

CAPITAL AREA TECHNOLOGY & REALTOR® SERVICES, INC. (CATRS)

A wholly-owned subsidiary of the Tallahassee Board of REALTORS®, Inc. (TBR)

Multiple Listing Service Rules and Regulations

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1 Listing Procedures

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3 Section 1 Listing Procedures

4 Listings of real or personal property of the following types, which are listed subject to a real estate broker's
5 license, and are taken by participants on Exclusive Right of Sale or Exclusive Agency listing agreements
6 shall be delivered to the multiple listing service within 24 hours after all necessary signatures of seller(s)
7 have been obtained or the agreed to in writing between the Listing Broker and the Seller.

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9 **Note 1:** The multiple listing service shall not require a participant to submit listings on a form other than the
10 form the participant individually chooses to utilize provided the listing is of a type accepted by the
11 service, although a property data form may be required as approved by the multiple listing service.
12 However, the multiple listing service, through its legal counsel:

- 13 • Reserves the right to refuse to accept a listing form which fails to adequately protect the
14 interests of the public and the participants
- 15 • Assures that no listing form filed with the multiple listing service establishes, directly or
16 indirectly, any contractual relationship between the multiple listing service and the client
17 (buyer or seller)

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

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

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29 **Note 3:** CATRS multiple listing service accepts exclusively listed property that is subject to auction. Such
30 listings have the same requirements as other listings in any given Class, including the listing price.

32 Section 1.1 Classes of Properties

33 Following are the classes of properties that may be published through the service. Any listing submitted is
34 entered into within the scope of the participant's licensure as a real estate broker:

- 35 • Residential (Single Family detached, Condos, Townhomes and Mobile homes as part of real
36 property)
- 37 • Multifamily (Apartments, and duplexes)
- 38 • Commercial, Professional, Industrial and Businesses
- 39 • Lots & Land
- 40 • Residential Rentals

42 Section 1.1.1 Listing Subject to Rules and Regulations of the Service

43 Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and
44 regulations of the service upon signature of the seller(s).

46 Section 1.2 Detail on Listings Filed with the Service

47 A listing agreement or property data form, when filed with the multiple listing service by the listing broker,
48 shall be complete in every detail which is ascertainable as specified on the property data form.

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Section 1.2.1 Limited Service Listings

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

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified by selecting Limited Service option in the Listing Type field in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.2.2 MLS Entry-only Listings

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

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

Section 1.3 Change of Status of Listing

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

Section 1.4 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

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

Section 1.5 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the participants. The listing status shall be changed to CONTINGENT and contingencies shall be noted in the Confidential Remarks field on the first line.

98 **Section 1.6 Listing Price Specified**

99 The full gross listing price stated in the listing contract will be included in the information published in the
100 MLS compilation of current listings.

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102 **Section 1.7 Listing Multiple Unit Properties**

103 All properties which are to be sold or which may be sold separately must be indicated individually in the
104 listing and on the property data form. When part of a listed property has been sold, proper notification should
105 be given to the multiple listing service.

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107 **Section 1.8 No Control of Commission Rates or Fees Charged to Participants**

108 The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees
109 for services to be rendered by participants. Further, the multiple listing service shall not fix, control,
110 recommend, suggest, or maintain the division of commissions or fees between cooperating participants or
111 between participants and nonparticipants.

112
113 **Section 1.9 Expiration of Listings**

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

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

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121 **Section 1.10 Termination Date on Listings**

122 Listings filed with the service shall bear a definite and final termination date, as negotiated between the
123 listing broker and the seller.

124
125 **Section 1.11 Service Area**

126 Only listings of the designated types of property located within the service area of the MLS are required to
127 be submitted to the service. Listings of property located outside the MLS's service area will be accepted if
128 submitted voluntarily by a participant, but cannot be required by the service. *(Amended 12/18)*

129
130 **1.12 Listing of Suspended Participants**

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

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144 **Section 1.13 Listing of Expelled Participants**

145 When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e.,
146 violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other

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

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158 **Section 1.14 Listing of Resigned Participants**

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

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164 **Section 1.15 Transfer of Listings**

165 Listings cannot be transferred within the MLS from one Participant to another Participant without the signed
166 consent of the listing broker.

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168 **Section 1.16. CO-EXCLUSIVE LISTINGS**

169 Any co-exclusive right of sale listing shall be submitted to the MLS on one listing contract with the agency
170 clearly identified. The listing contract must include a clear indication regarding which of the "co-exclusive"
171 agents controls the terms of the offer of cooperation and compensation or is empowered to make
172 modifications to such offers. If each "co-exclusive" agent is empowered to make such changes independent
173 of the other, it must be indicated with specificity.

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175 **Section 1.17. PHOTO REQUIREMENT**

176 At least one photograph of the property is required for ALL classes of listings, with the exception of Lots
177 and Land; a front elevation or sketch may be substituted for proposed or under construction. Participants and
178 subscribers must input a photo(s) in the MLS in order for the listing to become Active. The photo must be
179 the exterior, front of the building (Brands and personal images are prohibited). If CATRS MLS discovers
180 that the photo or rendering is inaccurate the MLS will send notice to the listing agent to correct the listing
181 within 48 hours with an accurate photo or his/her service will be suspended and there will be a fine of \$100
182 per inaccurate listing imposed. If an agent is suspended, his/her broker must input the accurate photo and the
183 fine(s) must be paid prior to the service being reinstated. If the offending member is a broker, he/she must
184 submit an accurate digital photo to the MLS and the fine(s) must be paid. (Adopted 2/13/2004, revised
185 4/2006, 5/2008, 4/2013, 4/2016)

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187 Exception to the Photo Requirement: A photograph will not be required if Sellers expressly direct in writing
188 that photographs or other graphic representations of the property be withheld from the MLS compilation.
189 Such directions from the Seller must be filed with the MLS.

190

191 **1.18. MULTIPLE ENTRIES OF PROPERTY**

192 Multiple listings for the same property (parcel ID), may only be entered for search purposes to identify
193 differing numbers of bedrooms, within the same class. Example: listing 1234 Main Street as a 3 bedroom,

194 with an office (MLS # 123456) and listed as a 4 bedroom (MLS# 123457) or if the property could be used as
195 an office, it could be entered in the Commercial Class (MLS# 123458) as well.

196
197 If a property is entered multiple times within the same class (e.g. Residential, Lots & Lands, Multi-family,
198 Rental or Commercial), no other field may differ except “# of bedrooms,” other differences in property
199 information would constitute an improper entry and be subject to a fine.

200 201 **1.19. CONTACT INFORMATION IN PUBLIC FIELDS**

202 Public Fields are for information on the property. No contact information is allowed in non-confidential
203 fields (fields designed for agents to transmit to clients/customers). Contact information includes but is not
204 limited to: QR Codes, Phone Numbers, URLs, Branded Virtual Tours, and Hyperlinks. (Adopted 1/25/2016)

205 206 **1.20. NEW CONSTRUCTION FEATURE CODE**

207 In order to identify a listing as New Construction in the MLS features section, a permit must be pulled and
208 construction or clearing must have commenced, i.e. dirt must be turned. (Adopted 1/25/2016)

209 210 **Selling Procedures**

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211 212 **Section 2 Showings and Negotiations**

213 Appointments for showings and negotiations with the seller for the purchase of listed property filed with the
214 multiple listing service shall be conducted through the listing broker, except under the following
215 circumstances:

- 216 a. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- 217 b. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative;
218 however, the listing broker, at his option, may preclude such direct negotiations by cooperating
219 brokers.

220 221 **Section 2.1 Presentation of Offers**

222 The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating
223 broker a satisfactory reason for not doing so.

224 225 **Section 2.2 Submission of Written Offers**

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

230
231 Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers
232 until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question
233 about whether a pre-existing contract has been terminated.

234 235 **Section 2.3 Right of Cooperating Broker in Presentation of Offer**

236 The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the
237 presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to
238 be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However,
239 if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present
240 when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of
241 the seller’s or lessor’s written instructions. None of the foregoing diminishes the listing broker’s right to
242 control the establishment of appointments for such presentations.

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Section 2.4 Right of Listing Broker in Presentation of Counter-offer

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

Section 2.5 Reporting Sales to the Service

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

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

Section 2.6 Reporting Resolution of Contingencies

The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.

Section 2.7 Advertising of Listings Filed with the Service

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

Section 2.8 Reporting Cancellation of Pending Sale

The listing broker shall report immediately to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately.

Section 2.9 Disclosing the Existence of Offers

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

Section 2.10 Availability of Listed Property

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

Prohibitions

Section 3 Information for Participants Only

Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker.

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Section 3.1 For Sale Signs

Only the for sale sign of the listing broker may be placed on a property.

Section 3.2 Sold Signs

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

Section 3.3 Solicitation of Listing Filed with the Service

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

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

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

This section is also intended to encourage brokers to participate in the service by assuring them that other participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

Section 3.4 Use of the Terms MLS and Multiple Listing Service

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

Division of Commissions

Section 4 Compensation Specified on Each Listing

The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the

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341 exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to
342 collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative
343 compensation offered through MLS would be a question to be determined by an arbitration hearing panel
344 based on all relevant facts and circumstances including, but not limited to, why it was impossible or
345 financially unfeasible for the listing broker to collect some or all of the commission established in the listing
346 agreement; at what point in the transaction did the listing broker know (or should have known) that some or
347 all of the commission established in the listing agreement might not be paid; and how promptly had the
348 listing broker communicated to cooperating brokers that the commission established in the listing agreement
349 might not be paid.

350
351 In filing a property with the multiple listing service of an association of REALTORS[®], the participant of the
352 service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore
353 specify on each listing filed with the service, the compensation being offered to the other MLS participants.
354 Specifying the compensation on each listing is necessary, because the cooperating broker has the right to
355 know what his compensation shall be prior to his endeavor to sell.*
356 The listing broker retains the right to determine the amount of compensation offered to other participants
357 (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be
358 the same or different.

359
360 *The compensation specified on listings filed with the multiple listing service shall appear in one of two
361 forms. The essential and appropriate requirement by an association multiple listing service is that the
362 information to be published shall clearly inform the participants as to the compensation they will receive in
363 cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting
364 an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of
365 the following forms:

- 366 1. by showing a percentage of the gross selling price
- 367 2. by showing a definite dollar amount

368 This shall not preclude the listing broker from offering any MLS participant compensation other than the
369 compensation indicated on any listing published by the MLS, provided the listing broker informs the other
370 broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the
371 specified compensation is not the result of any agreement among all or any other participants in the service.
372 Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or
373 as a flat dollar amount.

374
375 **Note 1:** The multiple listing service shall not have a rule requiring the listing broker to disclose the amount
376 of total negotiated commission in his listing contract, and the association multiple listing service shall
377 not publish the total negotiated commission on a listing which has been submitted to the MLS by a
378 participant. The association multiple listing service shall not disclose in any way the total commission
379 negotiated between the seller and the listing broker.

380 **Note 2:** The listing broker may, from time to time, adjust the compensation offered to other multiple listing
381 service participants for their services with respect to any listing by advance published notice to the
382 service so that all participants will be advised.

383 **Note 3:** The multiple listing service shall make no rule on the division of commissions between participants
384 and nonparticipants. This should remain solely the responsibility of the listing broker.

385 **Note 4:** The CATRS Multiple listing services permits listing brokers to communicate to potential
386 cooperating brokers that gross commissions established in listing contracts are subject to court
387 approval, and that compensation payable to cooperating brokers may be reduced if the gross
388 commission established in the listing contract is reduced by a court. In such instances, the fact that the
389 gross commission is subject to court approval and either the potential reduction in compensation

390 payable to cooperating brokers or the method by which the potential reduction in compensation will
391 be calculated must be clearly communicated to potential cooperating brokers prior to the time they
392 submit an offer that ultimately results in a successful transaction.
393

394 **Note 5:** Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter
395 of mutual agreement, from modifying the cooperative compensation to be paid in the event of a
396 successful transaction.

397 **Note 6:** Multiple listing services must give participants the ability to disclose to other participants any
398 potential for a short sale. As used in these rules, short sales are defined as a transaction where title
399 transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where
400 the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing
401 services may, as a matter of local discretion, require participants to disclose potential short sales
402 when participants know a transaction is a potential short sale. In any instance where a participant
403 discloses a potential short sale, they must also be permitted to communicate to other participants
404 how any reduction in the gross commission established in the listing contract required by the lender
405 as a condition of approving the sale will be apportioned between listing and cooperating participants.
406 All confidential disclosures and confidential information related to short sales must be
407 communicated through dedicated fields or confidential “remarks” available only to participants and
408 subscribers , including indicating in the Sale Type feature that the listing is “Short Sale Potential.”
409

410 **Section 4.0.1 Disclosing Potential Short Sales**

411 Participants must disclose potential short sales when reasonably known to the listing participants. When
412 disclosed, participants may, at their discretion, advise other participants whether and how any reduction in
413 the gross commission established in the listing agreement, required by the lender as a condition of approving
414 the sale, will be apportioned between listing and cooperating participants.
415

416 **Section 4.1 Participant as Principal**

417 If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any
418 ownership interest in a property, the listing of which is to be disseminated through the multiple listing
419 service, that person shall disclose that interest when the listing is filed with the multiple listing service and
420 such information shall be disseminated to all multiple listing service participants.
421

422 **Section 4.2 Participant as Purchaser**

423 If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant
424 wishes to acquire an interest in property listed with another participant, such contemplated interest shall be
425 disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the
426 listing broker.
427

428 **Section 4.3 Variable Rate Commission Arrangements**

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

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440 **Section 5 Service Fees and Charges**

441 The following service charges for operation of the multiple listing service are in effect to defray the costs of
442 the service and are subject to change from time to time in the manner prescribed:
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444 **Initial Participation Fee:** An applicant for participation in the service shall pay an application fee as
445 determined from time to time by the CATRS board of directors, with such fee to accompany the application.

446 **Recurring Participation Fee:** The monthly participation fee of each participant shall be an amount equal as
447 determined from time to time by the CATRS board of directors times each salesperson and licensed or
448 certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or
449 licensed or certified appraiser who is employed by or affiliated as an independent contractor with such
450 participant. Payment of such fees shall be made on or before the first day of the month for which service is
451 granted.
452

453 Note: Subscription requirements will be waived where licensee or licensed or certified appraiser can
454 demonstrate subscription to a different MLS where the principal broker participates. The participant (broker)
455 will be required to sign a certificate for nonuse of the MLS by their licensees. (*Adopted 12/18*)
456

457 **Compliance with Rules**

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458
459 **Section 6 Compliance with Rules—Authority to Impose Discipline**

460 By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to
461 be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the
462 administrative and hearing procedures established in these rules, impose discipline for violations of the rules
463 and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of
464 the following:

- 465 a. letter of warning
- 466 b. letter of reprimand
- 467 c. attendance at MLS orientation or other appropriate courses or seminars which the participant or
468 subscriber can reasonably attend taking into consideration cost, location, and duration
- 469 d. appropriate, reasonable fine not to exceed \$15,000
- 470 e. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one
471 (1) year
- 472 f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not
473 to exceed three (3) years.
474

475 **Note:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a
476 form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the
477 discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent
478 finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of
479 Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation
480 during the probationary period, both the probationary status and the suspended discipline are considered
481 fulfilled, and the individual’s record will reflect the fulfillment. The fact that one or more forms of discipline
482 are held in abeyance during the probationary period does not bar imposition of other forms of discipline
483 which will not be held in abeyance. (*Revised 12/18*)
484

485 **Section 6.1 Compliance with Rules**

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

- 487 a. for failure to pay any service charge or fee within one (1) month of the date due, and provided that at
488 least ten (10) days' notice has been given, the service shall be suspended until service charges or fees
489 are paid in full
- 490 b. for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply
- 491 c. for failure to accurately complete all input fields, subscribers and participants will be noticed and
492 required to correct or show cause as to why their input is correct within three days of initial input or
493 when an error is noticed. Participants and subscribers will be noticed via electronic means each day
494 up to and including day three and if not corrected or otherwise satisfied with the MLS will be fined
495 \$100 and temporarily suspended from the multiple listing service until the fine is paid. Fines are
496 levied against the subscriber (listing agent); however, the Participant is ultimately responsible for the
497 payment of such fines. Status changes are of such importance to the accuracy of the MLS that both
498 the Participant and the subscriber shall be fined for a violation of section 2.5 of these rules.

500 Once fine is paid and error is corrected, the subscriber or participant will receive a refund of their fine
501 by completing two training classes within four months of the violation. Upon request, the Fine
502 Forgiveness Form will be provided to the offending subscriber to initiate the fine refund.

503 **Section 6.2 Applicability of Rules to Users and/or Subscribers**

504 Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information
505 published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof
506 based on their signed acknowledgment upon subscribing to the MLS. Further, failure of any user or
507 subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant
508 to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and
509 accountability for all users or subscribers affiliated with the participant.

511 **Meetings**

512 **Section 7 Meetings**

513 The meetings of the participants in the service or the board of directors of the multiple listing service for the
514 transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of
515 the service.

516 **Enforcement of Rules or Disputes**

517 **Section 8 Considerations of Alleged Violations**

518 The board of directors shall give consideration to all written complaints having to do with violations of the
519 rules and regulations.

520 **Section 8.1 Violations of Rules and Regulations**

521 If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge
522 of alleged violation of one or more of the provisions of **Section 16** of the rules and regulations or a request
523 for arbitration, it may be administratively considered and determined by the MLS committee and if a
524 violation is determined, the MLS committee may direct the imposition of sanction provided that the recipient
525 of such sanction may request a hearing by the professional standards committee of the association in
526 accordance with the bylaws of the association of REALTORS®.

527 If, rather than conducting an administrative review, the MLS committee has a procedure established to
528 conduct hearings, the decision of the hearing tribunal may be appealed to the board of directors of the

535 association of REALTORS®. Alleged violations of unethical conduct shall be referred to the professional
536 standards committee of the Tallahassee Board of REALTORS® for processing in accordance with the
537 professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge
538 will be referred directly to the board of directors of the Tallahassee Board of REALTORS®.
539

540 **Section 8.2 Complaints of Unethical Conduct**

541 All other complaints of unethical conduct shall be referred by the board of directors of the service to the
542 association of REALTORS® for appropriate action in accordance with the professional standards procedures
543 established in the association's bylaws.
544

545 **Confidentiality of MLS Information**

546

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547 **Section 9 Confidentiality of MLS Information**

548 Any information provided by the multiple listing service to the participants shall be considered official
549 information of the service. Such information shall be considered confidential and exclusively for the use of
550 participants and real estate licensees affiliated with such participants and those participants who are licensed
551 or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed
552 or certified appraisers affiliated with such participants.

553

554 **Section 9.1 MLS Responsibility for Accuracy of Information**

555 The information published and disseminated by the service is communicated verbatim, without change by
556 the service, as filed with the service by the participant. The service does not verify such information provided
557 and disclaims any responsibility for its accuracy. Each participant agrees to hold the service harmless against
558 any liability arising from any inaccuracy or inadequacy of the information such participant provides.

559

560 **Ownership of MLS Compilation* and Copyright**

561

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562 **Section 10**

563 By the act of submitting any property listing content to the MLS the participant represents that he has been
564 authorized to grant and also thereby does grant authority for the MLS to include the property listing content
565 in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content
566 includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours,
567 drawings, descriptions, remarks, narratives, pricing information, and other details or information related to
568 listed property.

569

570 **Section 10.1**

571 All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the
572 Tallahassee Board of REALTORS[®] and in the copyrights therein, shall at all times remain vested in the
573 Tallahassee Board of REALTORS[®].

574

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

578

579 **Use of Copyrighted MLS Compilation**

580

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581 **Section 11 Distribution**

582 Participants shall, at all times, maintain control over and responsibility for each copy of any MLS
583 compilation leased to them by the association of REALTORS[®], and shall not distribute any such copies to
584 persons other than subscribers who are affiliated with such participant as licensees, those individuals who are
585 licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and
586 any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information
587 developed by or published by an association multiple listing service is strictly limited to the activities
588 authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further,
589 none of the foregoing is intended to convey participation or membership or any right of access to information
590 developed or published by an association multiple listing service where access to such information is
591 prohibited by law.

592

593 Only non-confidential fields may be given, in any medium, to the consumer or other non-participant of the
594 CATRS MLS. A list of confidential fields can be found at www.TBRnet.org or by contacting the TBR MLS
595 Helpdesk.

596
597 **Section 11.1 Display**

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

601
602 **Section 11.2 Reproduction**

603 Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof,
604 except in the following limited circumstances:

605
606 Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to
607 prospective purchasers a reasonable** number of single copies of property listing data contained in the MLS
608 compilation which relate to any properties in which the prospective purchasers are or may, in the judgment
609 of the participant or their affiliated licensees, be interested.

610
611 *This section should not be construed to require the participant to lease a copy of the MLS compilation for
612 any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in
613 a specialty of the real estate business other than listing, selling, or appraising the types of properties which
614 are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS
615 information or MLS facility of the association

616
617 **It is intended that the participant be permitted to provide prospective purchasers with listing data relating
618 to properties which the prospective purchaser has a bona fide interest in purchasing or in which the
619 participant is seeking to promote interest. The term reasonable, as used herein, should therefore be
620 construed to permit only limited reproduction of property listing data intended to facilitate the prospective
621 purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered
622 in deciding whether the reproductions made are consistent with this intent and thus reasonable in number,
623 shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the
624 types of properties contained in such listings accord with the prospective purchaser's expressed desires and
625 ability to purchase, whether the reproductions were made on a selective basis, and whether the type of
626 properties contained in the property listing data is consistent with a normal itinerary of properties which
627 would be shown to the prospective purchaser.

628
629 Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing
630 data of properties other than that in which the prospective purchaser has expressed interest, or in which the
631 participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

632
633 Nothing contained herein shall be construed to preclude any participant from utilizing, displaying,
634 distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to
635 properties currently listed for sale with the participant.

636
637 Any MLS information, whether provided in written or printed form, provided electronically, or provided in
638 any other form or format, is provided for the exclusive use of the participant and those licensees affiliated
639 with the participant who are authorized to have access to such information. Such information may not be
640 transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

642 None of the foregoing shall be construed to prevent any individual legitimately in possession of current
643 listing information, sold information, comparables, or statistical information from utilizing such information
644 to support an estimate of value on a particular property for a particular client. However, only such
645 information that an association or association-owned multiple listing service has deemed to be
646 nonconfidential and necessary to support the estimate of value may be reproduced and attached to the report
647 as supporting documentation. Any other use of such information is unauthorized and prohibited by these
648 rules and regulations.

649
650 **Section 11.3 Transition of listings to Data Aggregators**

651 The MLS transmits a portion of the MLS database to third-party aggregators to display listing information.
652 All exclusive listings, regardless of type, will be included in data feed (unless the participant withholds
653 consent for such transmission). Except, the CATRS MLS will exclude from such data feed any listing where
654 both of the following conditions are present:

- 655 a. the listed property's street address or a graphic display of the property's specific location will be
656 displayed to the public; and
657 b. the seller displays on the property a "for sale by owner" sign or other sign or notice indicating
658 that the seller is soliciting direct contact from the buyers. (adopted 8/2011)

659
660 **Use of MLS Information**

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661
662 **Section 12 Limitations on Use of MLS Information**

663 Information from MLS compilations of current listing information, from statistical reports, and from any
664 sold or comparable report of the association or MLS may be used by MLS participants as the basis for
665 aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in
666 other public representations. This authority does not convey the right to include in any such advertising or
667 representation information about specific properties which are listed with other participants, or which were
668 sold by other participants (as either listing or cooperating broker).

669
670 However, any print or non-print forms of advertising or other forms of public representations based in whole
671 or in part on information supplied by the association or its MLS must clearly demonstrate the period of time
672 over which such claims are based and must include the following, or substantially similar, notice:

673
674 Based on information from the Capital Area Technology & REALTORS® Services MLS for the period
675 *(date)* through *(date)*.

676
677 **Changes in Rules and Regulations**

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678
679 **Section 13 Changes in Rules and Regulations**

680 Amendments to the rules and regulations of the service shall be by consideration and approval of the board
681 of directors of the multiple listing service, subject to final approval by the board of directors of the
682 Tallahassee Board of REALTORS® (shareholder).

683
684 **Arbitration of Disputes***

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685
686 **Section 14 Arbitration of Disputes**

687 By becoming and remaining a participant, each participant agrees to arbitrate disputes involving contractual
688 issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4

689 of the Code of Ethics with MLS participants in different firms arising out of their relationships as MLS
690 participants, subject to the following qualifications.

- 691 a. If all disputants are members of the same association of REALTORS[®] or have their principal place of
692 business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures
693 of that association of REALTORS[®].
694 b. If the disputants are members of different associations of REALTORS[®] or if their principal place of business
695 is located within the territorial jurisdiction of different associations of REALTORS[®], they remain obligated to
696 arbitrate in accordance with the procedures of the Florida Association of REALTORS[®].

697
698 **Interboard Arbitration Procedures:** Arbitration shall be conducted in accordance with any existing
699 interboard agreement or, alternatively, in accordance with the interboard arbitration procedures in the Code
700 of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS[®]. Nothing herein shall
701 preclude participants from agreeing to arbitrate the dispute before a particular association of REALTORS[®].

702 **Standards of Conduct for MLS Participants****

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703 **Standard 15.1**

704
705 MLS participants shall not engage in any practice or take any action inconsistent with exclusive
706 representation or exclusive brokerage relationship agreements that other MLS participants have with clients.

707 **Section 15.2**

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

710 **Section 15.3**

711
712 MLS participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend
713 a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing
714 broker.

715 **Section 15.4**

716
717 MLS participants shall not solicit a listing currently listed exclusively with another broker. However, if the
718 listing broker, when asked by the MLS participant, refuses to disclose the expiration date and nature of such
719 listing (i.e., an exclusive right-to-sell, an exclusive agency, open listing, or other form of contractual
720 agreement between the listing broker and the client) the MLS participant may contact the owner to secure
721 such information and may discuss the terms upon which the MLS participant might take a future listing or,
722 alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

723 *Only adopt the following standards of conduct if the association's MLS is open to nonmember participants
724 (otherwise qualified individuals who do not hold REALTOR[®] membership anywhere). Any of the standards
725 of conduct, if adopted, may not be modified.

726
727 **Only adopt the following standards of conduct if the association's MLS is open to nonmember participants
728 (otherwise qualified individuals who do not hold REALTOR[®] membership anywhere). Any of the standards
729 of conduct, if adopted, may not be modified.

730 **Section 15.5**

731
732 MLS participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive
733 buyer/tenant agreements. However, if asked by an MLS participant, the broker refuses to disclose the
734 expiration date of the exclusive buyer/tenant agreement, the MLS participant may contact the buyer/tenant to
735 secure such information and may discuss the terms upon which the MLS participant might enter into a future
736 buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon
737 the expiration of any existing exclusive buyer/tenant agreement.

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Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

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Section 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.

Section 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.

Section 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.

Section 15.16

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.

Section 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.

Section 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.

Section 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.

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Section 15.20

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

Section 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.

Section 15.22

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

Standard 15.23

MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.

Standard 15.24

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

1. engage in deceptive or unauthorized framing of real estate brokerage websites;
2. manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result;
3. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.
4. present content developed by others without either attribution or without permission, or
5. to otherwise mislead consumers.

Standard 15.25

It is the responsibility of Participants and subscribers to ensure that CATRS and TBR have their correct and complete contact information. It is the Participant's or subscriber's responsibility to ensure that any virus software, spam filters, and internet providers have TBR and CATRS e-mails as "trusted e-mails" and that any TBR/CATRS e-mails that are delayed or trapped after being sent from TBR will be the Participant/subscriber's sole responsibility. Not receiving communications from CATRS/TBR will not be grounds for appeal of fines.

Standard 15.26

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

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

889

890 **Orientation**

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892 **Section 16 Orientation**

893 Any applicant for MLS Participation and any licensee affiliated with an MLS Participant shall complete an orientation
894 program of no more than eight (8) classroom hours or equivalent self-study training (remote training), devoted to the
895 MLS Rules, Regulations, and operations within four (4) months after access has been provided. Failure to satisfy this
896 requirement shall be considered a violation of the CATRS MLS Rules for which MLS membership shall be suspended
897 until such time as the training is completed. (Amended 12/18)

898

899 **Internet Data Exchange (IDX)**

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[Top](#)

901 **Section 17 IDX Defined**

902 IDX affords MLS participants ability to authorize limited electronic display and delivery of their listings by
903 other participants via the following authorized mediums under the participant's control: websites,
904 mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such
905 listings.

906

907 **Section 17.1 Authorization**

908 Participants' consent for display of their listings by other participants pursuant to these rules and regulations
909 is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display
910 (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the
911 display of that participant's listings, that participant may not download, ~~or~~ frame or display the aggregated
912 MLS data of other participants. Even where participants have given blanket authority for other participants
913 to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as where
914 the seller has prohibited all Internet display.

915

916 **Section 17.2 Participation**

917 Participation in IDX is available to all MLS participants who are REALTORS[®] who are engaged in real estate
918 brokerage and who consent to display of their listings by other participants.

919

920 **Section 17.2.1**

921 Participants must notify the MLS of their intention to display IDX information and must give the MLS direct
922 access for purposes of monitoring/ensuring compliance with applicable rules and policies.

923

924 **Section 17.2.2**

925 MLS participants may not use IDX-provided listings for any purpose other than display as provided for in
926 these rules. This does not require participants to prevent indexing of IDX listings by recognized search
927 engines. (Amended 11/09)

928

929 **Section 17.2.2**

930 Participants must protect IDX information from misappropriation by employing reasonable efforts to
931 monitor and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.

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Section 17.2.3

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

Section 17.2.4

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 through IDX must be independently made by each participant. *(Amended 12/18)*

Section 17.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every three (3) days.

Section 17.2.6

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

Section 17.2.7

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.*
(Amended 05/17) M

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

Section 17.2.8

Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

974 b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in
975 immediate conjunction with the listing,
976
977 either or both of those features shall be disabled or discontinued for the seller's listings at the request of the
978 seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or
979 both of these features disabled or discontinued on all displays controlled by participant. Except for the
980 foregoing and subject to Section 17.2.9, a participant's IDX display may communicate the participant's
981 professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers
982 that a particular feature has been disabled at the request of the seller. (Amended 5/12)
983
984

985 **Section 17.2.9**

986
987 Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the
988 accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by
989 the MLS and that relates to a specific property. Participants shall correct or remove any false data or
990 information relating to a specific property upon receipt of a communication from the listing broker or listing
991 agent for the property explaining why the data or information is false. However, participants shall not be
992 obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or
993 professional judgment. (Amended 5/12)
994

995 **Section 17.2.10**

996 An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other
997 brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such
998 displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory
999 rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a
1000 single property search of multiple IDX data feeds resulting in the display of IDX information from each of
1001 the MLSs on a single search results page; and that participants may display listings from each IDX feed on a
1002 single webpage or display.
1003

1004 **Section 17.2.12**

1005 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in
1006 a readily visible color and typeface not small than the median used in the display of listing data.
1007

1008 Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”. Etc., of two hundred (200)
1009 characters of less) are exempt from this requirement but only when linked directly to a display that includes
1010 all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently
1011 delivered electronically to the registered consumer performing the property search or linked to through the
1012 device’s application.
1013

1014 **Section 17.3 Display**

1015 Display of listing information pursuant to IDX is subject to the following rules:
1016

1017 **Section 17.3.1**

1018 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of
1019 all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS
1020 participants and users (e.g., cooperative compensation offers, showing instructions, property security
1021 information, etc.) may not be displayed.
1022

1023 **Section 17.3.1.1**

1024 The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.
1025

1026 **Section 17.3.2**

1027 Participants shall not modify or manipulate information relating to other participants’ listings. (This is not a
1028 limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with
1029 additional data not otherwise prohibited from display so long as the source of the additional data is clearly

1030 identified. This requirement does not restrict the format of MLS data display or display of fewer than all of
1031 the available listings or fewer authorized data fields.
1032

1033 **Section 17.3.3**

1034 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in
1035 a readily visible color and typeface not smaller than the median used in the display of listing data. Displays
1036 of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or
1037 less are exempt from this requirement but only when linked directly to a display that includes all required
1038 disclosures. (Amended 5/12)
1039

1040 **Section 17.3.4**

1041 Non-principal brokers and sales licensees affiliated with IDX participants may display information available
1042 through IDX on their own websites subject to their participant’s consent and control and the requirements of
1043 state law and/or regulation.
1044

1045 **Section 17.3.5**

1046 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information
1047 is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any
1048 purpose other than to identify prospective properties consumers may be interested in purchasing, and that the
1049 data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require
1050 use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of
1051 minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or
1052 less are exempt from this requirement but only when linked directly to a display that includes all required
1053 disclosures. (Amended 5/12)
1054

1055 **Section 17.3.6**

1056 The right to display other participants’ listings pursuant to IDX shall be limited to a participant’s office(s)
1057 holding participatory rights in this MLS.
1058

1059 **Section 17.3.7**

1060 Display of expired, withdrawn, and pending listings is prohibited.
1061

1062 **Section 17.3.8**

1063 Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and email address(es) is prohibited.
1064

1065 **Section 17.3.9**

1066 Participants are required to employ appropriate security protection such as firewalls on their websites and
1067 displays, provided that any security measures required may not be greater than those employed by the MLS.
1068 (Amended 5/12)
1069

1070 **Section 17.3.10**

1071 Participants must maintain an audit trail of consumer activity on the their website and make that information
1072 available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the
1073 data or a violation of MLS rules related to use by consumers. (Amended 5/12)

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Section 17.3.11

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

Section 17.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

Virtual Office Websites (VOWs)

[Top](#)

Section 18.1 VOW Defined

- a. A “Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability.
- b. As used in Section 19 of these rules, the term “participant” includes a participant’s affiliated non-principal brokers and sales licensees—except when the term is used in the phrases “participant’s consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant.
- c. “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant’s supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- d. As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

Section 18.2 Participation

- 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.

1122
1123 **Section 18.3**

- 1124 a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW,
1125 the participant must take each of the following steps.
- 1126 i. The participant must first establish with that consumer a lawful broker-consumer relationship (as
1127 defined by state law), including completion of all actions required by state law in connection with
1128 providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such
1129 actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other
1130 disclosure obligations, and execution of any required agreements.
 - 1131 ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant
1132 must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed
1133 to the terms of use (described in Subsection d., below). The participant must verify that the e-mail
1134 address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - 1135 iii. The participant must require each Registrant to have a user name and a password, the combination of
1136 which is different from those of all other Registrants on the VOW. The participant may, at his or her
1137 option, supply the user name and password or may allow the Registrant to establish its user name and
1138 password. The participant must also assure that any e-mail address is associated with only one user
1139 name and password.
- 1140
- 1141 b. The participant must assure that each Registrant’s password expires on a date certain, but may provide for
1142 renewal of the password. The participant must at all times maintain a record of the name, e-mail address,
1143 user name, and current password of each Registrant. The participant must keep such records for not less
1144 than one hundred eighty (180) days after the expiration of the validity of the Registrant’s password.
1145
- 1146 c. If the MLS has reason to believe that a participant’s VOW has caused or permitted a breach in the security
1147 of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS,
1148 provide the name, e-mail address, user name, and current password, of any Registrant suspected of
1149 involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an
1150 audit trail of activity by any such Registrant.
1151
- 1152 d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse
1153 click or otherwise) to a terms of use provision that provides at least the following:
- 1154 i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the
1155 participant
 - 1156 ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant’s
1157 personal, non-commercial use
 - 1158 iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being
1159 offered through the VOW
 - 1160 iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in
1161 connection with the Registrant’s consideration of the purchase or sale of an individual property
 - 1162 v. that the Registrant acknowledges the MLS’ ownership of and the validity of the MLS’ copyright in the
1163 MLS database
- 1164
- 1165 e. The terms of use agreement may not impose a financial obligation on the Registrant or create any
1166 representation agreement between the Registrant and the participant. Any agreement entered into at any
1167 time between the participant and Registrant imposing a financial obligation on the Registrant or creating
1168 representation of the Registrant by the participant must be established separately from the terms of use,
1169 must be prominently labeled as such, and may not be accepted solely by mouse click.
1170

1171 f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their
1172 duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS
1173 rules and monitoring display of participants' listings by the VOW. The agreement may also include such
1174 other provisions as may be agreed to between the participant and the Registrant.
1175

1176 **Section 18.4**

1177 A participant's VOW must prominently display an e-mail address, telephone number, or specific
1178 identification of another mode of communication (e.g., live chat) by which a consumer can contact the
1179 participant to ask questions or get more information about any property displayed on the VOW. The
1180 participant or a non-principal broker or sales licensee licensed with the participant must be willing and able
1181 to respond knowledgeably to inquiries from Registrants about properties within the market area served by
1182 that participant and displayed on the VOW.
1183

1184 **Section 18.5**

1185 A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping,
1186 and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate
1187 security protection such as firewalls as long as this requirement does not impose security obligations greater
1188 than those employed concurrently by the MLS.
1189

1190 **Note:** MLSs may adopt rules requiring Participants to employ specific security measures, provided that any
1191 security measure required does not impose obligations greater than those employed by the MLS.
1192

1193 **Section 18.6**

1194 a. A participant's VOW shall not display the listings or property addresses of any seller who has
1195 affirmatively directed the listing broker to withhold the seller's listing or property address from display on
1196 the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit
1197 display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who
1198 operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or
1199 otherwise, the listings of sellers who have determined not to have the listing for their property displayed on
1200 the Internet.
1201

1202 b. A participant who lists a property for a seller who has elected not to have the property listing or the
1203 property address displayed on the Internet shall cause the seller to execute a document that includes the
1204 following (or a substantially similar) provision.
1205

1206 **Seller Opt-out Form**

- 1207
- 1208
- 1209 1. Check one.
- 1210 a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the
- 1211 Internet.
- 1212 b. I have advised my broker or sales agent that I do not want the address of the listed property to be
- 1213 displayed
- 1214 on the Internet.
- 1215
- 1216 2. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for
- 1217 listings
- 1218 on the Internet will not see information about the listed property in response to their searches.

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Initials of Seller

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

Section 18.7

a. Subject to Subsection b., below, a participant’s VOW may allow third-parties:
i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants’ websites. Subject to the foregoing and to Section 18.8, a participant’s VOW may communicate the participant’s professional judgment concerning any listing. A participant’s VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 18.8

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

Section 18.9

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.

Section 18.10

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

Section 18.11

A participant’s VOW must display the participant’s privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 18.12

1267 A participant's VOW may exclude listings from display based only on objective criteria, including, but not
1268 limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing
1269 broker, and whether the listing broker is a REALTOR®.

1270
1271 **Section 18.13**

1272 A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its
1273 intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS
1274 participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable
1275 MLS rules or policies.

1276
1277 **Section 18.14**

1278 A participant may operate more than one VOW himself or herself or through an AVP. A participant who
1279 operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her
1280 behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and
1281 accountability of the participant.

1282
1283 **Section 18.15**

1284 A participant's VOW may not make available for search by or display to Registrants any of the following
1285 information:

- 1286 a. expired, withdrawn, or pending ("under contract") listings
- 1287 b. the compensation offered to other MLS participants
- 1288 c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- 1289 d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- 1290 e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or
1291 security of listed property

1292
1293 **Note:** If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 18.15f. must be
1294 omitted.

1295
1296 **Section 18.16**

1297 A participant shall not change the content of any MLS listing information that is displayed on a VOW from
1298 the content as it is provided in the MLS. The participant may, however, augment MLS listing information
1299 with additional information not otherwise prohibited by these rules or by other applicable MLS rules or
1300 policies, as long as the source of such other information is clearly identified. This rule does not restrict the
1301 format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the
1302 listings or fewer than all of the authorized information fields.

1303
1304 **Section 18.17**

1305 A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information
1306 displayed on the VOW is deemed reliable, but is not guaranteed accurate by the MLS. A participant's VOW
1307 may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.

1308
1309 **Section 18.18**

1310 A participant shall require that Registrants' passwords be reconfirmed or changed every 180 days.

1311
1312 **Note:** Participants may, at their option, require Registrants to reconfirm or change passwords more
1313 frequently.

1314
1315 **Section 18.19**

1316 A participant may display advertising and the identification of other entities (“co-branding”) on any VOW
1317 the participant operates or that is operated on his or her behalf. However, a participant may not display on
1318 any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding
1319 will be presumed not to be deceptive or misleading if the participant’s logo and contact information (or that
1320 of at least one participant, in the case of a VOW established and operated on behalf of more than one
1321 participant) is displayed in immediate conjunction with that of every other party, and the logo and contact
1322 information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that
1323 of any third party.

1324
1325 **Section 18.20**

1326 A participant shall cause any listing displayed on his or her VOW obtained from other sources, including
1327 from another MLS or from a broker not participating in the MLS, to identify the source of the listing.
1328 *(Adopted 1/21/09)*

1329
1330 **Section 18.21**

1331 A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more
1332 than 500 current listings and not more than 500 sold listings in response to any inquiry. *(Adopted 12/18)*

1333
1334 **Lockbox Key Entry Systems**

[Top](#)

1335
1336 **Section 19.1 Definition:** A lock box is a container affixed to property containing a device to gain access to
1337 the property being marketed by a participant in the MLS. Participants in the MLS or their salespersons (and
1338 licensed or certified appraisers affiliated with the participants) are authorized under certain conditions to open
1339 these lock boxes under terms specified by the listing broker. Cooperating brokers and sales licensees, whether
1340 functioning as subagents of the listing broker or as agents of potential purchasers, must contact the listing
1341 broker to disclose their agency status and to arrange appointments to show listed property even if the property
1342 has a lock box affixed to it unless the listing broker has given specific permission (through information
1343 published in the MLS or otherwise) to show the property without first contacting the listing broker.

1344
1345
1346 **Section 19.2 Lock Box Security Requirements**

- 1347 1. Any key, programmer, or other device (hereinafter referred to as key) by which a lock box can be
1348 opened shall be nonduplicative. By nonduplicative it is not meant that the key is necessarily covered
1349 by a current patent but that it cannot be readily copied in the manner that other types of keys ordinarily
1350 are.
- 1351 2. Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems
1352 or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, information
1353 shall be obtained from the original manufacturer to determine whether the key’s pattern, code, or
1354 configuration is already in use by other associations, multiple listing services, or other users in the
1355 vicinity. Surrounding associations and multiple listing services shall also be contacted to determine
1356 whether the key’s pattern, code, or configuration is currently in use.
- 1357 3. The lock box system is an activity of Capital Area Technology & REALTOR® Services, Inc. and as
1358 such, every MLS participant and every non-principal broker, sales licensee and licensed or certified
1359 appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be
1360 eligible to hold a key subject to their execution of a lease agreement with the lockbox vendor.
- 1361 4. The MLS charges keyholders with the obligation of immediately reporting lost, stolen, or otherwise
1362 unaccountable for keys to the association. Upon receipt of notice, the MLS shall take any steps
1363 deemed necessary to resecure the system.

1365 **Section 19.3 Refusing Service**

1366 CATRS may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse
1367 to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in
1368 the determination of the association or MLS, relates to the real estate business or puts clients, customers, or
1369 other real estate professionals at risk.

1370
1371 CATRS may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to
1372 their conviction for any felony or misdemeanor which, in the determination of the association or MLS, relates
1373 to the real estate business or which puts clients, customers, or other real estate professionals at risk.

1374
1375 Factors that can be considered in making such determinations include, but are not limited to:

- 1376 • the nature and seriousness of the crime
- 1377 • the relationship of the crime to the purposes for limiting lock box access
- 1378 • the extent to which access (or continued access) might afford opportunities to engage in similar criminal
1379 activity
- 1380 • the extent and nature of past criminal activity
- 1381 • time since criminal activity was engaged in
- 1382 • evidence of rehabilitation while incarcerated or following release and
- 1383 • evidence of present fitness

1384
1385 No one shall be required to lease a key from the association except on a voluntary basis.

1386
1387

1388 **Section 19.4** Lockbox Use
1389 Lock boxes may not be placed on a property without written authority from the seller. This authority may be
1390 established in the listing contract or in a separate document created specifically for the purpose.
1391
1392 It is against MLS Rules to lend a key to someone or to borrow anyone's key. There is no circumstance that
1393 this is allowed. The lender and the borrower are each subject to an automatic \$500 FINE for each instance of
1394 this violation.
1395
1396 If you lose your key or cannot get it to work, you can ask another keyholder to go with you to the showing or
1397 call one of the designated members who has in their possession, a LOANER KEY. A list of the current
1398 members in possession of a loaner key is available from the CATRS office. (Adopted 10/6/2009)