

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

Table of Contents

Section	Page #
<u>Section 1 Listing Procedures</u>	2
<u>Section 2 Selling Procedures</u>	6
<u>Section 3 Prohibitions</u>	8
<u>Section 4 Division of Commissions</u>	9
<u>Section 5 Service Charges</u>	11
<u>Section 6 Compliance with Rules</u>	11
<u>Section 7 Meetings</u>	13
<u>Section 8 Enforcement of Rules or Disputes</u>	13
<u>Section 9 Confidentiality of MLS Information</u>	13
<u>Section 10 Ownership of MLS Compilation</u>	14
<u>Section 11 MLS Compilation Copyright</u>	14
<u>Section 12 Use of MLS Information</u>	16
<u>Section 13 Changes in Rules and Regulations</u>	16
<u>Section 14 Arbitration of Disputes</u>	16
<u>Section 15 Standards of Conduct for MLS Participants</u>	17
<u>Section 16 Orientation</u>	20
<u>Section 17 Internet Data Exchange (IDX)</u>	21
<u>Section 18 Virtual Office Websites (VOWs)</u>	25
<u>Section 19 Lockbox Entry System</u>	30

1 Listing Procedures

[Top](#)

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.

8
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)

18
19 The listing agreement must include the seller's written authorization to submit the agreement to the
20 multiple listing service.

21
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.

28
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 1.01 Clear Cooperation

33 Within one (1) business day of marketing a property to the public, the listing broker must submit the
34 listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not
35 limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites,
36 brokerage website displays (including IDX and VOW), digital communications marketing (email
37 blasts), multi-brokerage listing sharing networks, and applications available to the general public.
38 This policy applies to the Residential property class only. *(Adopted 3/30/2020)*

39
40 **Note:** Exclusive listing information for required property types must be filed and distributed to other
41 MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings
42 filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model
43 MLS rules, and any other situation where the listing broker is publicly marketing an exclusive
44 listing that is required to be filed with the service and is not currently available to other MLS
45 Participants.

48 **Section 1.1 Classes of Properties**

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

- 51 • Residential (Single Family detached, Condos, Townhomes and Mobile homes as part of real
52 property)
- 53 • Multifamily (Apartments, and duplexes)
- 54 • Commercial, Professional, Industrial and Businesses
- 55 • Lots & Land
- 56 • Residential Rentals

57
58 **Section 1.1.1 Listing Subject to Rules and Regulations of the Service**

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

61
62 **Section 1.2 Detail on Listings Filed with the Service**

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

65
66 **Section 1.2.1 Limited Service Listings**

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

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

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

79
80 **Section 1.2.2 MLS Entry-only Listings**

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

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

94

95 **Section 1.3 Change of Status of Listing**
96 Any change in listed price or other change in the original listing agreement shall be made only when
97 authorized in writing by the seller and shall be filed with the service within twenty-four (24) hours after the
98 authorized change is received by the listing broker.
99

100 **Section 1.4 Withdrawal of Listing Prior to Expiration**

101 Listings of property may be withdrawn from the multiple listing service by the listing broker before the
102 expiration date of the listing agreement, provided notice is filed with the service, including a copy of the
103 agreement between the seller and the listing broker which authorizes the withdrawal.
104

105 Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's
106 concurrence. However, when a seller(s) can document that his exclusive relationship with the listing
107 broker has been terminated, the multiple listing service may remove the listing at the request of the seller.
108

109 **Section 1.5 Contingencies Applicable to Listings**

110 Any contingency or conditions of any term in a listing shall be specified and noticed to the participants. The
111 listing status shall be changed to CONTINGENT and contingencies shall be noted in the Confidential
112 Remarks field on the first line.
113

114 **Section 1.6 Listing Price Specified**

115 The full gross listing price stated in the listing contract will be included in the information published in the
116 MLS compilation of current listings.
117

118 **Section 1.7 Listing Multiple Unit Properties**

119 All properties which are to be sold or which may be sold separately must be indicated individually in the
120 listing and on the property data form. When part of a listed property has been sold, proper notification should
121 be given to the multiple listing service.
122

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

124 The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees
125 for services to be rendered by participants. Further, the multiple listing service shall not fix, control,
126 recommend, suggest, or maintain the division of commissions or fees between cooperating participants or
127 between participants and nonparticipants.
128

129 **Section 1.9 Expiration of Listings**

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

133 If notice of renewal or extension is received after the listing has been removed from the compilation of
134 current listings, the extension or renewal will be published in the same manner as a new listing. Extensions
135 and renewals of listings must be signed by the seller(s) and filed with the service.
136

137 **Section 1.10 Termination Date on Listings**

138 Listings filed with the service shall bear a definite and final termination date, as negotiated between the
139 listing broker and the seller.
140

141 **Section 1.11 Service Area**

142 Only listings of the designated types of property located within the service area of the MLS are required to
143 be submitted to the service. Listings of property located outside the MLS's service area will be accepted if
144 submitted voluntarily by a participant, but cannot be required by the service. (*Amended 12/18*)
145

146 **1.12 Listing of Suspended Participants**

147 When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e.,
148 violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other
149 membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed
150 with the MLS by the suspended participant shall, at the participant's option, be retained in the service until
151 sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of
152 the listing agreement in effect when the suspension became effective. If a participant has been suspended
153 from the association (except where MLS participation without association membership is permitted by law)
154 or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to
155 provide MLS services, including continued inclusion of the suspended participant's listings in the MLS
156 compilation of current listing information. Prior to any removal of a suspended participant's listings from the
157 MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended
158 participant may advise his clients.
159

160 **Section 1.13 Listing of Expelled Participants**

161 When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e.,
162 violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other
163 membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed
164 with the MLS by the expelled participant shall, at the participant's option, be retained in the service until
165 sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date
166 of the listing agreement in effect when the expulsion became effective. If a participant has been expelled
167 from the association (except where MLS participation without association membership is permitted by law)
168 or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to
169 provide MLS services, including continued inclusion of the expelled participant's listings in the MLS
170 compilation of current listing information. Prior to any removal of an expelled participant's listings from the
171 MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled
172 participant may advise his clients.
173

174 **Section 1.14 Listing of Resigned Participants**

175 When a participant resigns from the MLS, the MLS is not obligated to provide services, including continued
176 inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to
177 any removal of a resigned participant's listings from the MLS, the resigned participant should be advised, in
178 writing, of the intended removal so that the resigned participant may advise his clients.
179

180 **Section 1.15 Transfer of Listings**

181 Listings cannot be transferred within the MLS from one Participant to another Participant without the signed
182 consent of the listing broker.
183

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

185 Any co-exclusive right of sale listing shall be submitted to the MLS on one listing contract with the agency
186 clearly identified. The listing contract must include a clear indication regarding which of the "co-exclusive"
187 agents controls the terms of the offer of cooperation and compensation or is empowered to make
188 modifications to such offers. If each "co-exclusive" agent is empowered to make such changes independent

189 of the other, it must be indicated with specificity.

190

191 **Section 1.17. PHOTO REQUIREMENT**

192 At least one photograph of the property is required for ALL classes of listings, with the exception of Lots
193 and Land; a front elevation or sketch may be substituted for proposed or under construction. Participants and
194 subscribers must input a photo(s) in the MLS in order for the listing to become Active. The photo must be
195 the exterior, front of the building (Brands and personal images are prohibited). If CATRS MLS discovers
196 that the photo or rendering is inaccurate the MLS will send notice to the listing agent to correct the listing
197 within 48 hours with an accurate photo or his/her service will be suspended and there will be a fine of \$100
198 per inaccurate listing imposed. If an agent is suspended, his/her broker must input the accurate photo and the
199 fine(s) must be paid prior to the service being reinstated. If the offending member is a broker, he/she must
200 submit an accurate digital photo to the MLS and the fine(s) must be paid. (Adopted 2/13/2004, revised
201 4/2006, 5/2008, 4/2013, 4/2016)

202

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

206

207 **1.18. MULTIPLE ENTRIES OF PROPERTY**

208 Multiple listings for the same property (parcel ID), may only be entered for search purposes to identify
209 differing numbers of bedrooms, within the same class. Example: listing 1234 Main Street as a 3 bedroom,
210 with an office (MLS # 123456) and listed as a 4 bedroom (MLS# 123457) or if the property could be used as
211 an office, it could be entered in the Commercial Class (MLS# 123458) as well.

212

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

216

217 **1.19. CONTACT INFORMATION IN PUBLIC FIELDS**

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

221

222 **1.20. NEW CONSTRUCTION FEATURE CODE**

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

225

226 **1.21. Auditing Listing Agreements**

227 In order to ensure accuracy of MLS listings, the CATRS MLS may request a copy of the of the listing
228 agreement between the Seller and the broker. The broker shall deliver the listing agreement and all
229 subsequent written agreements to the MLS within 1 business day of the request. The MLS may randomly
230 audit brokers’ listings or request based on a complaint to the MLS. (January 2019)

231

232 **Selling Procedures**

233

234 **Section 2 Showings and Negotiations**

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

[Top](#)

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

242 243 **Section 2.1 Presentation of Offers**

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

246 247 **Section 2.2 Submission of Written Offers**

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

252
253 Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers
254 until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question
255 about whether a pre-existing contract has been terminated.

256 257 **Section 2.3 Right of Cooperating Broker in Presentation of Offer**

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

265 266 **Section 2.4 Right of Listing Broker in Presentation of Counter-offer**

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

273 274 **Section 2.5 Reporting Sales to the Service**

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

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

287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334

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

[Top](#)

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.

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.

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

340
341 This section does not preclude solicitation of listings under the circumstances otherwise recognized by
342 the Standards of Practice related to Article 16 of the Code of Ethics.

343 **Section 3.4 Use of the Terms MLS and Multiple Listing Service**

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

352 **Division of Commissions**

353 **Section 4 Compensation Specified on Each Listing**

354
355 [Top](#)
356 The listing broker shall specify, on each listing filed with the multiple listing service, the compensation
357 offered to other multiple listing service participants for their services in the sale of such listing. Such offers
358 are unconditional except that entitlement to compensation is determined by the cooperating broker's
359 performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing
360 broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may
361 be excused if it is determined through arbitration that, through no fault of the listing broker and in the
362 exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to
363 collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative
364 compensation offered through MLS would be a question to be determined by an arbitration hearing panel
365 based on all relevant facts and circumstances including, but not limited to, why it was impossible or
366 financially unfeasible for the listing broker to collect some or all of the commission established in the listing
367 agreement; at what point in the transaction did the listing broker know (or should have known) that some or
368 all of the commission established in the listing agreement might not be paid; and how promptly had the
369 listing broker communicated to cooperating brokers that the commission established in the listing agreement
370 might not be paid.

371
372 In filing a property with the multiple listing service of an association of REALTORS[®], the participant of the
373 service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore
374 specify on each listing filed with the service, the compensation being offered to the other MLS participants.
375 Specifying the compensation on each listing is necessary, because the cooperating broker has the right to
376 know what his compensation shall be prior to his endeavor to sell.*

377 The listing broker retains the right to determine the amount of compensation offered to other participants
378 (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be
379 the same or different.

380
381
382 *The compensation specified on listings filed with the multiple listing service shall appear in one of two
383 forms. The essential and appropriate requirement by an association multiple listing service is that the

384 information to be published shall clearly inform the participants as to the compensation they will receive in
385 cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting
386 an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of
387 the following forms:

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

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

396
397 **Note 1:** The multiple listing service shall not have a rule requiring the listing broker to disclose the amount
398 of total negotiated commission in his listing contract, and the association multiple listing service shall
399 not publish the total negotiated commission on a listing which has been submitted to the MLS by a
400 participant. The association multiple listing service shall not disclose in any way the total commission
401 negotiated between the seller and the listing broker.

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

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

407 **Note 4:** The CATRS Multiple listing services permits listing brokers to communicate to potential
408 cooperating brokers that gross commissions established in listing contracts are subject to court
409 approval, and that compensation payable to cooperating brokers may be reduced if the gross
410 commission established in the listing contract is reduced by a court. In such instances, the fact that the
411 gross commission is subject to court approval and either the potential reduction in compensation
412 payable to cooperating brokers or the method by which the potential reduction in compensation will
413 be calculated must be clearly communicated to potential cooperating brokers prior to the time they
414 submit an offer that ultimately results in a successful transaction.

415
416 **Note 5:** Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter
417 of mutual agreement, from modifying the cooperative compensation to be paid in the event of a
418 successful transaction.

419 **Note 6:** Multiple listing services must give participants the ability to disclose to other participants any
420 potential for a short sale. As used in these rules, short sales are defined as a transaction where title
421 transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where
422 the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing
423 services may, as a matter of local discretion, require participants to disclose potential short sales
424 when participants know a transaction is a potential short sale. In any instance where a participant
425 discloses a potential short sale, they must also be permitted to communicate to other participants
426 how any reduction in the gross commission established in the listing contract required by the lender
427 as a condition of approving the sale will be apportioned between listing and cooperating participants.
428 All confidential disclosures and confidential information related to short sales must be
429 communicated through dedicated fields or confidential "remarks" available only to participants and
430 subscribers, including indicating in the Sale Type feature that the listing is "Short Sale Potential."

431 432 **Section 4.0.1 Disclosing Potential Short Sales**

433 Participants must disclose potential short sales when reasonably known to the listing participants. When
434 disclosed, participants may, at their discretion, advise other participants whether and how any reduction in
435 the gross commission established in the listing agreement, required by the lender as a condition of approving
436 the sale, will be apportioned between listing and cooperating participants.
437

438 **Section 4.1 Participant as Principal**

439 If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any
440 ownership interest in a property, the listing of which is to be disseminated through the multiple listing
441 service, that person shall disclose that interest when the listing is filed with the multiple listing service and
442 such information shall be disseminated to all multiple listing service participants.
443

444 **Section 4.2 Participant as Purchaser**

445 If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant
446 wishes to acquire an interest in property listed with another participant, such contemplated interest shall be
447 disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the
448 listing broker.
449

450 **Section 4.3 Variable Rate Commission Arrangements**

451 The existence of a variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay
452 a specified commission if the property is sold/leased by the listing broker without assistance and a different
453 commission if the sale/lease results through the efforts of a cooperating broker) shall be disclosed by the
454 listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to
455 inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative
456 transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the
457 cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such
458 information to their client before the client makes an offer to purchase or lease.
459

460 **Service Charges**

461

[Top](#)

462 **Section 5 Service Fees and Charges**

463 The following service charges for operation of the multiple listing service are in effect to defray the costs of
464 the service and are subject to change from time to time in the manner prescribed:
465

466 **Initial Participation Fee:** An applicant for participation in the service shall pay an application fee as
467 determined from time to time by the CATRS board of directors, with such fee to accompany the application.

468 **Recurring Participation Fee:** The monthly participation fee of each participant shall be an amount equal as
469 determined from time to time by the CATRS board of directors times each salesperson and licensed or
470 certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or
471 licensed or certified appraiser who is employed by or affiliated as an independent contractor with such
472 participant. Payment of such fees shall be made on or before the first day of the month for which service is
473 granted.
474

475 Note: Subscription requirements will be waived where licensee or licensed or certified appraiser can
476 demonstrate subscription to a different MLS where the principal broker participates. The participant (broker)
477 will be required to sign a certificate for nonuse of the MLS by their licensees. (*Adopted 12/18*)
478

479 **Compliance with Rules**

480

[Top](#)

481 **Section 6 Compliance with Rules—Authority to Impose Discipline**

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

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

496
497 **Note:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a
498 form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the
499 discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent
500 finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of
501 Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation
502 during the probationary period, both the probationary status and the suspended discipline are considered
503 fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline
504 are held in abeyance during the probationary period does not bar imposition of other forms of discipline
505 which will not be held in abeyance. *(Revised 12/18)*

506
507 **Section 6.1 Compliance with Rules**

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

- 509 a. for failure to pay any service charge or fee within one (1) month of the date due, and provided that at
510 least ten (10) days' notice has been given, the service shall be suspended until service charges or fees
511 are paid in full
- 512 b. for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply
- 513 c. for failure to accurately complete all input fields, subscribers and participants will be noticed and
514 required to correct or show cause as to why their input is correct within three days of initial input or
515 when an error is noticed. Participants and subscribers will be noticed via electronic means each day
516 up to and including day three and if not corrected or otherwise satisfied with the MLS will be fined
517 \$100 and temporarily suspended from the multiple listing service until the fine is paid. Fines are
518 levied against the subscriber (listing agent); however, the Participant is ultimately responsible for the
519 payment of such fines. Status changes are of such importance to the accuracy of the MLS that both
520 the Participant and the subscriber shall be fined for a violation of section 2.5 of these rules.

521
522 Once fine is paid and error is corrected, the subscriber or participant will receive a refund of their fine
523 by completing two training classes within four months of the violation. Upon request, the Fine
524 Forgiveness Form will be provided to the offending subscriber to initiate the fine refund.

525
526 **Section 6.2 Applicability of Rules to Users and/or Subscribers**

527 Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information
528 published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof

529 based on their signed acknowledgment upon subscribing to the MLS. Further, failure of any user or
530 subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant
531 to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and
532 accountability for all users or subscribers affiliated with the participant.
533

534 **Meetings**

[Top](#)

536 **Section 7 Meetings**

537 The meetings of the participants in the service or the board of directors of the multiple listing service for the
538 transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of
539 the service.
540

541 **Enforcement of Rules or Disputes**

[Top](#)

543 **Section 8 Considerations of Alleged Violations**

544 The board of directors shall give consideration to all written complaints having to do with violations of the
545 rules and regulations.
546

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

548 If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge
549 of alleged violation of one or more of the provisions of **Section 16** of the rules and regulations or a request
550 for arbitration, it may be administratively considered and determined by the MLS committee and if a
551 violation is determined, the MLS committee may direct the imposition of sanction provided that the recipient
552 of such sanction may request a hearing by the professional standards committee of the association in
553 accordance with the bylaws of the association of REALTORS®.
554

555 If, rather than conducting an administrative review, the MLS committee has a procedure established to
556 conduct hearings, the decision of the hearing tribunal may be appealed to the board of directors of the
557 association of REALTORS®. Alleged violations of unethical conduct shall be referred to the professional
558 standards committee of the Tallahassee Board of REALTORS® for processing in accordance with the
559 professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge
560 will be referred directly to the board of directors of the Tallahassee Board of REALTORS®.
561

562 **Section 8.2 Complaints of Unethical Conduct**

563 All other complaints of unethical conduct shall be referred by the board of directors of the service to the
564 association of REALTORS® for appropriate action in accordance with the professional standards procedures
565 established in the association's bylaws.
566

567 **Confidentiality of MLS Information**

[Top](#)

569 **Section 9 Confidentiality of MLS Information**

570 Any information provided by the multiple listing service to the participants shall be considered official
571 information of the service. Such information shall be considered confidential and exclusively for the use of
572 participants and real estate licensees affiliated with such participants and those participants who are licensed
573 or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed
574 or certified appraisers affiliated with such participants.
575

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

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

581
582 **Ownership of MLS Compilation* and Copyright**

[Top](#)

583
584 **Section 10**

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

591
592 **Section 10.1**

593 All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the
594 Tallahassee Board of REALTORS® and in the copyrights therein, shall at all times remain vested in the
595 Tallahassee Board of REALTORS®.

596
597 *The term MLS compilation, as used in Sections 11 and 12 herein, shall be construed to include any format
598 in which property listing data is collected and disseminated to the participants, including but not limited to
599 bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

600
601 **Use of Copyrighted MLS Compilation**

[Top](#)

602
603 **Section 11 Distribution**

604 Participants shall, at all times, maintain control over and responsibility for each copy of any MLS
605 compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to
606 persons other than subscribers who are affiliated with such participant as licensees, those individuals who are
607 licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and
608 any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information
609 developed by or published by an association multiple listing service is strictly limited to the activities
610 authorized under a participant’s licensure(s) or certification, and unauthorized uses are prohibited. Further,
611 none of the foregoing is intended to convey participation or membership or any right of access to information
612 developed or published by an association multiple listing service where access to such information is
613 prohibited by law.

614
615 Only non-confidential fields may be given, in any medium, to the consumer or other non-participant of the
616 CATRS MLS. A list of confidential fields can be found at www.TBRnet.org or by contacting the TBR MLS
617 Helpdesk.

618
619 **Section 11.1 Display**

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

623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671

Section 11.2 Reproduction

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

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

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

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

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

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

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

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

672 **Section 11.3 Transition of listings to Data Aggregators**

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

- 677 a. the listed property’s street address or a graphic display of the property’s specific location will be
678 displayed to the public; and
679 b. the seller displays on the property a “for sale by owner” sign or other sign or notice indicating
680 that the seller is soliciting direct contact from the buyers. (adopted 8/2011)

681 **Use of MLS Information**

[Top](#)

682 **Section 12 Limitations on Use of MLS Information**

683 Information from MLS compilations of current listing information, from statistical reports, and from any
684 sold or comparable report of the association or MLS may be used by MLS participants as the basis for
685 aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in
686 other public representations. This authority does not convey the right to include in any such advertising or
687 representation information about specific properties which are listed with other participants, or which were
688 sold by other participants (as either listing or cooperating broker).
689

690 However, any print or non-print forms of advertising or other forms of public representations based in whole
691 or in part on information supplied by the association or its MLS must clearly demonstrate the period of time
692 over which such claims are based and must include the following, or substantially similar, notice:
693

694
695
696 Based on information from the Capital Area Technology & REALTORS® Services MLS for the period
697 *(date)* through *(date)*.

698 **Changes in Rules and Regulations**

[Top](#)

699 **Section 13 Changes in Rules and Regulations**

700 Amendments to the rules and regulations of the service shall be by consideration and approval of the board
701 of directors of the multiple listing service, subject to final approval by the board of directors of the
702 Tallahassee Board of REALTORS® (shareholder).
703

704 **Arbitration of Disputes***

[Top](#)

705 **Section 14 Arbitration of Disputes**

706 By becoming and remaining a participant, each participant agrees to arbitrate disputes involving contractual
707 issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4
708 of the Code of Ethics with MLS participants in different firms arising out of their relationships as MLS
709 participants, subject to the following qualifications.
710

- 711 a. If all disputants are members of the same association of REALTORS® or have their principal place of
712 business within the same association’s territorial jurisdiction, they shall arbitrate pursuant to the procedures
713 of that association of REALTORS®.
714 b. If the disputants are members of different associations of REALTORS® or if their principal place of business
715 is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to
716 arbitrate in accordance with the procedures of the Florida Association of REALTORS®.
717
718
719

720 **Interboard Arbitration Procedures:** Arbitration shall be conducted in accordance with any existing
721 interboard agreement or, alternatively, in accordance with the interboard arbitration procedures in the Code
722 of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall
723 preclude participants from agreeing to arbitrate the dispute before a particular association of REALTORS®.
724
725

726 **Standards of Conduct for MLS Participants****

[Top](#)

728 **Standard 15.1**

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

731 **Section 15.2**

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

734 **Section 15.3**

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

738 **Section 15.4**

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

745
746 *Only adopt the following standards of conduct if the association's MLS is open to nonmember participants
747 (otherwise qualified individuals who do not hold REALTOR® membership anywhere). Any of the standards
748 of conduct, if adopted, may not be modified.

749
750 **Only adopt the following standards of conduct if the association's MLS is open to nonmember participants
751 (otherwise qualified individuals who do not hold REALTOR® membership anywhere). Any of the standards
752 of conduct, if adopted, may not be modified.

753
754 **Section 15.5**

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

761
762 **Section 15.6**

763 MLS participants shall not use information obtained from listing brokers through offers to cooperate made
764 through multiple listing services or through other offers of cooperation to refer listing brokers' clients to
765 other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is
766 authorized by listing brokers.

767
768 **Section 15.7**

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

771
772 **Section 15.8**

773 The fact that a prospect has retained an MLS participant as an exclusive representative or exclusive broker in
774 one or more past transactions does not preclude other MLS participants from seeking such prospect's future
775 business.

776
777 **Section 15.9**

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

781
782 **Section 15.10**

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

788
789 **Section 15.11**

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

794
795 **Section 15.12**

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

802
803 The following types of solicitations are prohibited:

804 Telephone or personal solicitations of property owners who have been identified by a real estate sign,
805 multiple listing compilation, or other information service as having exclusively listed their property with
806 another MLS participant; and mail or other forms of written solicitations of prospects whose properties are
807 exclusively listed with another MLS participant when such solicitations are not part of a general mailing but
808 are directed specifically to property owners identified through compilations of current listings, for sale or for
809 rent signs, or other sources of information intended to foster cooperation with MLS participants.

810
811 **Section 15.13**

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

815
816 **Section 15.14**

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

821

822 **Section 15.15**
823 On unlisted property, MLS participants acting as buyer/tenant representatives or brokers shall disclose that
824 relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation
825 of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.
826 MLS participants shall make any request for anticipated compensation from the seller/landlord at first
827 contact.

828
829 **Section 15.16**
830 MLS participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers,
831 shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written
832 confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease
833 agreement.

834
835 **Section 15.17**
836 MLS participants are not precluded from contacting the client of another broker for the purpose of offering to
837 provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of
838 service currently being provided (e.g., property management as opposed to brokerage) or from offering the
839 same type of service for property not subject to other brokers' exclusive agreements. However, information
840 received through a multiple listing service or any other offer of cooperation may not be used to target clients
841 of other MLS participants to whom such offers to provide services may be made.

842
843 **Section 15.18**
844 MLS participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of
845 an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or
846 buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease
847 contingent on the listing broker's agreement to modify the offer of compensation.

848
849 **Section 15.19**
850 All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive
851 agreement shall be carried on with the client's representative or broker, and not with the client, except with
852 the consent of the client's representative or broker or except where such dealings are initiated by the client.
853
854 Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects,
855 MLS participants shall ask prospects whether they are a party to any exclusive representation agreement.
856 MLS participants shall not knowingly provide substantive services concerning a prospective transaction to
857 prospects who are parties to exclusive representation agreements, except with the consent of the prospects'
858 exclusive representatives or at the direction of prospects.

859
860 **Section 15.20**
861 Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated,
862 shall not induce clients of their current firm to cancel exclusive contractual agreements between the client
863 and that firm. This does not preclude participants from establishing agreements with their associated
864 licensees governing assignability of exclusive agreements.

865
866 **Section 15.21**
867 These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not
868 prohibit disagreements with other MLS participants involving commission, fees, compensation, or other
869 forms of payment or expenses.

870

871 **Section 15.22**

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

874
875 **Standard 15.23**

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

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

880
881 **Standard 15.24**

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

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

891
892 **Standard 15.25**

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

899
900 **Standard 15.26**

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

906
907 MLS participants shall not undertake to provide specialized professional services concerning a type of
908 property or service that is outside their field of competence unless they engage the assistance of one who is
909 competent on such types of property or service, or unless the facts are fully disclosed to the client. Any
910 persons engaged to provide such assistance shall be so identified to the client and their contribution to the
911 assignment should be set forth. (Adopted 11/09)

912
913 **Orientation**

914
915 **Section 16 Orientation**

916 Any applicant for MLS Participation and any licensee affiliated with an MLS Participant shall complete an orientation
917 program of no more than eight (8) classroom hours or equivalent self-study training (remote training), devoted to the
918 MLS Rules, Regulations, and operations within four (4) months after access has been provided. Failure to satisfy this

[Top](#)

919 requirement shall be considered a violation of the CATRS MLS Rules for which MLS membership shall be suspended
920 until such time as the training is completed. (Amended 12/18)

921

922 **Internet Data Exchange (IDX)**

923

[Top](#)

924 **Section 17 IDX Defined**

925 IDX affords MLS participants ability to authorize limited electronic display and delivery of their listings by
926 other participants via the following authorized mediums under the participant’s control: websites,
927 mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such
928 listings.

929

930 **Section 17.1 Authorization**

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

938

939 **Section 17.2 Participation**

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

942

943 **Section 17.2.1**

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

946

947 **Section 17.2.2**

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

951

952 **Section 17.2.2**

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

955

956 **Section 17.2.3**

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

961

962 **Section 17.2.4**

963 Participants may select the listings they choose to display on their IDX sites based only on objective criteria
964 including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price,
965 type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative

966 compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or
967 the level of service being provided by the listing firm. Selection of listings displayed through IDX must be
968 independently made by each participant. (Amended 12/18)

969
970 **Section 17.2.5**

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

973
974 **Section 17.2.6**

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

978
979 **Section 17.2.7**

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

983
984 * Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200]
985 characters or less) are exempt from this requirement but only when linked directly to a display that includes
986 all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently
987 delivered electronically to the registered consumer performing the property search or linked to through the
988 devices application.

989
990 **Section 17.2.8**

991
992 Any IDX display controlled by a participant or subscriber that
993
994 a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such
995 comments or reviews in immediate conjunction with particular listings, or
996
997 b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in
998 immediate conjunction with the listing,

999
1000 either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the
1001 seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or
1002 both of these features disabled or discontinued on all displays controlled by participant. Except for the
1003 foregoing and subject to Section 17.2.9, a participant’s IDX display may communicate the participant’s
1004 professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers
1005 that a particular feature has been disabled at the request of the seller. (Amended 5/12)

1006
1007

1008 **Section 17.2.9**

1009

1010 Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the
1011 accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by
1012 the MLS and that relates to a specific property. Participants shall correct or remove any false data or
1013 information relating to a specific property upon receipt of a communication from the listing broker or listing
1014 agent for the property explaining why the data or information is false. However, participants shall not be
1015 obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or
1016 professional judgment. (Amended 5/12)

1017

1018 **Section 17.2.10**

1019 An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other
1020 brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such
1021 displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory
1022 rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a
1023 single property search of multiple IDX data feeds resulting in the display of IDX information from each of
1024 the MLSs on a single search results page; and that participants may display listings from each IDX feed on a
1025 single webpage or display.

1026

1027 **Section 17.2.12**

1028 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in
1029 a readily visible color and typeface not small than the median used in the display of listing data.

1030

1031 Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”. Etc., of two hundred (200)
1032 characters of less) are exempt from this requirement but only when linked directly to a display that includes
1033 all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently
1034 delivered electronically to the registered consumer performing the property search or linked to through the
1035 device’s application.

1036

1037 **Section 17.3 Display**

1038 Display of listing information pursuant to IDX is subject to the following rules:

1039

1040 **Section 17.3.1**

1041 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of
1042 all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS
1043 participants and users (e.g., cooperative compensation offers, showing instructions, property security
1044 information, etc.) may not be displayed.

1045

1046 **Section 17.3.1.1**

1047 The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

1048

1049 **Section 17.3.2**

1050 Participants shall not modify or manipulate information relating to other participants’ listings. (This is not a
1051 limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with
1052 additional data not otherwise prohibited from display so long as the source of the additional data is clearly

1053 identified. This requirement does not restrict the format of MLS data display or display of fewer than all of
1054 the available listings or fewer authorized data fields.
1055

1056 **Section 17.3.3**

1057 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in
1058 a readily visible color and typeface not smaller than the median used in the display of listing data. Displays
1059 of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or
1060 less are exempt from this requirement but only when linked directly to a display that includes all required
1061 disclosures. (Amended 5/12)
1062

1063 **Section 17.3.4**

1064 Non-principal brokers and sales licensees affiliated with IDX participants may display information available
1065 through IDX on their own websites subject to their participant’s consent and control and the requirements of
1066 state law and/or regulation.
1067

1068 **Section 17.3.5**

1069 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information
1070 is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any
1071 purpose other than to identify prospective properties consumers may be interested in purchasing, and that the
1072 data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require
1073 use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of
1074 minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or
1075 less are exempt from this requirement but only when linked directly to a display that includes all required
1076 disclosures. (Amended 5/12)
1077

1078 **Section 17.3.6**

1079 The right to display other participants’ listings pursuant to IDX shall be limited to a participant’s office(s)
1080 holding participatory rights in this MLS.
1081

1082 **Section 17.3.7**

1083 Display of expired, withdrawn, and pending listings is prohibited.
1084

1085 **Section 17.3.8**

1086 Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and email address(es) is prohibited.
1087

1088 **Section 17.3.9**

1089 Participants are required to employ appropriate security protection such as firewalls on their websites and
1090 displays, provided that any security measures required may not be greater than those employed by the MLS.
1091 (Amended 5/12)
1092

1093 **Section 17.3.10**

1094 Participants must maintain an audit trail of consumer activity on the their website and make that information
1095 available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the
1096 data or a violation of MLS rules related to use by consumers. (Amended 5/12)

1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144

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.

1145
1146 **Section 18.3**

- 1147 a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW,
1148 the participant must take each of the following steps.
- 1149 i. The participant must first establish with that consumer a lawful broker-consumer relationship (as
1150 defined by state law), including completion of all actions required by state law in connection with
1151 providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such
1152 actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other
1153 disclosure obligations, and execution of any required agreements.
 - 1154 ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant
1155 must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed
1156 to the terms of use (described in Subsection d., below). The participant must verify that the e-mail
1157 address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - 1158 iii. The participant must require each Registrant to have a user name and a password, the combination of
1159 which is different from those of all other Registrants on the VOW. The participant may, at his or her
1160 option, supply the user name and password or may allow the Registrant to establish its user name and
1161 password. The participant must also assure that any e-mail address is associated with only one user
1162 name and password.
- 1163
- 1164 b. The participant must assure that each Registrant’s password expires on a date certain, but may provide for
1165 renewal of the password. The participant must at all times maintain a record of the name, e-mail address,
1166 user name, and current password of each Registrant. The participant must keep such records for not less
1167 than one hundred eighty (180) days after the expiration of the validity of the Registrant’s password.
1168
- 1169 c. If the MLS has reason to believe that a participant’s VOW has caused or permitted a breach in the security
1170 of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS,
1171 provide the name, e-mail address, user name, and current password, of any Registrant suspected of
1172 involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an
1173 audit trail of activity by any such Registrant.
1174
- 1175 d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse
1176 click or otherwise) to a terms of use provision that provides at least the following:
- 1177 i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the
1178 participant
 - 1179 ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant’s
1180 personal, non-commercial use
 - 1181 iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being
1182 offered through the VOW
 - 1183 iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in
1184 connection with the Registrant’s consideration of the purchase or sale of an individual property
 - 1185 v. that the Registrant acknowledges the MLS’ ownership of and the validity of the MLS’ copyright in the
1186 MLS database
- 1187
- 1188 e. The terms of use agreement may not impose a financial obligation on the Registrant or create any
1189 representation agreement between the Registrant and the participant. Any agreement entered into at any
1190 time between the participant and Registrant imposing a financial obligation on the Registrant or creating
1191 representation of the Registrant by the participant must be established separately from the terms of use,
1192 must be prominently labeled as such, and may not be accepted solely by mouse click.
1193

1194 f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their
1195 duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS
1196 rules and monitoring display of participants' listings by the VOW. The agreement may also include such
1197 other provisions as may be agreed to between the participant and the Registrant.
1198

1199 **Section 18.4**

1200 A participant's VOW must prominently display an e-mail address, telephone number, or specific
1201 identification of another mode of communication (e.g., live chat) by which a consumer can contact the
1202 participant to ask questions or get more information about any property displayed on the VOW. The
1203 participant or a non-principal broker or sales licensee licensed with the participant must be willing and able
1204 to respond knowledgeably to inquiries from Registrants about properties within the market area served by
1205 that participant and displayed on the VOW.
1206

1207 **Section 18.5**

1208 A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping,
1209 and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate
1210 security protection such as firewalls as long as this requirement does not impose security obligations greater
1211 than those employed concurrently by the MLS.
1212

1213 **Note:** MLSs may adopt rules requiring Participants to employ specific security measures, provided that any
1214 security measure required does not impose obligations greater than those employed by the MLS.
1215

1216 **Section 18.6**

- 1217 a. A participant's VOW shall not display the listings or property addresses of any seller who has
1218 affirmatively directed the listing broker to withhold the seller's listing or property address from display on
1219 the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit
1220 display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who
1221 operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or
1222 otherwise, the listings of sellers who have determined not to have the listing for their property displayed on
1223 the Internet.
1224
- 1225 b. A participant who lists a property for a seller who has elected not to have the property listing or the
1226 property address displayed on the Internet shall cause the seller to execute a document that includes the
1227 following (or a substantially similar) provision.
1228

1229
1230 **Seller Opt-out Form**

- 1231
- 1232 1. Check one.
- 1233 a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the
1234 Internet.
- 1235 b. I have advised my broker or sales agent that I do not want the address of the listed property to be
1236 displayed
1237 on the Internet.
1238
- 1239 2. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for
1240 listings
1241 on the Internet will not see information about the listed property in response to their searches.

1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288

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.

1289 **Section 18.12**
1290 A participant’s VOW may exclude listings from display based only on objective criteria, including, but not
1291 limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing
1292 broker, and whether the listing broker is a REALTOR®.
1293

1294 **Section 18.13**
1295 A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its
1296 intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS
1297 participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable
1298 MLS rules or policies.
1299

1300 **Section 18.14**
1301 A participant may operate more than one VOW himself or herself or through an AVP. A participant who
1302 operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her
1303 behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and
1304 accountability of the participant.
1305

1306 **Section 18.15**
1307 A participant’s VOW may not make available for search by or display to Registrants any of the following
1308 information:
1309 a. expired, withdrawn, or pending (“under contract”) listings
1310 b. the compensation offered to other MLS participants
1311 c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
1312 d. the seller’s and occupant’s name(s), phone number(s), or e-mail address(es)
1313 e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or
1314 security of listed property
1315

1316 **Note:** If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 18.15f. must be
1317 omitted.
1318

1319 **Section 18.16**
1320 A participant shall not change the content of any MLS listing information that is displayed on a VOW from
1321 the content as it is provided in the MLS. The participant may, however, augment MLS listing information
1322 with additional information not otherwise prohibited by these rules or by other applicable MLS rules or
1323 policies, as long as the source of such other information is clearly identified. This rule does not restrict the
1324 format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the
1325 listings or fewer than all of the authorized information fields.
1326

1327 **Section 18.17**
1328 A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information
1329 displayed on the VOW is deemed reliable, but is not guaranteed accurate by the MLS. A participant’s VOW
1330 may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.
1331

1332 **Section 18.18**
1333 A participant shall require that Registrants’ passwords be reconfirmed or changed every 180 days.
1334

1335 **Note:** Participants may, at their option, require Registrants to reconfirm or change passwords more
1336 frequently.
1337

1338 **Section 18.19**

1339 A participant may display advertising and the identification of other entities (“co-branding”) on any VOW
1340 the participant operates or that is operated on his or her behalf. However, a participant may not display on
1341 any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding
1342 will be presumed not to be deceptive or misleading if the participant’s logo and contact information (or that
1343 of at least one participant, in the case of a VOW established and operated on behalf of more than one
1344 participant) is displayed in immediate conjunction with that of every other party, and the logo and contact
1345 information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that
1346 of any third party.
1347

1348 **Section 18.20**

1349 A participant shall cause any listing displayed on his or her VOW obtained from other sources, including
1350 from another MLS or from a broker not participating in the MLS, to identify the source of the listing.
1351 *(Adopted 1/21/09)*
1352

1353 **Section 18.21**

1354 A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more
1355 than 500 current listings and not more than 500 sold listings in response to any inquiry. *(Adopted 12/18)*
1356

1357 **Lockbox Key Entry Systems**

[Top](#)

1359 **Section 19.1 Definition:** A lock box is a container affixed to property containing a device to gain access to
1360 the property being marketed by a participant in the MLS. Participants in the MLS or their salespersons (and
1361 licensed or certified appraisers affiliated with the participants) are authorized under certain conditions to open
1362 these lock boxes under terms specified by the listing broker. Cooperating brokers and sales licensees, whether
1363 functioning as subagents of the listing broker or as agents of potential purchasers, must contact the listing
1364 broker to disclose their agency status and to arrange appointments to show listed property even if the property
1365 has a lock box affixed to it unless the listing broker has given specific permission (through information
1366 published in the MLS or otherwise) to show the property without first contacting the listing broker.
1367

1368
1369 **Section 19.2 Lock Box Security Requirements**

- 1370 1. Any key, programmer, or other device (hereinafter referred to as key) by which a lock box can be
1371 opened shall be nonduplicative. By nonduplicative it is not meant that the key is necessarily covered
1372 by a current patent but that it cannot be readily copied in the manner that other types of keys ordinarily
1373 are.
- 1374 2. Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems
1375 or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, information
1376 shall be obtained from the original manufacturer to determine whether the key’s pattern, code, or
1377 configuration is already in use by other associations, multiple listing services, or other users in the
1378 vicinity. Surrounding associations and multiple listing services shall also be contacted to determine
1379 whether the key’s pattern, code, or configuration is currently in use.
- 1380 3. The lock box system is an activity of Capital Area Technology & REALTOR® Services, Inc. and as
1381 such, every MLS participant and every non-principal broker, sales licensee and licensed or certified
1382 appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be
1383 eligible to hold a key subject to their execution of a lease agreement with the lockbox vendor.
- 1384 4. The MLS charges keyholders with the obligation of immediately reporting lost, stolen, or otherwise
1385 unaccountable for keys to the association. Upon receipt of notice, the MLS shall take any steps
1386 deemed necessary to resecure the system.

1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420

Section 19.3 Refusing Service

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

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

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

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

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

Section 19.4 Lockbox Use

Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose.

It is against MLS Rules to lend a key to someone or to borrow anyone's key. There is no circumstance that this is allowed. The lender and the borrower are each subject to an automatic \$500 FINE for each instance of this violation.

If you lose your key or cannot get it to work, you can ask another keyholder to go with you to the showing or call one of the designated members who has in their possession, a LOANER KEY. A list of the current members in possession of a loaner key is available from the CATRS office. (Adopted 10/6/2009)