cause of the sale [or lease] may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through the Service 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 4/13*

The listing broker retains the right to determine the amount of compensation offered to other Participants [whether acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law]. This shall not preclude the listing broker from offering any Participant compensation other than the compensation indicated on any listing published by the Service provided the listing broker informs the other broker, in writing, in advance of his submitting an offer to purchase (or lease), 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 sale price or as a flat dollar amount.

The Service shall not require the listing broker to disclose the amount of total negotiated commission in his/her listing contract, and the Service shall not publish the total negotiated commission on a listing that has been submitted to the Service by a Participant. The Service shall not disclose in any way the total commission negotiated between the seller (or landlord) and the listing broker.

The essential and appropriate requirement by the 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. The compensation specified on listings published by the Service shall be shown in one of the following forms:

1. As a percentage of the gross selling price.
2. As a definite dollar amount.

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

A Participant or Subscriber shall not disclose a listing broker's offer of compensation except that a Participant or Subscriber may disclose the listing broker's offer of compensation on a given listing in response to a request by a consumer. A Participant or Subscriber may disclose the listing broker's offer of compensation on a given listing in the absence of a consumer request if such disclosure is required by a contractual agreement, applicable law or the REALTORS® Code of Ethics. (Amended March 2009.)

**Section 6.2 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of the seller) shall be disclosed by the listing

broker by a key, code or symbol as required by the Service. 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.

**SECTION 6.3, 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.

## Section 7- Compliance with Rules

**Section 7.1 COMPLIANCE WITH RULES/ AUTHORITY TO IMPOSE DISCIPLINE:** By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. Letter of warning
- b. Letter of reprimand
- c. Attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location and duration
- d. Appropriate, reasonable fine not to exceed \$5,000
- e. Suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one year
- f. Termination of MLS rights, privileges and services with no right to reapply for a specified period not to exceed three (3) years.

The following additional actions may be taken for noncompliance with the rules:

- a. For failure to pay any service charge, fee, or fine under the terms established by the

association/board from which the Participant purchases multiple listing services, services to the Participant shall be suspended until service charges, fees or fines are paid in full. The board/association may also impose other obligations on the Participant before services are restored.

- b. For failure to comply with any other rule, the provisions of Section 8 shall apply.

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

**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.

**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. Further, failure of any user or subscriber to abide by the Rules and/or any sanction imposed for violations thereof shall 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. All rules herein are subject to state law. *Amended 4/13*

## Section 8 - Enforcement of Rules and Regulations

**Section 8.1 AMENDMENTS TO RULES AND REGULATIONS:** Amendments to these Rules and Regulations shall be by a majority vote of the Regional Multiple Listing Service Board of Directors present and voting at the time action is taken.

**Section 8.2 CONSIDERATION OF ALLEGED VIOLATIONS:** All written complaints having to do with violations of these Rules and Regulations will be considered by the RMLS in accordance with the Service's Compliance Guidelines as adopted by the Board of Directors and amended from time to time. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Directors.

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

**Section 8.3 COMPLAINTS OF UNETHICAL CONDUCT:** All complaints of unethical conduct or requests for arbitration shall be referred to the association/board with which the Participant holds REALTOR® membership.

**Section 8.4 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT :** Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 8.4 of the MLS rules.

Upon receiving a notice, the Service 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 Service that the use is authorized. Any proof submitted will be considered by the Service, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Service determines that the use of the content was unauthorized, the Service may issue a sanction pursuant to the MLS Compliance Guidelines, 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 Service'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 8.5 MLS RULES VIOLATIONS:** MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

## Section 9 - Confidentiality of MLS Information

**Section 9.1 CONFIDENTIALITY OF MLS INFORMATION:** Any information provided by the Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

**Section 9.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** Association/board members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the Service, 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 Service, 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.

**Section 9.3 SALE OR LEASE OF MLS DATA IN ANY FORM IS PROHIBITED WITHOUT CONSENT FROM THE SERVICE:** Except for a written appraisal report, any data derived from the Service that a Participant, or agent or employee of a Participant, downloads into his/her personal computer or other computer system, or manually assembles, may not be reproduced or transmitted in any form to any individual or entity for compensation, whether or not the intended purchaser or entity is a Participant (which includes agents or employees of the Service), without the written authorization of the Service.

## Section 10 - Ownership of MLS Compilations and Copyrights

**Section 10.1 OWNERSHIP OF MLS COMPILED AND COPYRIGHT:** By the act of submission of any property listing content to the Service the Participant represents and warrants that he/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 Service license to include the property listing content in its copyrighted MLS Compilation and also, in conformance with the other rules and regulations and Participant's consent, in any statistical report on "Comparables," IDX or Broker Reciprocity data feeds, RETS data feeds, listing syndication, and any other form of licensing permitted under these rules and authorized by the service. 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.

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 (DCMA) 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 a BR 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 the 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 MLS’s, 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 procedures. 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.

**Section 10.2 COPYRIGHT:** All right, title, and interest in each copy of every MLS Compilation created by the Service, in all works contributed to the Service, and in the copyrights therein, shall at all times remain vested in the Service except as provided in the Participant License and Access Agreement.

NOTE: In order to assure compliance with these rules, each Participant or subscriber who engages a third party photographer and submits photos to the Service should consider obtaining a written agreement with the photographer assigning all rights, including copyrights, in the photographs, to the Participant or subscriber, or at a minimum granting the Participant or Subscriber and the Service a broad license to use the photos. The following provision or one substantially similar to it could be included in the agreement with the photographer:

“Photographer hereby assigns all right, title, and interest, including copyrights, in photographs to [insert name of Participant] and agrees to execute any further documents which may reasonably be necessary to effect such assignment.”

OR “Photographer hereby grants to [insert name of Participant] and Regional Multiple Listing Service of Minnesota, Inc., a perpetual, world-wide, royalty free license to copy, distribute, display, perform and create derivative works from Photographer’s photographs: Photographer agrees to execute any further documents which may be reasonably necessary to effect such license.” (Amended August 3, 2012)

**Section 10.3 INFRINGEMENT INDEMNIFICATION:** Each Participant shall indemnify, defend, and hold the Service and each other Participant and subscriber harmless against any liability arising from a claim that use by the Service of text or photos submitted by the Participant or its affiliated subscribers or employees infringes the copyright of a third party. (Amended August 3, 2012)

**Section 10.4 LESSEE’S RIGHT TO USE MLS COMPILATION:** Each Participant shall be entitled to lease from the Service access to the MLS Compilations for the Participant and each person affiliated as a licensee with such Participant. The Participant shall pay the lease fee set by the association/board of REALTORS® from which the Participant purchases multiple listing services. Participants shall acquire by such lease only the right to use the MLS Compilation in accordance with these rules.

## Section 11 - Use of Copyrighted MLS Compilations

**Section 11.1 DISTRIBUTION:** Participants shall at all times maintain control over and responsibility for the MLS Compilation or any portion thereof leased to them by the Service, and shall not distribute any data copies to persons other than persons who are affiliated with such Participant

as licensees. Use of information developed by or published by the Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and all other uses are prohibited. Further, none of the foregoing is intended to convey a "Participation" or "Membership" or any right of access to information developed or published by the Service where access to such information is prohibited by law.

**Section 11.2 DISPLAY:** Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Compilation or portions thereof to prospective purchasers/renters only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers/renters for the properties described in the MLS Compilation.

**Section 11.3 REPRODUCTION:** Participants or their affiliated licensees shall not reproduce the MLS Compilation or any portion thereof except in the following limited circumstances:

- a. Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers/renters, 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 judgement of the Participant or their affiliated licensees, be interested.
- b. Participants who are a REALTOR® actively engaged in listing properties for sale and/or assisting and negotiating on behalf of buyers of real estate, or their affiliated licensees, may reproduce from the MLS Compilation, and distribute to prospective customers, verbally or in printed or email format, a reasonable number of single copies of sold property data listings contained in the MLS Compilation which relate to any properties in which the prospective customer(s) are or may, in the judgment of the Participant or their affiliated licensees, be interested. A republication of sold listing property data under this section shall: i. display the name of the listing broker in at least 10 point font, ii. contain only those fields of data designated by RMLS for this purpose or a subset of those data fields, and iii. include the following disclosure on each page containing sold listing property data in at least 10 point font:

**Copyright [or © ] nnnn [current year] Regional Multiple Listing Service of Minnesota, Inc. All**

**Rights Reserved. Information deemed reliable but not guaranteed. Property data presented reflects information otherwise available from public records. The REALTOR® providing this information may not have represented the buyer or seller in some or all of the transactions.**

The property data from the MLS Compilation may not be modified or manipulated. (This is not a limitation on the design of the communication but refers to the actual data.) Unless expressly contravened by the provisions of this section, all other rules and regulations remain in full force and effect.

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

Any MLS information, whether provided in written or printed form, electronically, or 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 other 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 using such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

Note: It is intended that the Participant be permitted to provide prospective purchasers/renters with listing data relating to properties which the prospective purchaser/renter has a bona fide interest in purchasing/renting or in which the Participant is seeking to promote interest. The term "reasonable," as used herein permits only limited reproduction of property listing data intended to facilitate the

prospective purchaser's/renter's decision-making process in the consideration of a purchase/lease. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to, the total number of listings in the MLS Compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's/renter's expressed desires and ability to purchase, 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/renter.

**Section 11.4 LIMITATIONS ON USE OF MLS INFORMATION:** Information from MLS Compilations of current listing information, from statistical reports, and from any sold or comparable report of the Service may be used by Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

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 Service must clearly demonstrate the period of time over which such claims are based and must include the following,

**Based on information from the REGIONAL MULTIPLE LISTING SERVICE OF MINNESOTA, INC for the period (date) through (date).**

**Section 11.5 WEBSITES THAT DISPLAY LISTING DATA:** Any website that displays listings must be under the control of the broker.

**Section 11.6: LISTING CONTENT:** A Participant shall not change the content of any MLS Listing Information 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 or the display of fewer than all of the listings or fewer than all of the authorized information fields (Adopted February 2009).

**Section 11.7: DISCLAIMER:** A Participant shall cause to be placed on listing display a notice indicating that the MLS Listing Information is deemed reliable but is not guaranteed accurate by the MLS. A Participant may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability (Adopted February 2009).

**Section 11.8: LISTING LIMIT:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 listings in response to any inquiry (Adopted February 2009).

## **Section 12 – Republication of Broker Reciprocity Database on Internet Permitted**

**Section 12.1: Broker Reciprocity Authorization:** Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on BR sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. (Amended August 3, 2012)

**Section 12.2 BR Participation:** A BRS may republish all or a portion of the Broker Reciprocity Database on the Internet in accordance with the following provisions and in keeping with any policies that RMLS may adopt from time to time. Unless expressly contravened by the provisions of this section, all other rules and regulations remain in full force and effect.

- a. Participation in Broker Reciprocity is available to all RMLS participants who are REALTORS® who are engaged in real estate brokerages and who consent to display of their listings by other Participants. In order to be a BRS, a Participant must be a REALTOR® actively engaged in listing properties for sale and/or assisting and negotiating on behalf of buyers of real estate and consent to display of their listings by other Participants.
- b. Participants must notify the MLS of their intention to display IDX information and must give the MLS



- direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.
- c. MLS Participants may not use BR-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of BR listings by recognized search engines.
  - d. Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWS). *Amended 4/13*
  - e. Participants may select the listings they choose to display on their IDX site 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 on any IDX site must be independently made by each Participant.
  - f. The BRS must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every 12 hours.
  - g. Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. *Amended 4/13*
  - h. Any display of the Broker Reciprocity Database or any portion thereof must be controlled by a BRS and must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the BR policy and these rules, "control" means the BR participant has either built the Website for its own use with internal resources or obtained technology for the Website under an agreement with a third party that provides the BR Participant final control over the operation of the Website. Apparent control means that a reasonable consumer viewing the Website would conclude that it is under the control of the BR Participant. The following are currently deemed to be evidence of apparent control: that the BR Participant's branding is more prominent than that of any other entity and that the domain name and branding on the Website distinguish the BR Participant from non-participating firms, e.g., from the Participant's franchise and from other franchisees for the same franchise, if applicable. The display must disclose the licensee's state(s) of licensure in a reasonable and readily apparent manner.
- i. Any BR display controlled by a Participant or Subscriber that
    - a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
    - b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,
 either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participant. Except for the foregoing and subject to Section 12.2 (j), 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.
  - j. Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing 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 August 3, 2012)

**Section 12.3 BR Display:** Display of listing information pursuant to BR is subject to the following rules

- a. Listings displayed pursuant to BR\_shall contain only those fields of data designated by RMLS for this purpose. A BRS may display fewer fields if it chooses.
- b. Participants shall not modify or manipulate information relating to other Participants listings. MLS Participants may augment their BR display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.
- c. The RMLS-approved icon and an explanation that those properties marked with the icon are provided courtesy of the Regional MLS of Minnesota, Inc. Broker Reciprocity Database must appear on the first page where any listing data is displayed. If a data display page consists of listing data only in thumbnail display, the following disclosure may be displayed instead of the BR logo, "Some or all of the property listings above may have been submitted to the Regional Multiple Listing Service (RMLS) by the listing broker for distribution to cooperating brokers through Broker reciprocity. Attribution of the listing broker may be found on the detail page for all properties." The disclosure must be in a readily visible color, in a reasonably prominent location, and in a typeface not smaller than the median typeface used in the display of listing data. Displays of minimal information (e.g. "thumbnails," test messages, "tweets," etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.  
*Amended 4/13*
- d. Any search result identifying another BRS's listing in a brief or "thumbnail" format shall bear the RMLS-approved icon or the RMLS-approved thumbnail icon immediately adjacent to the property information to identify the listing as an RMLS listing. The RMLS-approved icon shall be at least 95 pixels by 35 pixels. The RMLS-approved Thumbnail icon shall be at least 35 pixels by 35 pixels. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.  
*Amended 4/13*
- e. A thumbnail display of another BRS's listing may not include any contact information or branding of the BRS who owns the web site, any of its agents, or any third party.
- f. A thumbnail display's text may include only the following (or any portion of the following list): Address fields, price, MLS Listing Number, a photo of the listing property, attribution to the listing broker, the Broker Reciprocity logo (no less than 95 pixels by 35 pixels) and "button" providing links for other information.
- g. A search result producing a detailed display of another BRS's listing shall bear that BRS's name, the RMLS-approved icon, and RMLS's copyright notice immediately following the property information. The BRS's name, RMLS-approved icon, and copyright notice shall be in a readily visible color, in a reasonably prominent location, and in a typeface not smaller than the median typeface used in the display of listing data.
- h. A detailed display of another BRS's listing may not include any contact information or branding of the Participant who owns the web site, any of its agents, or any third party within the "body" of the listing data. The "body" is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.
- i. Any result identifying another BRS's listing shall include (in at least as large as the largest type size used to display the listing data) the disclaimer "[Broker Name] is not a Multiple Listing Service (MLS), nor does it offer MLS access. This website is a service of [Broker Name], a broker Participant of the Regional Multiple Listing Service of Minnesota, Inc. Information Deemed Reliable But Not Guaranteed."
- j. A BRS must make changes to an Internet site necessary to cure a violation of RMLS's Rules within five business days of notice from RMLS of the violation.
- k. No portion of the Broker Reciprocity Database shall be co-mingled with any non-MLS listings on the BRS's Internet web site. An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in the BR feed with listings available from

other MLS IDX feeds, provided all such displays are consistent with the BR 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.

- l. Any BRS using a third party to develop/design its web site will have a written agreement with that third party in the form prescribed by RMLS.
- m. Any BR website must be under the control of a single BRS.
- n. A display of Open House information must include the following disclaimer: “Open House information is subject to change without notice.
- o. Display of BR Residential Rental listings may not be co-mingled with BR For Sale listings or any non-MLS listings. (Amended August 3, 2012)

**Section 12.4 Down Payment Resource<sup>SM</sup>** BRS sites receive information in their BR data feed to display the Down Payment Resource (DPR) icon for those listings where down payment assistance may be available. Display of the Down Payment Resource icons is optional. However, if a broker/agent decides to display the icons, the following rules apply:

- a. The icon must be displayed for all listings for which Down Payment Resource is potentially available (as reflected in the BR data feed). The site may not display the icon for some listings and leave it off of others (that are flagged for DPR availability).
- b. An RMLS-approved DPR icon must be included in any thumbnail and detail format display of the listing data. Only icons from the RMLS approved DPR icon library may be used and may not be altered in any way.
- c. The DPR icon displayed may not be larger than the Broker Reciprocity logo displayed on the same screen.
- d. At a minimum, the text “Down Payment Assistance” must be displayed either next to the icon (with or without a link) or in the “Alt tag” of the icon so that it displays when the Web site user mouses over the icon.
- e. Other explanatory text may be added but must not state that the listing is eligible for Down Payment

Assistance, only that it **may** be eligible. Additional sample text is included in the DPR icon library.

**Section 12.5 END-USER LICENSE AGREEMENT:** Once during each viewing session of the BRS’s web site, the BRS’s web site must require the visiting consumer to assent to the terms of the “End-User License Agreement for consumers accessing public MLS and broker web sites, including Broker Reciprocity sites” (the “EULA”), promulgated by the Service. The BRS’s web site must obtain the consumer’s assent by means of the consumer’s affirmative act before the consumer views any portion of the Broker Reciprocity Database. The Service may in its sole discretion amend the EULA at any time; each BRS shall begin using the most recent version of the EULA within 30 days of the date that the Service adopts it.

Note: This rule requires that the consumer assent to the EULA on each visit. Some BRSs operate sites that assign a user ID and password to consumers so that they can return to ‘Favorites’ and the like. Those BRSs may prefer to have the consumer assent to the EULA only when obtaining a password. The problem: If Consumer A gets a password and gives the password to Consumer B, and Consumer B visits the site and is not required to assent to the EULA, the terms of the EULA may not be binding on Consumer B. *The rule therefore requires assent on every visit.* This can be done unobtrusively by putting a link above the ‘Search’ button on the search page. The link could say “I have read and agree to the terms of the license agreement” (with “license agreement” linked to the full text of the EULA). The affirmative act requirement is fulfilled when the consumer clicks the search button.

## Section 13 - Use of MLS in Member Firm Name and Web Address

**Section 13.1** [effective March 3, 2006]

- (a) Use of RMLS and NorthstarMLS Trademarks Prohibited. Members and subscribers shall not use the copyrights or trademarks of RMLS or NorthstarMLS and shall not use RMLS’s or NorthstarMLS’s logos (e.g., starfield/dipper/Northstar, Letter “R” contained in state of Minnesota outline), “RMLS,” “Regional Multiple Listing Service,” “NorthstarMLS” or derivatives thereof in member names, domain names, web addresses or uniform resource locators (“URLs”).
- (b) Use of Term “MLS” Prohibited. Members shall not use the term “multiple listing service,” the acronym “MLS,” or derivatives thereof in member names, except as provided in

Section 13.1(c). In addition, members and subscribers shall not use the terms “multiple listing service,” the acronym “MLS,” or derivatives thereof in domain names, web addresses email addresses, or URLs and all existing uses of such terms in the previously stated manner, must cease no later than 6 months after the effective date of this Rule unless the member’s name is protected by and only to the extent protected by Section 13.1 (c). No member shall indicate or imply in any manner that the member is a multiple listing service or that the public has access to or may search the multiple listing service (e.g. “Search the MLS” or “Access RMLS/NorthstarMLS”) on the member’s website or otherwise.

(c) Prospective Application. Section 13.1 (b) shall not apply to uses of the term “multiple listing service,” the acronym “MLS,” or derivatives thereof in members names which were in effect on the date this rule was adopted (3/03/06). Such prior uses shall include a disclaimer that provides that the member is not a multiple listing service but is a member of RMLS. The disclaimer shall prominently and conspicuously appear in all of the member’s advertising and on the home page of the member’s website, any page from which visitors to the site may search for property, and any page on which another member’s listings appear.

## Section 14 – Virtual Office Websites (VOWs)

**Section 14.1 (a):** A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

(b) As used in Section 14 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or

by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

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

(d) As used in Section 14 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by by Participants to the MLS and aggregated and distributed by the MLS to Participants.

**Section 14.2 (a):** The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

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

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

**Section 14.3 (a):** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

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

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

must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

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

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

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

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

- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
- iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
- iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
- v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial

obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

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

**Section 14.4:** A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

**Section 14.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

**Section 14.6 (a):** A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

#### **Seller Opt-Out Form**

1. Please check either Option a or Option b

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

OR

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

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

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

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

**Section 14.7:** (a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 14.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 14.8:** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 14.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 14.10:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall

distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 14.11:** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 14.12:** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property.

**Section 14.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**Section 14.14:** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**Section 14.15:** A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

**Section 14.16:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 14.17:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 14.18:** Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

**Section 14.19:** A participant's VOW may not make available for search by or display to Registrants any of the following information:

- a. The type of listing agreement, i.e., exclusive right-to-sell or exclusive agency;
- b. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

## Section 15 – Data Sharing Network

### 15.1 Definitions.

15.1.1 "Data Sharing Network" or "DSN" means all the REALTOR® associations and multiple listing services (the "DSN MLSs") that provide access to the multiple listing data of the Service in return for the Service providing its multiple listing data to the DSN MLSs. For purposes of these rules, the Service itself is a DSN MLS.

15.1.2 "Other MLS" means any DSN MLS, other than the Service, from which Participant or its salespeople wish to obtain access to listing information.

15.1.3 "Other MLS Policies" means the Other MLS's bylaws, policies and procedures manual, and rules and regulations, as the Other MLS amends them from time to time. These policies may differ from those of the Service.

15.2. **Purpose.** The purpose of the DSN is to make it possible for participants and subscribers of each DSN MLS to disseminate listing information to, make offers of compensation to, and receive offers of compensation from participants in other DSN MLSs. The objective of the DSN is to facilitate the sharing of information and compensation among participants and subscribers of DSN MLSs. Only REALTORS® are permitted to use the DSN; firms that cannot make offers of compensation and are not entitled to active listing information in the service are not entitled to use the DSN.

15.3 **Offers of Compensation.** Each participant in each DSN MLS, including Participant, is bound by its offer of compensation in its home MLS with regard to all other Participants in DSN MLSs. In other words, if a broker with authorized DSN access in another MLS finds Participant's listing in the Service and is the procuring cause of its sale, Participant is obliged to pay to that broker the compensation specified on the listing record in the Service, subject to these rules.

15.4 **Listing brokers participating in more than one MLS.** If a Participant in the Service is also a Participant in any other DSN MLS, and the Participant enters a listing for a property into the Service and any other DSN MLS with differing cooperating commission amounts, the follow provisions shall apply:

15.4.1 **Cooperating broker chooses which offer to accept.** If a cooperating brokerage is aware of multiple

offers of compensation from a listing brokerage on the same property in different DSN MLSs, the cooperating brokerage may select which offer of compensation it will accept. If the cooperating brokerage is the procuring cause of the sale of the property, it will be entitled to payment according to the offer of compensation that it accepted.

15.4.2 **Arbitration required.** In the event of a dispute regarding compensation under this Section, listing brokerage and cooperating brokerage shall submit to arbitration under Article 17 of the Code of Ethics of the National Association of REALTORS® as provided in these rules.

15.4.3 **Evidence to be considered.** In the event of an arbitration arising in a dispute under this Section, the arbitration panel may consider, in addition to all other information, testimony from the cooperating brokerage regarding its awareness of listing brokerage's multiple offers and testimony and contemporaneous records from listing brokerage regarding the cooperating brokerage's stated expectation of compensation at the time the cooperating brokerage submitted the offer that was eventually accepted by the seller.

15.5 **Commission Disputes.** Participants must mediate or arbitrate (or both) any dispute over any commission offered through the DSN between Participant and any other broker or licensee participating in any DSN MLS. All mediation and arbitration will take place as set forth in Article 17 of the National Association of REALTORS® (NAR) Code of Ethics or under other provisions of the NAR *Code of Ethics and Arbitration Manual*.

15.6 **Access to Other MLSs.** Access to data of Other MLSs is subject to the following provisions:

#### 15.6.1 Access to Listing Data in Other MLSs.

Participant and its salespeople may have access to the listings of an Other MLS through the DSN according to the terms of that Other MLS's rules and regulations. Access to listings in other DSN MLSs is available only to those Participants entitled to access to listings in the Service.

15.6.2 **No Input.** Neither Participant nor its salespeople are entitled to input any listing content into an Other MLS Database. These privileges are limited to brokers and licensees who become Participants and subscribers directly to the Other MLS.

15.6.3 **IDX.** Participant may have access to and use IDX data feeds from each Other MLS that has granted permission for IDX sharing, provided its use of that data is subject to the IDX rules of the Other MLS.

15.7 **Application of Other MLS rules.** If the Participant accesses or allows any of its salespeople to access the listing data of an Other MLS, Participant becomes bound by the rules and regulations of that Other MLS with regard to that listing data and with regard to any transaction arising from use of that data. The following provisions also apply.

**15.7.1 Priority of Rules and Agreements.** Access by Participant and its salespeople to the Other MLS Database is subject at all times to the limitations set out in the Other MLS Policies. In the event of an apparent conflict between the Other MLS Policies and these rules, Participant's obligations and rights shall be determined, in order of precedence, by the Other MLS Policies, by any agreement between Participant or its salespeople and the Other MLS, and by these rules.

**15.7.2 Use limited.** Participant and its salespeople may use the Other MLS Database solely for the purpose of selling, listing, leasing, and appraising real estate as provided in the Other MLS Policies. Except as expressly provided in the Other MLS Policies, Participant and its salespeople may not copy, create derivative works of, distribute, perform, or display the Other MLS Database or any part of it.

**15.7.3 Confidentiality.** Participant and its salespeople shall maintain the confidentiality of all user IDs, passwords, and tokens (if any) and of the Other MLS Database; Participant, its salespeople, and its employees shall not provide user IDs, passwords, or tokens (if any) to any third party. To maintain the confidentiality of all user IDs, passwords, and the Other MLS Database, Participant, its salespeople, and its employees shall take the greater of reasonable care or the care Participant takes to protect its own confidential information.

**15.7.4 Consideration of alleged rule violations.** Participant must submit the Other MLS Policies, whether relating to a listing record in the Other MLS Database or to another broker Participant in the Other MLS. Participant remains subject to the rules of the Service as well. As a result, it is possible that the same act or acts could constitute a violation of policy in both the Other MLS and the Service, and that Participant may be sanctioned for multiple violations if Participant is found culpable. Participant consents to the Service communicating the final resolutions of disciplinary proceedings to all DSN MLSs.

**15.7.5 Other sanctions.** In addition to fines, Participant may be subject to other sanctions levied by the Service, including discontinued access to the DSN, the Other MLS Database, or the Service itself.

**15.8 Disclaimer of warranties.** The Other MLS provides the Other MLS data on an "as is," "as available" basis. Use of the Other MLS data and the information available through the Other MLS data are at Participant's sole risk. The Service and the Other MLS do not warrant that the Other MLS data will be uninterrupted or error-free, accurate, complete, current or reliable.



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# Interpretive Policies

## Property Type Definitions

- A listing must be entered into the property type consistent with the following definitions:
  - **Single Family Residential-** A single dwelling including condominiums, town homes, twin homes, hobby farms, etc.
  - **Multi-Family Residential** - dwelling with two, three or four living units within.
  - **Lots & Land** – real property without a building used for dwelling or commercial purposes.
  - **Commercial / Mixed Use** – property of commercial, residential or mixed commercial and residential use.
  - **Residential Rental** – Residential properties available for rent including Single Family Residences, Condos, Duplexes, Triplexes, Apartment Buildings, Mobile Homes, Retirement Communities, etc.
  - **Farm** – Income producing property with or without a livable structure.

## Listing Status Definitions

- **Active:** An active listing is one that is available for showings.
- **Pending:** A listing is pending when a purchase agreement has been signed by both parties and the seller has authorized the listing broker to withdraw said property from the market. (Revised December 6, 2013)
- **TNAS:** A listing that is temporarily not available for showing is one where a listing contract still exists but the listing is off the market for a time. Seller must sign a listing input change form.
- **Cancelled:** A cancelled listing is one where there is no longer a listing agreement in affect. The seller and the broker must sign a cancellation.
- **Comp Sold:** Properties that are sold without having a listing agreement may be entered into the MLS as a comp-sold after the transaction has closed. The buyer must sign a listing input form.
- **Coming Soon:** A Coming Soon listing status indicates the property is being prepared for sale but is not ready for showing. Listings in Coming Soon status may not be shown until the listing is in Active status. Listings in a Coming Soon status must upload a completed and signed Coming Soon Listing Authorization Form. If a listing in Coming Soon Status has an accepted offer, it is no longer eligible for Coming Soon status. The listing status must change to Active with a noted contingency, TNAS with a noted contingency or Pending.
- For any status change, there must be a seller's signature on the approved RMLS change form.

A listing can be entered into only one property type except that:

- A property with multiple dwelling units may be entered in Multi-Family Residential and in Commercial/Mixed Use IF the building has a commercial component.
- A lot may be listed in Lots & Land as solely the land for sale. Additionally, if the seller can build a house on the lot from a floor plan, it may be listed in Single Family Residential with "To-Be-Built/Floor Plan" construction status.

- A property with both a commercial and a single-family component may be entered in both Single Family and Commercial
- A single-family home that is likely to be torn down for the value of the land may be entered in both Single Family and Lots & Land
- Farms may be entered in both Farms and Lots & Land

No two active listings should have the same property identification number (PID) with the following exceptions:

- In a new development where PID numbers have not yet been assigned multiple properties may be entered with the same PID.
- If the property owner has granted written permission for property showing to the seller of the equitable interest, both listings may appear.
- If a Single Family Residential property is available with optional amounts of land, it may be listed twice with different amounts of acreage. If more than 2 optional amounts of land are available, the additional amounts should be described in remarks.

## Market Time

Market time is equal to the number of days between the list date and the date the listing is entered into NorthstarMLS, plus one for every day the listing shows as active on NorthstarMLS.

## Construction Status Definitions

- 1) **Previously Owned** – The residence is currently or was previously occupied as a dwelling.
- 2) **Completed New Construction** – The residence is ready for occupation but has not been occupied.
- 3) **Under Construction / Spec Home** – The residence is not yet ready for occupation but construction has begun.
- 4) **To Be Built / Floor Plan** – A drawing or blue print of a residence that may be purchased and constructed.
- 5) **Model** – A residence constructed as part of a sales campaign to demonstrate design, structure and appearance of a development. The model may or may not be available for sale

## Reporting Closed Sales

In the event of a closed sales where the sale price is missing or inaccurate and the Participant is not able to refuses to enter the data, the Service will input the sale price from public records unless the Participant has filed with the service, at the time of closing, a written request from the seller, stipulating sale price not be reported. This Procedure does not exempt the Participant from fines for violation of MLS Rules & Regulations.

## Joint or Co-listings

- In the event that a Participant jointly lists a property with another Participant, only one data form shall be processed through the Service.
- In the event that a Participant jointly lists a property with a party who is not a Participant, the Participant shall submit a copy of the contract to the Service. (Effective December 1, 2000)