



**EMERALD COAST
ASSOCIATION OF REALTORS®**

**RESIDENTIAL PROPERTY MANAGEMENT
MLS INFORMATION EXCHANGE
(RPM MLS IE) RULES**

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PREAMBLE

Notice to Association Members and Non-Member Brokers: Under the long established policy of this Association, the Florida Association of REALTORS[®], and the National Association of REALTORS[®]:

1. The broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the broker and their client(s), and is not fixed, controlled, recommended, or maintained by any persons not a party to the listing agreement.
2. The compensation paid by a listing broker to a cooperating broker in respect to any listing established by the listing broker and is not fixed, controlled, recommended or maintained by any persons other than the listing broker.

Purpose of these Rules: These rules are designed to guide Participants; however, they are not to be construed as arbitrary restrictions on business practices. They are based on experience and are not designed to be restrictive upon the personal rights of participating individuals.

Purpose of an MLS Information Exchange (MLS IE) : An MLS Information Exchange is a facility for the orderly correlation and dissemination of listing information among Participants of a Multiple Listing Service so that they may better service their clients/customers and the public. A Multiple Listing Service provides an Information Exchange as an ancillary service and participation by MLS Participants is optional. Because an MLS Information Exchange is not a Multiple Listing Service, no offers of compensation to cooperating brokers may be published. If a relationship is established between the listing broker and a prospective cooperating broker, it is strongly recommended that the terms and conditions be established in writing prior to the time the cooperating broker commences any efforts to produce a prospective purchaser or tenant. A Multiple Listing Service which provides an MLS Information Exchange shall not enact or enforce any rules which restrict, limit or interfere with the actions of its Members in their relations with each other or in their REALTOR[®]/Client relationship or in the conduct of their business including, but not limited to, the following:

1. MLS shall not: Fix, control, recommend, suggest or maintain commissions rates or fees for services to be rendered by Members.
2. MLS shall not: Fix, control, recommend, suggest or maintain any percentage division of commissions or fees between cooperating Members and between Members and nonmembers.
3. MLS shall not: Require financial support of Multiple Listing Service operations by any formula based on commission or sales price.
4. MLS shall not: Require or use any form which establishes or implies the existence of any contractual relationship between the Multiple Listing Service and the client (buyer or seller).
5. MLS shall not: Make any rule prohibiting or discouraging cooperation with nonmembers.
6. MLS shall not: Limit or interfere with the terms of the relationship between a Member and his salespersons.
7. MLS shall not: Prohibit or discourage any Members from political participation or activity.
8. MLS shall not: Make any rule granting blanket consent to a selling Member to negotiate directly with the seller (owner).
9. MLS shall not: Make any rule regulating the advertising or promotion of any listing.
10. MLS shall not: Prohibit, or discourage a Member from accepting a listing from a seller (owner) preferring to give "office exclusive."
11. MLS shall not: Adopt any rule denying a listing Member from controlling the posting of "sold" signs.
12. MLS shall not: Reject any exclusive listing submitted by a Member on the basis of the quality or price of the listing.
13. MLS shall not: Adopt rules authorizing the modification or change of any listing without the express written permission of the listing Member.

Listing Procedures

Section 1. LISTING PROCEDURES: Listings of real property or marketable (equitable) interest in real property, which may include personal property, are taken subject to a real estate broker's license, within the territorial jurisdiction of the Association (defined as the Emerald Coast Association of REALTORS®). Listings taken by Participants (see note 1) may be submitted to the MLS Information Exchange (MLS IE) after all necessary signatures of lessor(s) have been obtained unless otherwise indicated in the right-to-lease/management agreement or other documentation.

Listings may be of the following types:

- (a) single family dwellings for lease



Incorrectly identifying the property type within the MLS IE is a **Class 2** violation of the MLS IE Rules (see Section 9).

NOTE 1: Any listing submitted to the MLS IE must represent a fully executed exclusive agreement between the lessor and the listing broker to lease the listed property. The right-to-lease/management agreement must include the lessor's authorization to submit the right-to-lease/management agreement to the MLS IE. Original right-to-lease/management agreements will be provided to the MLS IE for inspection on demand.



Submitting a listing to the MLS IE without obtaining a fully executed exclusive agreement between the lessor and the listing broker to lease the listed property to the MLS IE is a **Class 2** violation of the MLS IE Rules (see Section 9).

The MLS IE may reserve the right to refuse to accept a listing form that fails to adequately protect the interests of the public and the Participants.

Section 1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE MLS IE: Any listing submitted to the MLS IE is subject to the rules and regulations of the MLS IE upon signature of the lessor(s) and accepted by the Broker or an authorized agent of the Broker.

Section 1.2 DETAIL ON LISTINGS SUBMITTED TO THE MLS IE: A listing, when submitted to the MLS IE by the listing broker, shall be complete in every detail ascertainable as specified in the MLS IE computer system.



Entering incorrect, erroneous, or incomplete listing information is a **Class 2** violation of the MLS IE Rules (see Section 9).

NOTE 2 – Listing Photos: Every listing submitted to the Service must include at least one photo or rendering of the property. The photo must be submitted within five (5) days of the listing being submitted. Additional photos may be included with the listing as desired.



Failing to submit at least one photo within five (5) days of listing submission is a **Class 2** violation of the MLS IE Rules (see Section 9).

NOTE 4 – Mapping of Property Location: Each listing submitted to the service shall be incomplete without the location of the property being accurately represented either as precise longitude and latitude coordinates or geographically on a map provided by the service.



Failing to identify a property location by precise coordinates or geographically is a **Class 2** violation of the MLS IE Rules (see Section 9).

NOTE 5 – Parcel ID: Each listing submitted to the service shall include a valid Parcel ID for the parcel being listed as it is assigned by the county. The Parcel ID must be entered using the same format used on county property appraiser’s web site. If the specific parcel has not been assigned by the county then the words “Not Yet Assigned” must be entered in place of a Parcel ID.



Failing to enter a Parcel ID in the county format or using the phrase “Not Yet Assigned” for new parcels is a **Class 2** violation of the MLS IE Rules (see Section 9).

Section 1.2(a) APPEARANCE OF LISTING INFORMATION: HTML Tags or other computer coding that alters the appearance of the data are prohibited.



Altering the appearance of the data is a **Class 2** violation of the MLS IE Rules (see Section 9).

Section 1.4 CHANGE OF STATUS OF LISTING: Any change in the original listing agreement or the listing status shall be made only when authorized and shall be submitted to the MLS IE within one (1) business day after the authorized change is received by the listing broker.



Failing to reflect changes to an original listing agreement or listing status in a timely manner is a **Class 2** violation of the MLS IE Rules (see Section 9).

Section 1.7 LISTING PRICE SPECIFIED: The full, gross listing price stated in the listing contract will be included in the information submitted to the MLS IE.



Failing to include the full, gross price as stated in the listing contract in the MLS IE is a **Class 2** violation of the MLS IE Rules (see Section 9).

Section 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS: The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS IE shall not fix, control, recommend, suggest, or maintain the division of commissions or fees, if any, between cooperating Participants or between Participants and non-participants.

Section 1.10 CANCELLED LISTINGS: Any listing submitted to the MLS IE shall be placed in an inactive status within two business days of a cancellation or expiration of a right-to-lease/management agreement.






Improperly or erroneously extending or renewing a listing or publishing a new listing when a listing agreement has been extended or renewed is a **Class 2** violation of the MLS IE Rules (see Section 9).

Section 1.13 LISTINGS OF SUSPENDED PARTICIPANTS: When a Participant of the MLS is suspended from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS or MLS IE Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS IE by the suspended Participant shall, at the Participant's option, be retained in the MLS IE until rented or in active status for a year and shall not be renewed or extended by the MLS IE beyond that date. If a Participant has been suspended from the Association, MLS, or both for failure to pay appropriate dues, fees, or charges, an Association or MLS is not obligated to provide MLS IE services, including continued inclusion of the suspended Participant's listings in the MLS IE compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS IE, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his clients/customers. Listings are to be removed within 48 hours of notification.

Section 1.14 LISTINGS OF EXPELLED PARTICIPANTS: When a Participant in the MLS 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 or MLS IE Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS IE shall, at the expelled Participant's option, be retained in the MLS IE until rented or in active status for a year and shall not be renewed or extended by the MLS IE beyond that date. If a Participant has been expelled from the Association, MLS, or both for failure to pay appropriate dues, fees, or charges, an Association or MLS is not obligated to provide MLS IE services, including continued inclusion of the expelled Participant's listings in the MLS IE compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS IE, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients/customers. Listings are to be removed within 48 hours of notification.

Section 1.15 LISTINGS OF RESIGNED PARTICIPANTS: When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS IE compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS IE, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients/customers. Listings are to be removed within 48 hours of notification.

Section 1.16 USE OF LOCK BOXES: Lock boxes may be used on a listed property only if the owner has signed a written authorization stating that the owner(s) has been informed of the risks involved and knows that the use of the lock box is not mandatory. Participants may use any type of lock box they wish; however, "Lock Box" may be inserted in the published listing only for the ECAR sponsored lock boxes, currently the Supra iBox. Using a non-sponsored lock box and indicating such in the MLS IE is a violation of these rules and regulations. Lock box combinations and "Call Before Showing" ("CBS") codes are confidential and shall not be published anywhere within the MLS IE.

	Using a lock box without proper written authorization is a Class 2 violation of the MLS IE Rules (see Section 9).
	Indicating the use of a lock box not sponsored by ECAR is a Class 2 violation of the MLS IE Rules (see Section 9).
	Publishing lock box combinations, "Call Before Showing (CBS)" codes, or other security-related information within the MLS IE is a Class 2 violation of the MLS IE Rules (see Section 9).

Renting Procedures

Section 2.5 REPORTING RENTALS AND RENEWALS TO THE MLS IE: Once a property has been rented, the participant shall change the listing status in the MLS IE to “Rented” and update the appropriate information as required, including the actual rent amount, within two business days. Any renewal of a lease must be reported to the MLS IE and the participant shall update the appropriate information as required, including the actual rent amount, within two business days.



Failing to update listings in a timely manner is a **Class 2** violation of the MLS IE Rules (see Section 9).

Section 2.7 ADVERTISING OF LISTINGS SUBMITTED TO THE MLS IE: A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker (see note 1 and note 2).



Improperly advertising listings is considered a **Violation of Conduct** (see Section 9).

NOTE 1: The following shall be known as the “ECAR Broker Reciprocity Policy:”

1. MLS Participants may display on Participants’ public websites, aggregated MLS IE active listing information through, at Participant’s option, either downloading and placing the data on Participants’ public websites or by framing such information on the MLS or association public access website (if such site is available) subject to the requirements of state law and regulation.
2. Unless state law requires prior written consent from listing brokers, listing brokers' consent for such display is presumed unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, then that Participant may not download or frame the aggregated MLS IE data of other Participants.



Downloading or framing aggregated MLS IE data of other Participants by Participants who refuse to allow display of their listings is a **Class 1** violation of the MLS IE Rules (see Section 9) and that Participant is subject to be suspended from the MLS until such activity has ceased.

3. Agents are NOT allowed to frame the ECAR public site without their Brokers permission.



Framing of the ECAR public site by agents without their Broker's permission is a **Class 2** violation of the MLS IE Rules (see Section 9).

4. Brokers may enter into reciprocity agreements with other broker(s) for exchange of listing data. Brokers are subject to the ECAR Internet Display Policy only when the MLS provides the data.
5. The Broker reciprocity only applies to Internet display and is not intended as further permission to advertise another Brokers listing.

NOTE 2: The following shall be known as the "ECAR Internet Data Display Policy."

1. Only ACTIVE listings may be displayed. Confidential information fields intended for cooperating brokers (compensation, bonus, showing instructions, type listing, agent notes) and Lessor information (Name, phone #) will not be displayed.
 - Use the fields that are sent to EmeraldCoastHomesOnline.com.
 - Brokers can grant permission for the MLS to include/ display property addresses on the Internet



Displaying confidential listing information or displaying non-active listings is a **Class 2** violation of the MLS IE Rules (see Section 9).

2. The Listing Office **MUST** be displayed on all Listings. Solid Earth may market "enhanced" services to the listing offices, agent and affiliates. These following items are permitted.
 - Listing Office logo is allowed. (enhanced)
 - Link to Listing Office web page is allowed. (enhanced)



Failing to display the Listing Office on all listings is a **Class 2** violation of the MLS IE Rules (see Section 9).

3. The data provided by the MLS **CAN NOT** be modified/ changed/ deleted in any manner.



Modifying, changing, or deleting data provided by the MLS is a **Class 1** violation of the MLS IE Rules (see Section 9) and violators are subject to be suspended from the MLS until such activity has ceased.

- If the MLS provides data directly to a broker, the source of the information being displayed must be identified (if other than by permitted framing of the ECAR public site) and participants **MUST** refresh all downloads / all data at least once every seven (7) days. Each listing will require a standard disclosure as to source, reliability, accuracy and currency and must display an “as of date”. The MLS may charge a “set-up” and “maintenance “ fee for such a service.



Failing to refresh data at least once every seven days is a **Class 2** violation of the MLS IE Rules (see Section 9).



Failing to include a standard disclosure or an “as of” date is a **Class 2** violation of the MLS IE Rules (see Section 9).

- Participants are prohibited from providing/ sharing the MLS IE database with any unauthorized third party.



Sharing MLS IE data with unauthorized third parties is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.

- Participants are required to indicate on their websites that the information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.



Failing to include a statement describing authorized use of the data is a **Class 2** violation of the MLS IE Rules (see Section 9).

Section 2.8 REPORTING CANCELLATION OR EXPIRATION OF LEASE:

The listing broker shall report immediately to the MLS IE the cancellation or expiration of a lease =and the listing shall be changed in the MLS IE immediately to the proper status (active, or inactive).



Failing to report the cancellation or expiration of a lease in a timely manner is a **Class 2** violation of the MLS IE Rules (see Section 9).

Prohibitions

Section 4. INFORMATION FOR PARTICIPANTS ONLY: Any listing filed with the MLS IE shall not be made available to any broker or firm not a Participant of the MLS without the prior consent of the listing broker.



Providing MLS IE data to any broker or firm that does not participate in the MLS is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.

Section 4.3 SOLICITATION OF LISTING SUBMITTED TO THE MLS IE: Participants shall not solicit a listing on property filed with the MLS IE unless such solicitation is consistent with Appendix C and Article 16 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.



Soliciting property inappropriately is considered a **Violation of Conduct** (see Section 9).

Commissions

Section 5. NO COOPERATIVE COMPENSATION TO BE SPECIFIED ON EACH LISTING: No references to cooperative compensation may be included on any listing submitted to the MLS IE (see “Purpose of an MLS Information Exchange” within the Preamble for more information). The listing broker shall specify, on each listing submitted to the MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker’s performance as the procuring cause of sale. The listing broker’s obligation to compensate any cooperating broker as the procuring cause of sale may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid, and how promptly has the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.



Specifying cooperative compensation on a listing is a **Class 2** violation of the MLS IE Rules (see Section 9).

Service Charges

Section 6. SERVICE FEES AND CHARGES: Service fees and charges are to be determined by ECAR Board of Directors.

Compliance With Rules

Section 7. COMPLIANCE WITH RULES: The following actions may be taken for noncompliance with the Rules:

- (a) MLS services will discontinue to a Participant for non-payment of any MLS fees only when so directed by the Board of Directors.
- (b) For failure to comply with any other rule, the provisions of Sections 9 shall apply.

Meetings

Section 8. Meetings of RPM MLS Committee: The Residential Property Management Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

Enforcement of Rules or Disputes

Section 9 – Consideration of Alleged Violations: The RPM MLS Committee through its Chairperson with assistance by Association staff shall give consideration to all complaints having to do with violations of the rules and regulations. Complaints must be submitted in written form and must include documentation to support the claim, including a copy of the listing in Full Agent Detail Report format when applicable.

Section 9.1 – Violations of Rules and Regulations: If the alleged offense is a violation of the rules and regulations of the Service and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, the RPM MLS Committee through its Chairperson with assistance by the Association staff will determine the validity of the allegation and if a violation is determined direct Association staff to initiate the procedure as described in this Section 9.1 in order to correct or mitigate the violation. Alleged violations of Section 16 of the rules and regulations shall be referred to the Association's Grievance Committee for processing in accordance with the professional standards procedures of the Association, except that if the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Association.

1. Scope and Severity of Violations – All violations of the MLS IE rules and regulations shall fall under one of the following levels of severity:

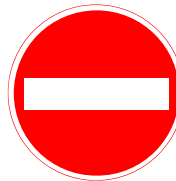
- a. **Violations of Conduct** – Violations of Section 16 of these MLS IE Rules and any other violation determined to be a violation of conduct shall be referred to the Association’s Grievance Committee as described above. Violations of Conduct are identified in these MLS IE Rules by the use of the following symbol in the margin or other discernable location adjacent to the section in which the corresponding rule is described:



- b. **Access Violations** – Violators of rules involving unauthorized access to the Service shall be subject to an automatic \$1000.00 fine. Access Violations are identified in these MLS IE Rules by the use of the following symbol in the margin or other discernable location adjacent to the section in which the corresponding rule is described:



- c. **Class 1 Violations:** Violators of Class 1 rules are subject to an automatic \$200 fine. Class 1 violations are identified in these MLS IE Rules by the use of the following symbol in the margin or other discernable location adjacent to the section in which the corresponding rule is described:



- d. **Class 2 Violations:** Class 2 violations are not subject to an automatic fine; however failure to correct a Class 2 violation within two (2) business days will result in the Participant being fined based on a **Progressive Fine Schedule** outlined below. The **Base Fine Amount** for failing to correct a Class 2 violation is \$100. Class 2 violations are identified in these MLS IE Rules by the use of the following symbol in the margin or other discernable location adjacent to the section in which the corresponding rule is described:



2. **Notification of Violations** – The Participant of the person who has violated the rules shall be notified of the rules infraction in accordance with Table 9.1 of these MLS IE Rules and this notice shall be determined by the scope of the violation (see “Scope and Severity of Violations “above). The violating party, if different from the Participant, will be provided a copy of the notification as a courtesy, however all corrections and sanctions, if any, shall be the responsibility of the Participant.
3. **Time Period to Correct a Violation** – Any violation of the MLS IE Rules must be corrected in a timely manner as determined by the scope of the violation (see Table 9.1). A notification of violation will include the exact deadline for correcting the violations cited.

NOTE: A violation is not considered corrected until written proof of correction is sent to and received by the sender of the notification whether that is the RPM MLS Chairperson or an Association employee.

4. **Failure to Correct a Violation** –Discipline for a violation of the MLS IE rules and regulations will be held in abeyance for a stipulated period of time to enable the individual found in violation of the MLS IE rules and regulations to correct the MLS IE property information. However, if the property information is not corrected during the term of the probation, then the discipline that was held in abeyance will be imposed. Sanctions are imposed against the responsible Participant. Participants will be notified of sanctions by Certified Mail or a similar method. Fines are payable upon receipt of invoice except as outlined in “Inability or Failure to Comply/Request for Hearing” below. All fines are subject to the payment terms outlined in the Bylaws of the Emerald Coast Association of REALTORS[®], Inc.

NOTE: Each violation is considered a separate offense, and each is subject to a unique sanction regardless of the number of violations pertaining to a particular listing, rule, or notice.














4.1 Progressive Fine Schedule: Participants who are cited for violations that are subject to a progressive fine schedule will be fined an increased amount based on the following schedule:

- i. A **Base Fine Amount**, determined by the scope of the violation, will be imposed the first time a subscriber (listing agent) violates a specific rule and fails to correct it in the time specified.
- ii. Fine amounts increase by the **Base Fine Amount** each time sanctions are imposed because the same subscriber (listing agent) violates the same rule and fails to correct the error in the allotted time.
- iii. A specific listing that is cited for multiple rules violations would be subject to multiple fines if not corrected. Each fine amount would be determined based on the number of times the subscriber (listing agent) had failed to correct violations of that cited rule.
- iv. Every listing cited in the same notice is considered a separate violation even if every listing is being cited for the same rules violation. Any listing that is not corrected within the appropriate time period is subject to a separate fine. However, the fine imposed will be the same amount for every listing with a specific rules violation, and these listings will be considered as one instance of an uncorrected citation when calculating the fine amount.
- v. Only sanctions imposed during the previous twelve (12) months will be considered in determining the amount of a progressive fine.

4.2 Subscriber Sanctions and Suspension of MLS Service – Subscribers may be subject to sanctions and their MLS privileges may be suspended if a cited violation remains uncorrected after initial sanctions have been imposed. If a listing has not been corrected within two business days of the issuance of an initial sanction, subscriber (listing agent) services will be suspended until the violation has been corrected. If a subscriber's services have been suspended three times within a twelve-month period for failing to correct listing violations, the subscriber will be required to attend remedial training on the MLS IE Rules. A subscriber who has been suspended four times within a twelve month period for failing to correct listing violations will have his or her Listing Maintenance privileges revoked for twelve (12) months.

NOTE: Should a Participant be suspended for failing to correct a listing violation as indicated in Section 9.1, Paragraph 4.2 of these MLS IE Rules, current association policy requires that MLS services be suspended for the entire brokerage.

5. Inability or Failure to Comply/Request for Hearing. If a Participant is unable to comply with a request to correct a violation, the Participant may request the Chief Executive Officer of the Association, the Chief Information Officer of the Association, and the RPM MLS Chairperson to consider the specific nature of the Participant’s circumstances. This tribunal may determine administratively by majority vote that a delay in compliance is warranted or there is no violation of the MLS IE rules. If the disciplined Participant wishes a formal hearing concerning any administrative decision, the Chief Executive Officer of the Association or the RPM MLS Chairman must receive written notice of this request within ten (10) days from the date that a citation is issued or a sanction is imposed, whichever is later. Any sanction imposed will be deferred until the hearing process, consistent with the NAR Code of Ethics and Arbitration Manual, has concluded. The panel conducting the hearing may decide to uphold the determination of violation and/or any sanctions, waive a sanction, or overturn the original determination of violation. Any decision by the panel will be documented in writing and a copy will be provided to the Participant. A Participant may appeal a decision by the panel to the Board of Directors whose decision is final, consistent with the NAR Code of Ethics and Arbitration Manual.

Scope of Violation	Citation Delivery Method	Days to Correct	Fine for Failure to Correct
 Conduct	Referred to Grievance Committee		
 Access	 Certified Mail	 0 Days (Automatic Fine)	 \$1,000
 Class 1	 Certified Mail	 0 Days (Automatic Fine)	 \$200
 Class 2	 Email	 2 Business Day	 Progressive
Table 9.1			

Confidentiality of MLS IE Information

Section 10. CONFIDENTIALITY OF MLS IE INFORMATION: Any MLS IE information provided by the Multiple Listing Service (MLS) to the Participants, including information provided to gain access to the Service such as passwords, shall be considered official information of the Service. Such information will be considered confidential and for the exclusive 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.



Failing to keep official information confidential is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.

Section 10.1 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION: The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 10.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION: Association Members who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with the Association Member who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these Rules and Regulations.

Ownership of MLS IE Compilations and Copyrights

Section 11. By the act of submitting of any property listing data to the MLS IE the Participant represents that he has been authorized to grant and thereby does grant authority for the Service to include the property listing data in its copyrighted MLS IE compilation and also in any statistical report on “Comparables.”

Section 11.1 All right, title, and interest in each copy of every Multiple Listing Information Exchange Compilation created and copyrighted by ECAR and in the copyrights therein shall at all times remain vested in ECAR.

Use of Copyrighted MLS IE Compilations

Section 12. DISTRIBUTION: Use of information developed by or published by a Multiple Listing Service including MLS IE information is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Specifically, the selling of data, recompiled data, derivative products, analyses of formatted data, or distributing in written, printed, or electronic form, proprietary or copyrighted information of this MLS IE other than the Participants' own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of this MLS and the property owner whose information is so disseminated, except for appraisal or comparative market analysis (CMA) purposes or the marketing of properties to prospective purchasers is prohibited. Elements of a Listing Compilation submitted to the service that is of a creative nature (including but not limited to the Remarks, Agent Notes, Photos, Photo Remarks, and Virtual Tours) may not be copied and submitted by a different Participant without the expressed written consent of the Listing Participant. Unauthorized dissemination of system access passwords is expressly prohibited. *(amended 6/06)*



Disseminating system access passwords is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.



Submitting a listing containing creative information taken from another Participant's listing is a **Class 2** violation of the MLS IE Rules (see Section 9).

In addition, by joining and participating in this MLS, Participants acknowledge that any copyright and ownership interest in property images taken by this MLS's photographers shall belong to this MLS. Copyright and ownership interests in images submitted by a Participant shall remain with the Participant; however, Participant licenses this MLS to reproduce, distribute, and transform the image and place an MLS copyright legend on the image.

Section 12.1 DISPLAY: Participants, and those affiliated as licensees with such Participants, shall be permitted to display the MLS IE Compilation to prospective tenants only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able tenants for the properties described in said MLS IE Compilation. Information not found on Customer Full reports may not be displayed or disseminated except to those authorized to access the service, however a Participant may provide an Agent Full report of a listing to its lessor(s).

Section 12.2 REPRODUCTION: Participants or their affiliated licensees shall not reproduce any MLS IE Compilation or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS IE Compilation, and distribute to prospective tenants, a reasonable (see note) number of single copies of property listing data contained in the MLS IE Compilation that are specifically designated for clients/customers and which relate to any properties in which the prospective tenants are, or may, in the judgment of the Participants or their affiliated licensees, be interested.

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, “rented” information, “comparables”, or statistical information from utilizing such information to support a proposed lease amount for a particular property for a particular client/customer.

However, only such information that the Multiple Listing Service (MLS) has deemed to be non-confidential and necessary to support the proposed lease amount may be reproduced and attached to the report as supporting documentation. 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 tenants with listing data relating to properties which the prospective tenant has a bona fide interest in leasing or in which the Participant is seeking to promote interest. The term “reasonable,” as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective tenant’s decision-making process in the consideration of a 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 not be limited to, the total number of listings in the MLS IE Compilation, how closely the types of properties contained in such listings accord with the prospective tenant’s expressed desires and ability to lease, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective tenant.



Reproducing MLS IE compilations inappropriately is an **Access Violation** (see Section 9) and violators are subject to a \$1,000 fine.

Use of MLS Information

Section 13. LIMITATIONS ON USE OF MLS IE INFORMATION: Use of information from MLS IE compilations of current listing information, from the MLS “Statistical Report,” or from any “rented” or “comparable” report of the MLS IE for public mass-media advertising by an MLS Participant or in other representations may not be prohibited.

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

“Based on information from ECAR for the period (*date*) through (*date*)”.



Failing to include an appropriate notice in advertising is a **Class 2** violation of the MLS IE Rules (see Section 9).

Section 13.1 TERMS OF USE: In addition to these MLS IE Rules, use of information obtained through the MLS IE is subject to any Terms of Use published in the MLS as it may be revised from time to time.



Failure to abide by the Terms of Use published in the MLS – in addition to possible violation of other MLS IE Rules – is a **Class I** violation of the MLS IE Rules (see Section 9).

Changes in Rules and Regulations

Section 14. Changes in Rules and Regulations: Amendments to the Rules and Regulations of the Service shall be by majority vote of the Board of Directors of the Association in accordance with the provisions of the bylaws of ECAR.

Arbitration of Disputes

Section 15. Arbitration of Disputes: By becoming and remaining a Participant of the MLS, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants subject to the following qualifications:

(a) If all disputants are members of the same Board/Association of REALTORS[®] or have their principal place of business within the same Board’s/Association’s territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Board/Association of REALTORS[®].

(b) If the disputants are members of different Boards/Associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different Boards/Associations of REALTORS®, they remain obligated to arbitrate in accordance with the National Association of REALTORS® Interboard Arbitration Procedures (see Note).

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

Standards of Conduct for MLS Participants

Section 16. See Appendix C

Orientation

Section 17. ORIENTATION: Any applicant for MLS Participation and any licensee affiliated with an MLS Participant desiring access to MLS-generated information shall optionally complete an orientation program consisting of training devoted to the Rules and Regulations of the MLS IE, the operation of the MLS IE, and computer training related to MLS IE information entry and retrieval.

Virtual Office Websites (VOW)

Section 19.1.

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

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

(c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the

Participant's supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

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

Section 19.2.

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

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

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

Section 19.3.

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

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

Section 19.6.

(a) A Participant's VOW shall not display listings or property addresses of any lessor who has affirmatively directed the listing broker to withhold the lessor's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the lessor 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 lessors who have determined not to have the listing for their property displayed on the Internet.

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

Lessor 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.

of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

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

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

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

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

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

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

Section 19.18. (omitted)

Section 19.19. (omitted)

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

Section 19.21. (omitted)

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

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

Section 19.24, Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 19.25. (omitted)

APPENDIX A - Definitions

The following terms and their definitions are used in these rules:

Approx Heated/Cooled Sq. Ft.: The approximate square footage of a property that is heated and cooled when determined by measuring the outside of the structure (except for condominium units, where the inside of the structure is measured) and subtracting those areas that are not heated and cooled. When the reported Approximate Heated/Cooled Square Footage is different than the figure reported by the appropriate county property appraiser records, the inconsistency must be reported in the *Agent Notes*.

Bedroom (Condominium/Timeshare): To be considered a bedroom for condominium or timeshare purposes, the room must have a least one window or one closet.

Bedroom (Residential): To be considered a bedroom for residential purposes, the room must have at least one window and one closet.

Full Bath: A room equipped for taking a bath or shower which also includes a sink and a toilet.

Half Bath: A room equipment with a toilet and either a sink or equipment for taking a bath or shower.

Lease Expiration Date: The date a lease expires or the estimated move-out date on a month-to-month tenancy.

Licensee: An individual holding a license issued by the Florida Real Estate Commission who is associated with a Participant or licensed, registered, or certified by an appropriate regulatory agency to engage in the appraisal of real property.

Listing of Real Property: A written employment agreement or contract between an lessor/owner and a listing broker authorizing the broker to find a tenant for the owner's property or business opportunity.

Listing Broker: The broker who is employed by a Lessor/Owner to list the property (see Listing of Real Property above).

Listing Status: The status of a listing submitted to the MLS IE will be maintained by the Listing Participant based on the following definitions:

Active Status – The status used when a property is currently available for lease.

Inactive Status – The status used when a Participant no longer has an agreement with the lessor to lease the property or when a property not under lease is required to be taken off the market for a period of time.

Rented Status – The status used when a property is currently unavailable because it has been leased. Information on new leases and lease renewals should be entered into the MLS IE.

Provisional Status – The status assigned when a Subscriber adds a listing to the MLS and chooses "Submit as Provisional." Only the Subscriber and others with access to view the Subscriber's inventory will see a Provisional Listing. A listing

added as Provisional must be Activated or it will be automatically deleted from the MLS after a certain period of time.

Lot Size: The lot dimensions of the property.

Manufactured Home: A home or dwelling that is built on a permanent chassis at a factory and then transported to a permanent site and attached to a foundation.

MLS IE Compilations: Includes any format in which property listing data and/or photos are collected and disseminated to the Participants.

Mobile Home: A dwelling structure built on a steel chassis and fitted with wheels that are intended to be hauled to a usually permanent site; or a movable house without a permanent foundation but able to be placed and connected to utilities fairly permanently; or a large trailer, fitted with parts for connection to utilities, that can be installed on a relatively permanent site and that is used as a residence.

No. of Stories: The total number of stories in the property.

Non-Member Participant: A duly licensed principal real estate broker who purchases MLS services but is not a member of any REALTOR organization.

Notice to the Participants: Any change to the data, the remarks, or agent notes in the MLS IE will constitute "Notice to the Participants".

Occupancy Status: Whether the property is currently vacant (but has previously been occupied), occupied or newly constructed and never had occupants.

Parking Spaces: The number of spaces for cars to park legally based on the type of parking indicated in the Parking Type field (i.e. garage, car port, etc.).

Participant: Any REALTOR[®] or Non-Member Broker who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal who subscribes to the MLS.

Participation: Any REALTOR[®] or Non-Member Broker who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these Rules, shall be eligible to participate in the MLS upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS "Membership" or "Participation" unless they hold a current, valid real estate broker's license and are capable of accepting and offering compensation to and from other Participants or are licensed, registered, or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

Rent Price: The proposed full, gross rent amount to be charged to a tenant at an interval as indicated in the "Rent Per" list when leasing the listed property .

Rented Price: The actual full, gross rent amount charged to a tenant at the interval indicated in the “Rented Per” list as part of an agreement to lease.

Status of Listing: See Listing Status

Subscriber: A state-licensed real estate broker or agent, or a state-certified, -licensed or -registered appraiser, whose participating REALTOR[®] (principal) or Non-Member Broker participates in MLS.

Submitted to the MLS IE: Entering a listing in the MLS IE through Broker Load constitutes “submitted to the MLS IE”.

Waterfront: Property that fronts the water and has no road to cross to get to the water.

Waterview: Property where the water may be viewed without extraordinary efforts but where the property does not front the water, or where the property is across a road from the water.

Year Built: The year the structure was effectively built as indicated in the public records.

APPENDIX B (intentionally omitted)

APPENDIX C - Standards of Conduct for MLS Participants



Engaging in activities inconsistent with the Standards of Conduct for MLS Participants is considered a **Violation of Conduct** (see Section 9).

1. MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with clients.
2. Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the lessor.
3. MLS Participants acting as subagents or as buyer/tenant representatives or brokers, shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.
4. MLS Participants shall not solicit a listing which is currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client/customer), the MLS Participant may contact the owner to secure such information and may discuss the terms upon which the MLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.
5. MLS Participants shall not solicit buyer agreements from buyers who are subject to exclusive buyer agreements. However, if asked by an MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer agreement, the MLS Participant may contact the buyer to secure such information and may discuss the terms upon which the MLS Participant might enter into a future buyer agency agreement or, alternatively, may enter into a buyer agreement to become effective upon the expiration of any existing exclusive buyer agreement.
6. MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.
7. The fact that an agency agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement.
8. The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business.

9. MLS Participants are free to enter into contractual relationships or to negotiate with lessors, buyers or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.

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

11. In cooperative transactions, MLS Participants shall compensate cooperating MLS Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MLS Participants without the prior express knowledge and consent of the cooperating broker.

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

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS Participant; and

Mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information intended to foster cooperation with MLS Participants.

13. MLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

14. MLS Participants, acting as buyers or tenants representatives or brokers, shall disclose that relationship to the lessor/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the lessor/landlord's representative or broker not later than execution of a purchase agreement or lease.

15. On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the lessor/landlord at first contact for that

buyer/tenant and shall provide written confirmation of such disclosure to the lessor/landlord not later than execution of any purchase or lease agreement.

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

16. MLS Participants, acting as representatives or brokers of lessors/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

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

18. MLS Participants, acting as subagents or buyer/tenant representatives, or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

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

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

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

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

22. MLS Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.