



Mid-Florida Regional Multiple Listing Service

Rules and Regulations



Mid-Florida Regional Multiple Listing Service, Inc
Rules and Regulations

Revised 7/18/2008

Mission Statement: To provide the highest quality real estate information services to participants and to be the catalyst for cooperation and joint ventures among our Associations.

Any matter not specifically addressed in these Rules and Regulations shall be governed by the policies and procedures set forth by the National Association of REALTORS® as from time to time amended.

ARTICLE 1 – NAME and OBJECTIVE

The name of this organization shall be the Mid-Florida Regional Multiple Listing Service Inc. (MFRMLS). All the shares of stock of which are solely and wholly-owned by the Bartow Board of REALTORS®, East Polk County Association of REALTORS®, Englewood Area Board of REALTORS®, Greater Lake County Association of REALTORS®, Greater Tampa Association of REALTORS®, Lakeland Association of REALTORS®, Manatee Association of REALTORS®, Orlando Regional REALTOR® Association, Osceola County Association of REALTORS®, Punta Gorda-Port Charlotte-Northport Association of REALTORS®, Sarasota Association of REALTORS®, Venice Area Board of REALTORS® and West Volusia Association of REALTORS®.

Section 1. MFRMLS is formed to promote, establish, foster, develop and preserve the highest standards of the real estate profession in Florida, through the operation of the MFRMLS.

Section 2. DEFINITION OF MLS PARTICIPANT: A 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 participants 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 (or lease).

ARTICLE 2 - MEMBERSHIP QUALIFICATION

Section 1. All persons who are sole proprietor Broker or a Designated Broker member, or are a principal, partner, corporate officer, or branch manager acting on behalf of a principal, of any Association of REALTORS® shall automatically qualify for membership and participation in MFRMLS upon agreeing in writing to conform to the rules and regulations thereof and to pay the cost incidental thereto. There shall be no "waiting period" before a Participant is eligible to submit listings to the Multiple Listing Service.

Section 2. A non-member applicant for participation who is a principal, partner, corporate officer or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to MFRMLS that they hold a current, valid real estate broker's license and is capable of offering and accepting compensation to and from other Participants agrees to complete an orientation program and the Introduction to MLXchange class and to abide by

the Rules and Regulations and pay the fees and dues, including any non-member fee differential, as from time to time established. There shall be no waiting period before such applicants are eligible to participate. Voting privileges or eligibility for office as an MLS Director are not available to non-members.

Section 3. Access / Reciprocity: Multiple Listing Service participatory rights are 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 Multiple Listing Service Rules & Regulations; to arbitrate contractual disputes with other participants; and to pay the same Multiple Listing Service dues, fees, and charges assessed to Participants who hold REALTOR® membership in the Bartow Board of REALTORS®, East Polk County Association of REALTORS®, Englewood Area Board of REALTORS®, Greater Lake County Association of REALTORS®, Greater Tampa Association of REALTORS®, Lakeland Association of REALTORS®, Manatee Association of REALTORS®, Orlando Regional REALTOR® Association, Osceola County Association of REALTORS®, Punta Gorda-Port Charlotte-Northport Association of REALTORS®, Sarasota Association of REALTORS®, Venice Area Board of REALTORS® and West Volusia Association of REALTORS®.

Section 4. Required Training: All new Participants and Users are required to take "Introduction to MLXchange" Class within 90 days of their application. Failure to take the required training will result in suspension of the MLS services. Each Association will monitor the 90-day requirement period.

Participant and Users are eligible to take the course once their application for membership has been filed with their primary Association, or in the case of non-member salespersons, once the broker has submitted a FREC 2050 as proof of their affiliation with that brokerage.

Section 5. Required Entering and Updating Listings Training: All new Participants and Users must complete the MFRMLS training class on the MLXchange Listing Maintenance module to be granted access to that functionality. In addition, upon class completion, users must submit an access authorization form by their Participant, whereas Participants are only required to complete the class to be granted access.

Section 6. Realtor® Emeritus: Annual participation fees will be waived for any Participant/User of a shareholder association who has been designated as a Realtor® Emeritus by the National Association of REALTORS®, provided notification is received from that individual's shareholder association prior to the annual billing cycle.

ARTICLE 3 - RULES AND REGULATIONS OF THE MFRMLS

Section 1. Distribution of Data. MFRMLS will distribute listing data to Participants and keep statistics of listings, sales, price changes and other listing data.

Section 2. Listing Photos. At least one front exterior photo or rendering must be loaded before a listing will be active. The front exterior photo or rendering must be entered in the 1st slot in MLXchange on all property types before the listing shows as active; the only exception is vacant land listings. These listing must have either a photo, rendering, site plot or plat map in the 1st slot of MLXchange. Front exterior photos must show a majority of the total home/building and the broker's yard signage may not be featured in the foreground.

Section 3. Non-Participant Listings: Participants may enter information into the system solely for the Participants and Users and may not input listings for non-participants.

Section 4. All Listings Subject To Rules and Regulations of MFRMLS: Any listing filed with MFRMLS is subject to rules and regulations of MFRMLS upon signature of the seller(s) and the Participant or authorized signatory. Listings that fall into the property types in Article 4, Section 1 must be filed with MFRMLS within forty-eight hours after obtaining all required signatures (excepting weekends and holidays).

Section 5. Supporting Documentation: On-line computer offices shall directly enter listings and changes into the system without submitting supporting documentation to MFRMLS. Listing offices which are not on-line shall file only the Profile Sheet and Change Notice for entry into the computer by Service Center staff. It shall be the responsibility of the Participant to maintain files as a good business practice and as required by Florida Statute. Upon the request of MFRMLS, the Participant will produce documentation of the listing agreement or any changes thereto.

Section 6. Penalties for Inaccurate or Incomplete Data: These Rules and Regulations are set up to give the buying and selling public the best possible service and to facilitate cooperation between Participants. The listing office will be notified in writing or by electronic means if there is a violation of the Rules and Regulations. Beginning December 1, 2007, MLS administration will automatically issue a 24-hr warning notification prior to any fines being issues. If the listing errors haven't been corrected within the 24 hr warning period excluding weekends and holidays, the Participant shall be assessed a fine for each violation below. The following progressive fine schedule has been established by the Board of Directors and applies to all violations except for S-V.

1 st time offense within one year:	\$50.00
2 nd time offense within one year:	\$100.00
3 rd time offense within one year:	\$250.00
4 th time offense within one year:	\$500.00
5 th time offense within one year:	\$500.00 and notification that a sixth offense within one year requires disciplinary hearing before the MFRMLS board of directors.
6 th time offense within one year:	MFR hearing panel will appropriate fines and disciplinary measures.

The progressive fine schedule is per agent per offense and any rule violation below is considered to count as an offense. Fines will be billed to the Participant. A one-year term is defined as the MFRMLS fiscal year which is November 1-October 31.

Section 7. Database Accuracy and Integrity. The following are those critical elements of listing information for which fines will be assessed as outlined above for inaccurate, incomplete or missing data.

Violations of sub-sections A-Q will result in the application of the progressive fine formula above.

(A) Tax Id: For incorrect Tax Id number or format.

(B) Remarks: For incorrect information entered in the Remarks data fields. The remarks shall not include any agent, broker, real estate company, URL information or

affiliated businesses; however this information may be entered in the Realtor Remarks field. Builder name is acceptable.

(C) Virtual Tours/Photo Sections: For entering company or agent logos, agent photos, commissions, bonuses or any contact information in the virtual tour or photo sections. Only photographs, site plot, property sketch, property line art or survey of the property can be entered in the virtual tour and all photo fields. Virtual Tour Company contact information is the only contact information allowed in Virtual Tours. The virtual tour link may not contain any user names or other links.

(D) Map: For failure to correct the subject's location on the MLS map, or to add it if missing.

(E) Photos Required: At least one front exterior photo or rendering must be loaded before a listing will be activated. The front exterior photo or rendering must be entered in the 1st slot in MLXchange on all property types before the listing shows as active, the only exception is vacant land listings. These listing must have either a photo, rendering, site plot or plat map in the 1st slot of MLXchange. Front exterior photos must show a majority of the total home/building and the broker's yard signage may not be featured in the foreground

(F) Prohibitions: For failure to abide by the prohibitions in Article 7, Sections 1-8.

(G) Calling/Access Codes: For the publication in any field of combination lockbox codes, security gate codes or security system alarm codes or any other codes for equipment or systems designed to ensure the security of the property. The only exception to this rule is advertising this information in the secure ShowingTime instructions.

(H) Accurate/complete listing data: For failure to enter accurate and complete listing data. No data is allowed in any field except that for which the field is designed.

(I) Driving Directions: The directions must include full street names, beginning and ending points. Use directional designations, North, South, East or West. (Do not use "Go to Mapquest")

(J) Retirement, 55+ or 62+ Communities: On advice of Legal Counsel, MFRMLS has adopted a rule that prohibits placing any indication of retirement communities (e.g. 55+ and 62+ communities) in a listing. The only exception to this rule; is under Community Features; select "Special Community Features".

(K) Status Changes: For failing to report a status change within forty-eight hours (excepting weekends and holidays) after all necessary signatures have been obtained. Should a Participant discover that they have not reported a change in status prior to a fine being issued; they may correct the error and must immediately contact the MLS department with the information by email, phone or fax to avoid a fine. Amount determined by the Progressive fine schedule.

(L) Late Listing: For failing to file a residential listing or long term rental listing with MFRMLS within forty-eight hours (excepting weekends and holidays) after all necessary signatures have been obtained. Amount determined by the Progressive fine schedule.

(M) Failure to respond: For failing to respond to written notice of inaccurate information on a listing within five working days or to provide copies of documents within forty-eight hours (excepting weekends and holidays) when requested by the MLS. Amount determined by the Progressive fine schedule.

(N) Type of Listing/Special Listing Type: For failing to disclose a Limited Service, MLS Only or Exclusive Agency Listing, or a Variable Rate or Dual Rate commission arrangement (see Article 4, Section 21). Amount determined by the Progressive fine schedule.

(O) Solds/Non-Members: MFRMLS requires filing the complete HUD statement for all “non-member” and “Out of area member” sales of Participant listings with MFRMLS. Amount determined by the Progressive fine schedule.

(P) Listing Abuse: Listings may not be inactivated through a change of status and reactivated to make it appear to be new. The only valid reason for changing a listing number is a new listing agreement executed by a new agent/new company or a new listing agreement with the same broker dated at least 30 days after expiration or withdrawal of the prior agreement.

(Q) Range Priced Listings: For failure to advertise a Range Priced Listing correctly. The property must be marked as “range priced” in the appropriate block of the MLS data form and the range in which the seller will consider offers must be stated in the first line of the Public Remarks as follows: **“Range Priced - Seller will consider offer between X (insert dollar amount) and Y (insert dollar amount), with Y being considered full list price.** The list price must be the high price shown in the range and low price is the low price shown in the range.

(R) Short Sale Disclosure: For failure to disclose the approved short sale verbiage in both the Realtor® only Remarks and Public Remarks and selecting “3rd Party Approval” found in the Realtor® Info field.

Violations of Subsections S-V are considered to have the most serious effect on overall database accuracy and are automatic in the amounts indicated with no courtesy notification.

(S) Incorrect/Incomplete: For providing incorrect or incomplete information or for failing to correct the information after a fine has been paid. The Participant will be assessed an additional fine of \$500.00 for each occurrence.

(T) Failure to obtain seller’s signature: For failing to obtain the seller’s signature on a change in status, price change, extension, or change in terms, the Participant will be assessed a fine of \$500.00 for each occurrence. In lieu of having the owner’s signature, acceptable documentation would also include a faxed authorization or an email authorization with an electronic signature from the owner.

(U) Required Signatures: For failure to have all required signatures at the time the property was entered in MLS, the Participant shall be assessed a fine up to \$2,500.00 as determined by the Board of Directors for each occurrence.

(V) Unauthorized Access: A fine of up to \$2,500 as determined by the Board of Directors for each occurrence will be assessed to any Participant/User that allows access to MFRMLS to an unauthorized person.

Section 8. Fees and Other Charges: Fees are set by the MFRMLS Board of Directors to offset the annual costs of operating the service and are subject to change from time to time. "On-time payment" is defined as "having been received by the close of business on the Due Date at the regional service center or a local service center."

(A) Participant Application Fee: An Application Fee of \$125.00 will be charged to any shareholder member broker or non-member broker joining as a Participant.

(B) Participant Reinstatement Fee: A Reinstatement Fee of \$125.00 will be charged upon reapplication to any Participant suspended or terminated for non-payment of fees or charges or who terminates their membership.

(C) Annual Participation Fee: An annual Participation Fee is assessed to Participants and non-member Participants based on the number of licensed salespersons, licensed or certified appraisers and broker salespersons who have access to and use of MFRMLS, whether licensed as a broker, salesperson or a licensed or certified appraiser, and who are employed by or affiliated as an independent contractor with the Participant.

1. User Direct Billing: As a courtesy to Participants, Users are billed directly for that portion of the Participant's Participation Fee attributable to them. **However, Participants are ultimately responsible for payment of the total fee.**

2. Due Date: Annual Participation Fees are due by close of business on June 15th each year. Participants or Users whose payments are received after this date will incur a \$40.00 Late Fee.

3. Suspension of Users: Participants and/or their Users who fail to pay by the Due Date will have their individual access immediately suspended until their portion of the Participation Fee and the Late Fee are paid.

4. Termination of Participant: Failure of the Participant to ensure payment of the total Participation Fee and any Late Fees within 90 days after the due date will result in the Participant's membership termination and immediate termination of service for the Participant and all Users in Participant's firm, including the Participant and any such Users who may have paid their individual portion of the total fee. Participants terminated for non-payment may regain membership by settling any outstanding fees or charges and paying the Reinstatement Fee.

(D) Miscellaneous Fees: These are any charges other than the Participation Fees such as fines, LoginKeys, activation fees, convenience fees, ancillary service fees, late payment surcharges or any other fees charged to a Participant or User as determined by the MFRMLS Board of Directors. Access will be suspended for any **User** who has miscellaneous charges over 30 days past due and remain suspended until brought current and the Participant notified. Failure to pay the original invoice and late fee within 90 days of the due date shall result in access for the Participant and all Users being suspended until paid. **The Participant is ultimately responsible for the payment of all fees for Users in their firm. Unpaid fees by the Participant or User may result in suspension of service for the entire office.**

1. Late Payment Penalties: Failure to pay miscellaneous charges by the due date shall result in a one-time ten percent surcharge and suspension of that individual's MLS access once the account is 30 days past-due.

2. Termination for Non-Payment: Failure of the Participant to ensure payment of the original invoices and/or surcharges within 90 days of the due date shall result in the Participant and all Users in Participant's firm being terminated. The Participant is responsible for payment of all fees for Users in their firm.

(E) Ancillary Service Fees: Fees and charges for additional or ancillary MLS services are determined by the MFRMLS Board of Directors and billed to the Participant or User at the periodic payment interval established by the MFR Board of Directors.

(F) Personal Attention Fee: A \$10 Personal Attention Fee will be added by MFR and all local Service Centers to any payments made by phone, fax, in person or e-mail to defray the costs associated with manual processing. There is no fee charged for payments made on-line through the MFRMLS web site.

ARTICLE 4 - LISTING PROCEDURES

Section 1. Participant's listings of real or personal property of the following types which are located in Hillsborough, Lake, Manatee, Orange, Osceola, Pinellas, Polk, Sarasota, Charlotte, Seminole and Volusia County shall be submitted to the MFRMLS within 48 hours (excepting weekends and holidays) after all necessary signatures of the owners(s) have been obtained:

All new listings with the exception of vacant land will show up under "PH" status and will not show as active listing until one front exterior photo is added in the 1st slot of MLXchange.

- (A)** Single family homes for sale or exchange;
- (B)** Condominiums, co-ops and townhouses for sale or exchange;
- (C)** Vacant residential lots or parcels for sale or exchange;
- (D)** Mobile homes with land for sale or exchange;
- (E)** Duplexes, triplexes or quadruplexes for sale or exchange;
- (F)** Long Term rental units (more than 6 months) and properties outside these counties will not be required.

Listings of property located outside these counties will be accepted if submitted by a Participant, but are not required by MFRMLS.

Section 1A: Sold Data/Entry Only: These entries are optional, please follow the following guidelines.

- Listings must be loaded within 60 days of the closing date.
- Must upload one front exterior photo.

Section 1B: Commercial/Business Opportunity Listings:

- Are not required to have a photo, driving directions or address.

Section 1. (C): Short Sale Listings:

In instances where the listing broker becomes aware that the ***sale price may be insufficient to pay the total of all liens and costs of sale and the seller may not be able to bring sufficient liquid assets to the closing to cure all deficiencies (the Potential Short Sale Circumstance)***, the listing broker ***shall*** :

1. Obtain seller's informed written consent (in either the listing agreement or an addendum thereto) to disclose the Potential Short Sale Circumstance to cooperating brokers, buyers and the public;

2. Clearly and promptly disclose the Potential Short Sale Circumstance to all cooperating brokers and, when and if appropriate, disclose that the sale of the listed property may be conditioned upon the approval of a court, a lender, or other third party. Such disclosures may occur at any time, but it is suggested they occur at the time of MLS input, if known, or within one (1) business day upon receipt of knowledge. Such disclosure must be included in the "Realtor Only Remarks" and the "Public Remarks" Sections of the listing. If after the initiation of negotiations the listing broker receives knowledge of the existence of a Potential Short Sale Circumstance, or that the sale of the listed property may be conditioned upon the approval of a court, a lender, or other third party, then such disclosures may be made in writing in the "Realtor Only and Public Remarks" Sections of the MLS listing and in either the Contract for Sale and Purchase or an addendum thereto. *All confidential disclosures and confidential information related to short sales must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers.* In making the permitted disclosures, **ONE** of the following provisions must be used:

a. OPTION ONE: If the listing Broker DOES NOT want to bind either the cooperating Broker to acceptance of a reduced commission amount as determined by seller's lender(s), then the following remarks should be used:

"Listing price may not be sufficient to pay the total of all liens and costs of sale and sale of Property at full listing price may require approval of seller's lender(s)."

b. OPTION TWO: If the listing Broker DOES want to bind the cooperating Broker to be obligated to accept a reduced commission amount as determined by seller's lender(s), then the following remarks should be used:

"Listing price may not be sufficient to pay the total of all liens and costs of sale and sale of Property at full listing price may require approval of seller's lender(s), and such approval may be conditioned upon the gross commission being reduced."

Although it is not mandatory under these Rules, MFRMLS considers it a best practice under the above Option Two, for the listing Broker to also disclose in the listing how any reduction in the gross commission will be apportioned between listing and cooperative Brokers. IF THE LISTING BROKER ELECTS NOT TO DISCLOSE TO A COOPERATING BROKER HOW ANY REDUCTION IN THE GROSS COMMISSION WILL BE APPORTIONED BETWEEN THE BROKERS, THEN THE LISTING BROKER WILL BE OBLIGATED TO PAY THE COOPERATING BROKER THE COMPENSATION STATED IN

THE LISTING. TIMELY DISCLOSURE OF THE MANNER OF APPORTIONMENT OF ANY COMMISSION REDUCTION MAY BE MADE BY EITHER PLACING THE DISCLOSURE IN THE LISTING OR PROVIDING THE DISCLOSURE TO THE COOPERATING BROKER PRIOR TO THE COOPERATING BROKER PRODUCING AN OFFER OF PURCHASE.

An offer of compensation to cooperating Brokers made in a Potential Short Sale Circumstance which states that it may be adjusted by a third party after execution of a contract for sale and purchase, is an allowed exception to the general rule that offers of compensation must be unconditional.

Other than as permitted in Section 1. (C)(2) Compensation may not be discussed in any field other than the designated "Compensation" field. Compensation must be listed as a dollar amount, a percentage, or a combination of both.

Contracts which are subject to approval by a court, lender or other third party must be reported as "pending" consistent with Article 4 Section 15 of these Rules.

Section 2. Participants in MFRMLS may submit the following types of listing(s) forms:

(A) Exclusive Right of Sale - The Exclusive Right of Sale Listing in which the Listing Participant is authorized by the seller(s) to cooperate with and to compensate other brokers. It gives the Listing Participant the right to sell the property and to collect a commission if the property is sold by anyone, including the owner, within the listing period.

(B) Exclusive Agency - The Exclusive Agency Listing authorizes the Listing Participant, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves for the seller the right to sell the property themselves and not be obligated to pay a commission.

(C) Limited Service Listings – Listing Participant will place listing in the MLS and will provide limited services.

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

Section 3. The following classifications of property may be placed with MFRMLS at the option of the Participant:

(A) Properties of an owner who is licensed to build may have properties excluded from MFRMLS when listing with a Participant.

(B) Properties owned by Participants or Users.

Section 4. MFRMLS does not accept the following types of listings:

(A) Net Listings - A Net Listing is an agreement to pay the seller a "net" price for their property regardless of the sales price.

(B) Open Listings - An Open Listing is expressed or implied. Since it is not in writing, it does not include authorization to cooperate and compensate other brokers and offers a disincentive for cooperation.

Section 5. MFRMLS does not regulate the type of listings Participants may take, but it does not accept every type of listing. Participants of MFRMLS are free to accept other types of listings to be handled outside MFRMLS. If a Participant wishes to submit a special type of listing to MFRMLS that is not an Exclusive Right of Sale, Exclusive Agency or Limited Service, they may seek approval of the MFRMLS Board of Directors.

Section 6. Exclusive Right of Sale Listings, Exclusive Agency and Limited Service agreements with "named prospects" exempted must be clearly distinguished by indicating Exclusion on the MLS data entry form.

Section 7. Agency Representation: MFRMLS accepts listings from Participants representing their customers as single agents, transaction brokers or non-representatives.

Section 8. Participants shall utilize the current approved MLS data entry form, complete all required fields and obtain all required signatures.

Section 9. MFRMLS may, through its legal counsel, refuse to accept a listing form which fails to adequately protect the interest of the public and the other Participants, and must assure that no listing form establishes or attempts to establish any contractual relationship between MFRMLS and the owner.

Section 10. Exempt Listings: If the seller refuses to permit the listing to be disseminated by MFRMLS, the broker may then take the listing ("office exclusive") and such listing shall be filed with MFRMLS but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that they do not desire the listing to be disseminated by MFRMLS.

Section 11. Remarks: These sections shall not include any reference to a lockbox agreement, website link, contact information for Participant, User or Company, Logos, vendor information or seller name or contact information. These items may only be placed in the "Realtor Only Remarks".

Section 12. Change of Status Of A Listing: Any price change or change in the terms and conditions from the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with MFRMLS within forty-eight hours (excepting weekends and Holidays) after the signed authorization is received by the Listing Participant.

Section 13. MLS Input: Properties must be entered with an accurate address as shown in the current county property appraiser's record. A property listing cannot be entered into two different cities. By entering the correct Property ID number, the listing will be geo-coded and searchable by the Maps.

Section 14. Withdrawal of Listing Prior To Expiration: Listings may be withdrawn from MFRMLS by the listing broker before the expiration date of the listing agreement if agreed to in writing by the listing broker and the seller(s). A copy of the agreement must be available upon request by MFRMLS. If the Participant determines that the proceeds which the sellers would reasonably expect to receive from the sale will not be sufficient to pay the compensation due to the Participant, then the contract may be terminated by the Participant upon three days written notice to the sellers. Sellers do not have the unilateral right to require the MFRMLS to withdraw a listing without the listing broker's concurrence. However, when the sellers can document that their exclusive relationship with the Listing Participant has been terminated; MFRMLS may remove the listing at the request of the sellers.

Section 15. Contingency Applicable to Listing: When a contract on a property includes a Right of First Refusal clause, the property will be allowed to remain in an active status only if a change is submitted to MFRMLS. The first line of the Public Remarks must state:

“Contingency, Contract Pending – Right of First Refusal. Call Listing Office.”

All listings with an executed contract must be changed to “pending” status within two business days, with the exception of Right of First Refusal. Properties with any other contingencies are not allowed to remain in active status. Pending status must be chosen and additional items may be selected under the Contract Status field. For example, if the sellers wish to solicit back up offers, this option is available under the Contract Status field.

Section 16. Listing Multiple Properties: All properties which may be sold together or separately must be indicated individually in the Listing and on the MLS data form. When part of a listed property has been sold, proper notification must be given to MFRMLS.

Section 17. Commission and Division of Commission: Under the long-established policy of MFRMLS and the National and Florida Association of REALTORS[®], the Participant's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Participant and the sellers and is not fixed, controlled, recommended, or maintained by any persons not a party to the listing agreement. MFRMLS does not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, MFRMLS does not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and Non-Participants.

Section 18. Cooperative Compensation Specified on Each Listing: In filing a property with MFRMLS the Participant makes a blanket unilateral offer of compensation to the other Participants, and therefore specifies on each listing the compensation being offered by the Listing Participant to the other Participants. The Listing Participant shall specify on each listing filed with MFRMLS the compensation offered to other Participants for their services in the sale of such listing. This is necessary because the cooperating Participant has a right to know what their compensation shall be prior to commencing their endeavor to sell. The Listing Participant retains the right to determine the amount of compensation offered in other agency or non-agency capacities which may be the same or different.

MFRMLS does not have a rule requiring the Listing Participant to disclose the amount of total commission in the listing contract, and MFRMLS will not publish the total commission. The compensation specified by MFRMLS shall be shown as a percentage of the selling price or a dollar amount. This shall not preclude the Listing Participant from offering any Participant compensation other than the compensation indicated on any listings as published by MFRMLS provided the Listing Participant informs the other Participant in writing, in advance of their producing an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in MFRMLS. Any superseding offer of compensation must be expressed as either a percentage of the sales price or as a dollar amount.

While offers of compensation through MFRMLS are unconditional, the obligation to compensate a Participant who was the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the Listing Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing Participant to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MFRMLS 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 Participant to collect some or all of the commission established in the listing agreement, at what point in the transaction did the Listing Participant know (or should have known) that some or all of the commission established in the listing agreement might not be paid and how promptly had the Listing Participant communicated to other Participant that the commission established in the listing agreement might not be paid.

Section 19. Compensation: MFRMLS does not publish listings that do not include an offer of compensation expressed as a percentage of the selling price and/or as a dollar amount nor does it include general invitations by Listing Participants to other Participants to discuss terms and conditions of possible cooperative relationships.

Section 20. Buyer Agent/Transaction Broker/Non-Representative Compensation: Participants in MFRMLS may, at their discretion, choose to offer to compensate Buyer Agents, Transaction Brokers or Non-Representatives on the same or different terms.

Section 21. Dual or Variable Rate Commission Arrangements: The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/ leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their customers before the customers makes an offer to purchase or lease.

Section 22. Listing Price Specified: The full listing price as stated in the listing contract must be indicated in the appropriate block of the MLS data form. See "Range Pricing" for exceptions.

Section 23. Range Pricing: Range pricing is defined as that pricing technique in which the seller agrees to consider offers within a range stated in the listing agreement. When submitting a range-priced listing to MFRMLS, the Listing Participant must:

(A) Indicate that the property is range priced in the appropriate block of the MLS data form.

(B) State the range in which the seller will consider offers in the first line of the Public Remarks which must state:

Range Priced-Seller will consider offer between X (insert dollar amount) and Y (insert dollar amount) with Y being considered full list price.

(C) Enter the list price as the high price of the range.

(D) Enter the low price as the low price listed in the range.

Section 24. Participant as Principal: If a Participant or User has an ownership interest in a property, the listing of which is to be disseminated through MFRMLS, the person shall disclose that interest in the Realtor Only Remarks section of the listing.

Section 25. Participant as Purchaser: If a Participant or User wishes to acquire an interest in a property listed in MFRMLS, such contemplated interest shall be disclosed, in writing, to the Listing Participant not later than the time an offer to purchase is submitted.

Section 26. Expiration, Extension, And Renewal of Listings: Any listing filed with MFRMLS automatically expires on the date specified in the agreement unless renewed in writing by the seller and the listing broker and a notice of renewal or extension is filed with MFRMLS no later than the expiration date of the listing. If the notice of renewal or extension is dated after the expiration date of the original listing, then a new listing must be secured for the listing to be filed with MFRMLS. Any extension or renewal of a listing must be signed by the parties to the original listing contract. Listings that expire can be changed from expired status to active status up to fourteen days after the original expiration date provided the signed renewal or extension has been received and was dated prior to the original expiration date.

Section 27. Listings of Suspended Participants: When a Participant is suspended from MFRMLS for failing to abide by a membership duty (i.e., a violation of the Code Of Ethics, Bylaws, MFRMLS Rules and Regulations, or other membership obligations), all listings currently filed with MFRMLS by the suspended Participant shall, at the Participant's option, be retained in MFRMLS until sold, withdrawn, or expired, and shall not be renewed or extended by MFRMLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from their primary Association or MFRMLS (or both) for failure to pay appropriate dues, fees or charges the suspended Participant's listings in MFRMLS will be canceled. The suspended Participant will be advised in writing of the intended removal so that the suspended Participant may advise the sellers.

Section 28. 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., violations of the Code of Ethics, Board 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 shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in the effect when the expulsion became effective. If a Participant has been expelled from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board 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 or 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 their customers.

Section 29. Listings of Resigned Participants: When a Participant resigns, MFRMLS is not obligated to provide services or include the resigned Participant's listings in MFRMLS. Prior to any removal of resigned Participant's listings from MFRMLS, the resigned Participant will be advised in writing of the intended removal so that the resigned Participant may advise the sellers.

Section 30. MFRMLS will accept listings from any Participant who is in good standing in their primary REALTOR® Association and / or a Participant in MFRMLS.

Section 31. MFRMLS will accept listings from Designated REALTORS® in good standing with other Florida MLSs that is a signatory to the FAR Statewide Reciprocal Agreement. It is not required that the REALTORS® place the listing in their primary Association unless it conflicts with any rule in their primary MLS.

Section 32. Listing Abuse: MLS listings may not be changed to make a listing appear to be new. The only valid reason for changing a listing number is a new listing agreement executed by a new agent/new company or a new listing agreement, dated 30 days after the expiration or withdrawal of the prior agreement.

CDOM will reset to zero after 60 days off the market.

Listing Abuse/Manipulation Fine Schedule

1st Offense: \$50.00 Fine

2nd Offense: \$1,000 Fine

3rd Offense: \$2,000 Fine

4th Offense: *30 days suspension of MLS services (effective at the end of the appeal process)

ARTICLE 5 - SELLING PROCEDURES

Section 1. Showing and Negotiations: All dealings concerning property exclusively listed, or with buyers/tenants, who are exclusively represented, shall be carried on with the Listing Participant/ User, and not with the customer, except with the consent of the Listing Participant/User or when such dealings are initiated by the customers. Appointments for showing and negotiations with the seller for the purchase of listed property filed with the MFRMLS shall be conducted through the Listing Participant except under the following circumstances:

(A) The Listing Participant/User gives the cooperating Participant/User specific written authority to show and/or negotiate directly, or;

(B) If, after reasonable effort, the cooperating Participant/User cannot contact the Listing Participant/User, however, the Listing Participant, at their option, may preclude all further direct negotiations. Reasonable effort is defined as forty-eight (48) hours after the cooperating Participant/User sends the Listing Participant a written request to show and/or negotiate the listing.

(C) For purposes of this section, anything in writing which is transmitted or delivered by hand, facsimile or electronic means shall be deemed binding and sufficient.

Section 2. Presentation of Offers: The Listing Participant/User must make arrangements to present the offer as soon as possible, or give the cooperating Participant/User a satisfactory reason for not doing so. Upon written request from the cooperating Participant/User, the Listing Participant will provide written documentation that the offer was presented. The Listing Participant/User shall submit to the seller all offers until closing unless agreed otherwise in writing between the seller and the Listing Participant. Unless the subsequent offer is

contingent upon the termination of an existing contract, the Listing Participant shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Section 3. Right of Cooperating Participant in Presentation of Offer: The cooperating Participant /User shall have the right to be present when an offer they secure is presented by the listing Participant /User. The cooperating Participant/User has the right to participate in the presentation to the seller or lessor of any offer they secure to purchase or lease. They do not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the Listing Participant / User. However, if the seller or lessor gives written instructions to the Listing Participant that the cooperating Participant/User not be present when an offer is presented, the cooperating Participant has the right to a copy of the seller's written instructions. None of the foregoing diminishes the Listing Participant /User's right to control the establishment of appointments for such presentations.

Section 4. Right of Listing Participant in Presentation of Counter-Offers: The Listing Participant /User has the right to participate in the presentation of any counter-offer made by the seller or lessor. They do not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating Participant that the Listing Participant / User not be present when a counter-offer is presented, the Listing Participant has the right to a copy of the purchaser's or lessee's written instructions.

Section 5. Advertising of Listing Filed with MFRMLS: A listing shall not be advertised by any other Participant without the prior written consent of the Listing Participant. Use of information from MFRMLS compilation of current listing information, from the Association's "Statistical Report" or from any "sold" or "comparable" report of an Association or MFRMLS for public mass-media advertising by a Participant or in other public representations may not be prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Associations or its MFRMLS must include the following notice:

"Based on information from the Mid-Florida Regional Multiple Listing Service, Inc. for the period (date) through (date). This information may or may not include all listed expired, withdrawn, pending or sold properties of one or more members of the Mid Florida Regional Multiple Listing Service".

Section 6. Reporting Cancellation of Pending and Contingent Pending Sales: The Listing Participant shall report to MFRMLS the cancellation of a pending sale and the listing shall be reinstated to active status within forty-eight hours, if applicable.

Section 7. Lockboxes: Cooperating Participant/Users must contact the Listing Participant to arrange appointments to show listed property, even if the property has a lockbox affixed to it unless the Listing Participant has given specific written permission to show the property without first contacting them. Note: Lockboxes are a service of the MFRMLS shareholder Boards/Associations.

MFRMLS does not allow publication in any field of combination lockbox codes, security gate codes or security system alarm codes or any other codes for equipment or systems designed to ensure the security of the property.

ARTICLE 6 - REFUSAL TO SELL

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

ARTICLE 7 - PROHIBITIONS

Section 1. Information for Participants Only: Any listing filed with MFRMLS shall not be made available to any broker or firm not a member of MFRMLS without the prior written consent of the Listing Participant.

Section 2. "For Sale" Signs: Only "For Sale" signs authorized by the Listing Participant may be placed on a property. If the Listing Participant authorizes any sign other than the company sign, this must be disclosed in the Realtor only Remarks section of the MLS data form.

Section 3. "Sold"/"Sale Pending" Signs: Only Participants/Users who participated in the transaction as the Listing Participant or cooperating Participant may claim to have "sold" the property. Prior to closing a cooperating Participant may post a "sold" sign only with the consent of the Listing Participant.

Section 4. Solicitation of Listing Filed with MFRMLS: Participants shall not solicit a listing on property filed with MFRMLS unless such solicitation is consistent with Article 16 of the REALTOR[®] Code of Ethics and its Standards of Practice. This section is intended to encourage sellers to permit their properties to be filed with MFRMLS by protecting them from being solicited prior to expiration of the listing by Participants /Users seeking the listing upon its expiration.

Section 5. On-Line Recruiting: The MFRMLS shall not be utilized for recruiting purposes. Messages, advertisements or e-mails indicating an offer of employment shall be deleted.

Section 6. Listings Not Available For Showing: Because MFRMLS exists to facilitate cooperation by Participants in the showing and sale of each other's listings, no listings may be entered as Active prior to being available for actual showings by all Participants/Users. For example; MFRMLS will not accept listings with "No showings until MM-DD".

Active Listings that become temporarily unavailable for showing by other Participants for any reason whatsoever must be changed to "Inactive" status within two business days and will expire automatically on the Expiration Date unless reactivated in the interim.

A fine will be imposed to any Participant / User contacting sellers when their listings are in an inactive status.

Section 7. Duplicate Listings: MFRMLS will accept only one listing per Tax ID number per property type classification. Properties may not be listed more than one time, for example entered separately as a "three bedroom" listing and as a "four bedroom" listing or entered once in each of two different subdivisions, etc. If appropriate, a property can be listed in more than one property type classification.

Section 8. Photos Required: Every listing must have at least one front exterior photo or rendering before the listing will show as active in the 1st slot of MLXchange. The only exception is vacant land listing, these listing must have either a photo, rendering, site plot or plat map in the 1st slot of MLXchange. Front exterior photos must show a majority of the total home/building and the broker's yard signage may not be featured in the foreground.

ARTICLE 8 - ENFORCEMENT OF RULES OR DISPUTES

Section 1. Consideration of Alleged Violations: The MFRMLS Board of Directors shall give consideration to all written complaints having to do with violations of MFRMLS Rules and Regulations.

Section 2. Violation of Rules and Regulations: If the alleged offense is a violation of MFRMLS Rules and Regulations and does not involve a charge of an alleged violation of one or more provisions of Article 15 of the MFRMLS Rules and Regulations or request for arbitration, it may be administratively considered and determined by the MFRMLS Board of Directors. If a violation is determined, MFRMLS Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of their primary Board within twenty days following receipt of the MFRMLS Board of Director's decision. Alleged violations of Section 15 of the rules and regulations shall be referred to the Grievance Committee of the Board/Association of REALTORS® in which the Participant either holds a REALTOR® membership or through which the Participant has obtained MLS access for processing in accordance with the professional standards procedure of the board/association.

Section 3. The Use of Fines as Part of Rules Enforcement: The imposition of a moderate fine are sufficient to constitute a deterrent to violation of the MFRMLS Rules and Regulations. Suspension or termination is a sanction to be used in cases of extreme violations or repeated violations of the MFRMLS Rules and Regulations.

Section 4. Complaints of Professional Misconduct: All other complaints of unethical conduct shall be referred by the MFRMLS Board of Directors to the local Grievance Committee for appropriate action in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS®.

ARTICLE 9 - CONFIDENTIALITY OF MFRMLS INFORMATION

Section 1. Any information provided to the Participants shall be considered official information of MFRMLS. Such information shall be considered confidential and exclusively for the use of Participants and Users 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 2. MFRMLS Not Responsible for Accuracy Of Information: The information published and disseminated by MFRMLS is communicated verbatim as filed with MFRMLS by the Participant. MFRMLS does not verify such information and disclaims any responsibility for inaccuracy. Each Participant agrees to hold MFRMLS harmless against inaccuracy or inadequacy of the information.

ARTICLE 10 - OWNERSHIP OF THE MFRMLS COMPILATIONS AND COPYRIGHTS

Section 1. By submitting any property listing to MLS, the Participant represents they have been authorized to grant and also thereby grant authority for MLS to include the property listing in its copyrighted MLS compilation and also in any statistical report or "comparable."

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.

Section 2. All right, title, and interest in each copy of every compilation created and copyrighted by the member Association or MFRMLS and in the copyrights therein, shall at all times remain vested in the member Association or MFRMLS.

Section 3. Statistics / Sold Data: Statistical sold or comparable data are treated as services of the Associations and not of MFRMLS. Association members that do not participate in MFRMLS are entitled to receive all information other than current listing information that is generated wholly or in part by the MLS including comparable information, sold information, and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with Association Members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations. Sold or comparable data is not made available to Thompson Brokers who are Participants, but are not REALTORS®.

ARTICLE 11 - USE OF MFRMLS INFORMATION

Section 1. Limitations on Use of MFRMLS Information: Use of information from the MFRMLS compilation of current listing information, from the Association's "Statistical Report", or from any "sold" or "comparable" report of the member Association or MFRMLS for public mass-media advertising by an MFRMLS Participant or in other public representations is not prohibited. However, any advertising or other forms of public representations based in whole or in part on information supplied by the member Association or MFRMLS must clearly demonstrate the period of time over which such claims are based and must include the following Notice:

NOTE: "Based on information from MFRMLS for the period (date through date)."

Section 2. Access of the MFRMLS Data Base: Unauthorized access of the MFRMLS database shall be viewed as a violation of MFRMLS membership duties and responsibilities and shall cause a Participant to be subject to disciplinary action by the MFRMLS Board of Directors.

Section 3. Purpose and Use of the MFRMLS Data Base: In recognition that the purpose of the MFRMLS is to market properties and offer cooperation and compensation to other Participants and Users for the sole purpose of selling the property, and that sellers of properties filed with MFRMLS have not given permission to disseminate, sell, or exchange the information for any other purpose. Participants and Users are expressly prohibited from using current listing information for any purpose other than to market property or to support market evaluations or appraisals as specifically set forth herein. Nothing herein shall limit the MFRMLS from entering into licensing agreements with third parties to use this information.

Section 4. Passwords: A Password is issued to each authorized User of MFRMLS. **It is unique and strictly confidential to that User.** If the User shares their password with authorized or unauthorized person(s) they may be subject to the following penalties:

(A) A fine of up to \$2,500 will be assessed to any Participant/User that allows access to MFRMLS to an individual that has been granted a waiver or to any otherwise unauthorized person.

(B) The penalty for repeat violation may be permanent revocation of User's MFRMLS access right.

ARTICLE 12 - CHANGES IN RULES AND REGULATIONS

Amendments to the Rules and Regulations of MFRMLS shall be by majority vote of the members of the MFRMLS Board of Directors.

ARTICLE 13 - REPRODUCTION USE OF COPYRIGHTED MFRMLS COMPILATIONS

Section 1. Distribution: Participants shall at all times maintain control over and responsibility for any MFRMLS compilation available to them and shall not distribute this data to persons other than those affiliated with Participants as Users or licensees or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by MFRMLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by MFRMLS where access to such information is prohibited by law.

Section 2. Display: Participants and Users shall be permitted to display the MFRMLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties listed in MFRMLS.

Section 3. Reproduction: Participants or Users shall not reproduce any listing compilation or any portion thereof except in the following circumstances: Participants or Users may reproduce from the MFRMLS compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the MFRMLS compilation which relates to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or Users be interested. However, nothing contained herein shall be construed to preclude the Listing Participant from utilizing, displaying, distributing, or reproducing property listing flyers or other compilations of data pertaining exclusively to properties currently listed for sale with them.

Section 4. Lockbox Authorization: The Associations within MFRMLS require written authorization from the property owner to the Listing Participant prior to placement of a lockbox on the property. This authorization may be selected by the sellers in the Exclusive Right of Sale or Exclusive Agency Listing Contract.

ARTICLE 14 - ARBITRATION OF DISPUTES

Section 1. By becoming and remaining a Participant in MFRMLS, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants, subject to the following qualifications.

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

(B) If the disputants are members of different Associations/Boards of REALTORS® or if their principal place of business is located within the territorial jurisdiction of

different Association/Boards of REALTORS[®], they remain obligated to arbitrate in accordance with the procedures of the National Association of REALTORS[®].

ARTICLE 15 - STANDARDS OF CONDUCT FOR MFRMLS

Standard 15.1

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.

Standard 15.2

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

Standard 15.3

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.

Standard 15.4

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

Standard 15.5

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

Standard 15.6

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.

Standard 15.7

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

Standard 15.8

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.

Standard 15.9

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

Standard 15.10

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

Standard 15.11

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.

Standard 15.12

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.

Standard 15.13

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.

Standard 15.14

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

Standard 15.15

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

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

Standard 15.15

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

Standard 15.17

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 a multiple listing service or any other offer of cooperation may not be used to target clients of other MLS participants to whom such offers to provide services may be made.

Standard 15.18

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.

Standard 15.19

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

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.

Standard 15.20

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.

Standard 15.21

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.

Standard 15.22

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

Article 16: MFRMLS' IDX RULES AND REGULATIONS:

1. MFRMLS will specify the format for use and display by Participants of MFRMLS Listings, which will consist of required data fields (which cannot be deleted by Participants) and discretionary data fields (which can be deleted, but not modified by Participants). An IDX Participant may republish all or a portion of the IDX Database on the Internet in accordance with the following provisions and in keeping with any policies that MFR may adopt from time to time.
2. MFRMLS will provide the MFRMLS Listings in two ways:
 - a. as an “.FTP” file transfer protocol file that can be downloaded by Participants
 - b. as a “smart-frameable” file that can be hyperlinked directly to Participants' Web Sites.

Participants may use either format, provided that all use of the MFRMLS Listings by Participant are subject to these IDX Rules and Regulations and the MFRMLS Rules and Regulations.

3. All Listings submitted by a Participant for the MFRMLS Database will automatically be included in the IDX program *unless* Participant notifies MFRMLS in writing that (a) Participant does not wish to include its Listings in the MFRMLS IDX program *at all* (“Opt Out”) or (b) a particular Seller does not wish to include its relevant Listing in the MFRMLS IDX program, accompanied by the written statement of Seller to that effect and provide this document to the MFRMLS Regional Headquarters.
4. Participants who Opt Out of the MFRMLS IDX Program (by not allowing other Participants to display that Participant's Listings on other Participant Web Sites) are not eligible to display any MFRMLS Listings on their Participant Web Sites (*other than* their own Participant Listings) *unless they receive the written consent to do so by the Participant owner of each such MFRMLS Listing*.
5. MFRMLS Listings displayed by Participants on Participant Web Sites must clearly identify whether that Participant is *or is not* the specific Listing Participant.
 - a. If Participant *is not* the Listing Participant, Participant *must* use the statement “Listing information courtesy of (Listing Office Name)” on both the thumbnail and full display, and such uses must be in at least the same text size as all other factual information provided for such MFRMLS Listing.

- b. If Participant *is* the Listing Participant, then the MFRMLS Listing may be identified at Participant's sole discretion:
- c. Participant would use on the "thumbnail" and full display for each such MFRMLS Listing their Listing Office Name.
- d. A thumbnail display of another IDX Participant's listing may not include any contact information or branding of the IDX Participant who owns the web site, any of its agents, or any third party. A thumbnail display may only include the following: text data about the listing property, and a photo of the listing property.
- e. A full display of another Participant'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.

Under no circumstances shall a Participant state (directly or indirectly) or imply in any manner whatsoever that Participant is the Listing Participant for any MFRMLS Listing(s) other than those actually owned and submitted to the MFRMLS database by Participant.

6. MFRMLS Listings displayed by Participants on Participant Web Sites using FTP download format must be updated by Participant no less than once every seven (7) days, and the Participant Web Site *must* contain a legible notice on at least the home page stating the interval between updates and the last date the MFRMLS Listings on the Participant Web Site were updated by Participant. MFRMLS Listings displayed by Participants on Participant Web Sites using "smart-framing" format are automatically updated by MFRMLS on a real time basis and Participants may, but do not have to, provide a similar statement of interval update.
7. MFRMLS Listings displayed by Participants on Participant Web Sites (other than those which are Participant's own Listings) must be accompanied by the following written notice:

"Listing information courtesy of (Listing Office name). All listing information is deemed reliable but not guaranteed and should be independently verified through personal inspection by appropriate professionals. Listings displayed on this website may be subject to prior sale or removal from sale; availability of any listing should always be independently verified."
8. Licensees of Participants shall have no right to directly use or access the MFRMLS Database. Participants may allow their Licensees/subscribers to display the MFRMLS Listings on the Licensees' own web site(s) *only* through the use of smart-frames from the Licensees' web sites to the Participant Web Site. Participant shall be directly liable to MFRMLS for any and all unauthorized use of and/or access to the MFRMLS Database and/or MFRMLS Listings by Participant's Licensees.
9. Participants shall not knowingly share, or allow access to, the MFRMLS Database and/or the MFRMLS Listings by any unauthorized third party. MFRMLS Listings displayed by Participants on Participant Web Sites (including those which are Participant's own Listings) must be accompanied by the following written notice:

"Listing information is provided for consumer personal, non-commercial use, solely to identify potential properties for potential purchase; all other use is strictly prohibited and may violate relevant federal and state law."
10. A search result may not display more than fifty (50) listings at one time.

- 11.** An IDX Participant displaying the IDX Database or any portion thereof shall make reasonable efforts to avoid “scraping” of the data by third parties or displaying of that data on any other web site. Reasonable efforts shall include but not be limited to: a. Monitoring the web site for signs that a third party is “scraping” data and b. Prominently posting notice that any use of search facilities of data on the site, other than by a consumer looking to purchase real estate, is prohibited. If an IDX Participant suspects “scraping” of the data has occurred, the suspicion and any evidence must be reported to MFR immediately for investigation and action.
- 12.** An IDX Participant must make changes to an Internet site necessary to cure a violation of MFR’s Rules within five business days of notice from MFR of the violation.
- 13.** No portion of the IDX Database shall be co-mingled with any non-MLS listings on the IDX Participant’s Internet web site. MFR will require that listings obtained through IDX must be searched separately from listings obtained from other sources, except other MLSs.
- 14.** MFR has chosen to make property addresses optional to the Listing Participant and subsequently optional to the displaying Participant.
- 15.** MFR has chosen to prohibit the preferential display of a participant’s own listings in search results. That is, when a consumer enters his/her search criteria and hits the “Search” button, listings are returned to his/her displayed neutrally.
- 16.** MFR has chosen not to exclude any listing types from IDX feeds.
- 17.** A Participant must be actively engaged in providing real estate brokerage services to buyers or sellers.
- 18.** Any Participant using a third party to develop/design its IDX web site solution will have a written agreement with that third party in the form prescribed by MFRMLS.
- 19.** Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.
- 20.** Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent “scraping” or other unauthorized accessing, reproduction, or use of the MLS database.
- 21.** Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the internet (including, but not limited to, publicly-accessible Web sites or VOWS) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.
- 22.** Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family) cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant.

- 23.** Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.
- 24.** Except as provided in these rules, an IDX site or a participant or user operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.
- 25.** When displaying listing content, a participant's or user's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.