

Amended: 11/05/18

Revised: 01/10/19

Exhibit 1 Effective: 01/01/19

Exhibit 1 Revised: 01/24/18



# Rules & Regulations

## Multiple Listing Service

**CENTRE COUNTY ASSOCIATION OF REALTORS<sup>®</sup>, INC.**

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**Multiple Listing Service  
RULES and REGULATIONS**

**Table of Contents**

	<b>Page</b>
<a href="#"><u>Preface</u></a> .....	<b>6</b>
<b>LISTING PROCEDURES</b> .....	<b>7</b>
<a href="#"><u>Section 1.0</u></a> Listings Procedures .....	7
<a href="#"><u>Section 1.1</u></a> Types of Properties .....	8
<a href="#"><u>Section 1.1.1</u></a> Listings Subject to Rules .....	8
<a href="#"><u>Section 1.2</u></a> Detail on Listings Filed .....	8
<a href="#"><u>Section 1.2.1</u></a> Limited Service Listings .....	8
<a href="#"><u>Section 1.3</u></a> Exempted Listings .....	9
<a href="#"><u>Section 1.4</u></a> Change of Status .....	9
<a href="#"><u>Section 1.4.1</u></a> Status Change for New MLS Number .....	9
<a href="#"><u>Section 1.5</u></a> Withdrawal of Listings .....	9
<a href="#"><u>Section 1.6</u></a> Contingencies Applicable .....	9
<a href="#"><u>Section 1.7</u></a> Listing Price Specified .....	9
<a href="#"><u>Section 1.8</u></a> Listing Multiple Units .....	10
<a href="#"><u>Section 1.9</u></a> Commission Rates or Fees .....	10
<a href="#"><u>Section 1.10</u></a> Expiration, Extensions, Renewals .....	10
<a href="#"><u>Section 1.11</u></a> Termination Date on Listings .....	10
<a href="#"><u>Section 1.12</u></a> Jurisdiction .....	10
<a href="#"><u>Section 1.13</u></a> Suspended Participants .....	10
<a href="#"><u>Section 1.14</u></a> Expelled Participants .....	10
<a href="#"><u>Section 1.15</u></a> Resigned Participants .....	10
<b>SELLING PROCEDURES</b> .....	<b>11</b>
<a href="#"><u>Section 2.0</u></a> Showings & Negotiations .....	11
<a href="#"><u>Section 2.1</u></a> Presentation of Offers .....	11
<a href="#"><u>Section 2.2</u></a> Submission of Written Offers .....	11
<a href="#"><u>Section 2.3</u></a> Cooperating Broker/Presentation .....	11
<a href="#"><u>Section 2.4</u></a> Listing Broker/Counters .....	11
<a href="#"><u>Section 2.5</u></a> Report Sales to Service .....	11
<a href="#"><u>Section 2.6</u></a> Resolutions of Contingencies .....	12
<a href="#"><u>Section 2.7</u></a> Advertising of Listing Filed .....	12
<a href="#"><u>Section 2.8</u></a> Cancellation of Pending .....	12
<b>REFUSAL to SELL</b> .....	<b>12</b>
<a href="#"><u>Section 3.0</u></a> Refusal to Sell .....	12
<b>PROHIBITIONS</b> .....	<b>12</b>
<a href="#"><u>Section 4.0</u></a> Information for Participants Only .....	12
<a href="#"><u>Section 4.1</u></a> "For Sale" Signs .....	12
<a href="#"><u>Section 4.2</u></a> "Sold" Signs .....	12
<a href="#"><u>Section 4.3</u></a> Solicitation of Listing Filed .....	13
<a href="#"><u>Section 4.4</u></a> MLS Books (Deleted) .....	13
<a href="#"><u>Section 4.5</u></a> MLS Lock Box Keys .....	13
<a href="#"><u>Rules &amp; Regulations Relating to Use of the Service</u></a> .....	14



**Multiple Listing Service  
RULES and REGULATIONS**

**Table of Contents**

<b>STANDARDS OF CONDUCT FOR MLS PARTICIPANTS</b> .....	<b>22</b>
Section 16    Adopted 01-24-2018 .....	22
<b>ORIENTATION</b> .....	<b>22</b>
<u>Section 17.0</u> Orientation .....	22
<b>INTERNET DATA EXCHANGE</b> .....	<b>23</b>
<u>Section 18.0</u> IDX Defined .....	23
<u>Section 18.1</u> Authorization .....	23
<u>Section 18.2</u> Participation .....	23
<u>Section 18.2.1</u> .....	23
<u>Section 18.2.2</u> .....	23
<u>Section 18.2.3</u> .....	23
<u>Section 18.2.4</u> .....	23
<u>Section 18.2.5</u> .....	23
<u>Section 18.2.6</u> .....	23
<u>Section 18.2.7</u> .....	24
<u>Section 18.2.8</u> .....	24
<u>Section 18.2.9</u> .....	24
<u>Section 18.2.10</u> .....	24
<u>Section 18.2.11</u> .....	24
<u>Section 18.2.12</u> .....	24
<u>Section 18.3</u> Display .....	24
<u>Section 18.3.1</u> .....	24
<u>Section 18.3.1.1</u> .....	24
Section 18.3.2 (Deleted) .....	24
<u>Section 18.3.4</u> .....	25
<u>Section 18.3.5</u> .....	25
Section 18.3.6 (Deleted) .....	25
Section 18.3.7 (Not Adopted) .....	25
<u>Section 18.3.8</u> .....	25
Section 18.3.9 (Deleted) .....	25
<u>Section 18.3.10</u> .....	25
Section 18.3.11 (Not Adopted) .....	25
<u>Section 18.3.12</u> .....	25
<u>Section 18.3.13</u> .....	25
<u>Section 18.3.14</u> .....	25
Section 18.3.15 (Not Adopted) .....	25
<u>Section 18.3.16</u> .....	25
<u>Section 18.4</u> Service Fees and Charges .....	25
<b>VIRTUAL OFFICE WEBSITE (VOW)</b> .....	<b>25</b>
<u>Section 19.1</u> VOW Defined .....	25
<u>Section 19.2</u> .....	26
<u>Section 19.3</u> .....	26
<u>Section 19.4</u> .....	27
<u>Section 19.5</u> .....	27
<u>Section 19.6</u> .....	27
<u>Section 19.7</u> .....	28

<a href="#"><u>Section 19.8</u></a>	28
<a href="#"><u>Section 19.9</u></a>	28
<a href="#"><u>Section 19.10</u></a>	28
<a href="#"><u>Section 19.11</u></a>	28
<a href="#"><u>Section 19.12</u></a>	28
<a href="#"><u>Section 19.13</u></a>	28
<a href="#"><u>Section 19.14</u></a>	29
<a href="#"><u>Section 19.15</u></a>	29
<a href="#"><u>Section 19.16</u></a>	29
<a href="#"><u>Section 19.17</u></a>	29
<a href="#"><u>Section 19.18</u></a>	29
<b>Section 19.19</b> (Not Adopted)	29
<b>Section 19.20</b> (Not Adopted)	29
<a href="#"><u>Section 19.21</u></a>	29
<a href="#"><u>Section 19.22</u></a>	30
<a href="#"><u>Exhibit 1</u></a> MLS Fees and Charges	<b>31</b>
<a href="#"><u>Exhibit 2</u></a> CCAR Bylaws, Article XVIII - Multiple Listing Service Operated as a Committee of the Association	<b>32</b>
<a href="#"><u>Exhibit 3</u></a> MLS Complaint Flow Chart	<b>34</b>
<a href="#"><u>Exhibit 4</u></a> MLS Mandatory Fields	<b>35</b>
<a href="#"><u>Exhibit 5</u></a> Pathways to Professionalism	<b>36</b>

Adoption is necessary to ensure compliance with mandatory policies established by the National Association of REALTORS® Board of Directors and coverage under the National Association’s master professional liability insurance policy.

Reference: NAR’s Handbook on Multiple Listing Policy, Part 3: Model Governance Provisions: C. Model Rules and Regulations for an MLS Operated as a Committee of an Association of REALTORS®

# **PREFACE**

## **HISTORY and BACKGROUND of MULTIPLE LISTING**

### **HISTORY:**

Multiple listing, in one form or another, dates back into the nineteenth century. The first Board of REALTORS was established as "Real Estate Exchanges." On certain appointed days, the Members of a Board of REALTORS gathered at the Board offices and "exchanged" information about their listings. They, in effect, carried on an auction as they frequently came prepared to purchase certain property desired by their principals, but listed by another Broker. This practice was common in the 1880's and 1890's. Shortly after the end of the nineteenth century, the term "multiple listing" was in use. It is mentioned as an activity of Boards of REALTORS as early as 1907.

In the 1920's, multiple listing had become widely accepted. The expansion of this function continued through succeeding years and spread throughout the country with the result that today hundreds of local Boards of REALTORS provide Multiple Listing Services, in one form or another, to their Members.

### **DEFINITION:**

A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease).

(Amended 09/21/06)

### **PURPOSE:**

Through the facility of multiple listing, information concerning individual listings can be made known to all REALTORS who participate in the activity. In Boards of REALTORS with few Members, the actual operation can be very simple. Each REALTOR can duplicate enough copies of the information concerning his listing to distribute to all other Participants. However, when many REALTORS are involved, the distribution of information becomes more burdensome and may require reasonable rules of procedure and efficient central office management to expedite the service. Regardless of the method, however, the basis of the multiple listing activity is the creation of a facility whereby REALTORS may most effectively invite other brokers to enter into cooperative agreements with them for the sale of their listings and provide information necessary to permit such cooperation; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisal and other valuations of real property; and by which Participants engaging in real estate appraisal contribute to common databases.

# RULES and REGULATIONS

## Centre County Association of REALTORS® MULTIPLE LISTING SERVICE

### LISTING PROCEDURES

**Section 1.0 Listing Procedures:** Listings of real or personal property of the following types, (including "Office Exclusives"), which are listed subject to a real estate broker's license, and are located in Centre County, and are taken by Participants on an "Exclusive Listing for Sale" form accepted by the Service shall be delivered\* to the Multiple Listing Service within two (2) business days after all necessary signatures of seller(s) have been obtained, or upon contract start date as noted on listing contract: (06/22/15) (Amended 08/17/16)

*\*Note: The term "delivered", whenever used in the Rules & Regulations, means to enter the information into the MLS computer system.*

- (a) Existing family homes for sale or exchange.
- (b) Existing two-family residential buildings for sale or exchange.
- (c) New construction, when under roof, partitions set and dry wall, or sooner if desired.
- (d) Condominiums and Townhouses.
- (e) Vacant lots and acreage for sale or exchange.

*\*Note:*

1. *Only listings from the above types of listings entered after the two (2) business day deadline will be subject to a Violation of MLS Rules & Regs process (see Exhibit 1). (01/24/18)*
2. *The 2 business day rule of submission does not apply for listings that are out of our MLS jurisdiction. However, once they have been delivered as part of the MLS data all rules and time restrictions apply and will be subject a Violation of MLS Rules & Regs process. (01/24/18)*
3. *Brokers or sales persons, other than the principal officer of the real estate firm, are not considered "Participants" in the Service, but may be referred to as "Subscribers". Subscribers have access to and use of the Service through the principal(s) with whom they are affiliated.*

The Multiple Listing Service does not require a Participant to use a listing form other than the form the Participant individually chooses to utilize, provided the listing is of a type accepted by the Service. However, the MLS, through its legal counsel: (1) May reserve the right to refuse to accept a listing which fails to adequately protect the interest of the public and the Participants; (2) Assure that no listing submitted to the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (Buyer or Seller).

The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement, which make it possible for the listing broker to offer compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents or transaction licensees.

The listing agreement must include the Seller's written authorization to submit the agreement to the Multiple Listing Service.

The different types of listing agreements include Exclusive Right to Sell; Exclusive Agency; Open and Net. (The Service may not accept net listings because they are deemed unethical and, in most states, illegal.)

*Open listings* are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other Brokers and inherently provides a disincentive for cooperation.

The *exclusive right to sell listing* is the conventional form of listing submitted to the Multiple Listing Service in that the seller authorizes the listing Broker to cooperate with and to compensate other Brokers.

The *exclusive agency listing* also authorizes the listing Broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the Seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations. The Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that the Multiple Listing Service must accept every type of listing. The Multiple Listing Service shall decline to accept open listings and net listings and it may limit its service to listings of certain kinds of property. But,

if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Multiple Listing Service. (NAR Section 1)

**Section 1.1 Types of Properties:** The following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be submitted to the Service and other types that may be submitted to the Service at the Participant's option; provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate Broker:

1. Subdivided Vacant Lots
2. Farm and Land
3. Business
4. Motel, Hotel
5. Mobile Home [If accompanied by the assignment of the lease or sale of the land on which the mobile home is situated.]
6. Mobile Home Parks
7. Commercial & Industrial
8. Apartment Complex
9. New Construction [Prior to condition in Section 1.0(c)]

**Section 1.1.1 Listings Subject to Rules and Regulations of the Services:** Any listing taken on a contract to be submitted to the Multiple Listing Service is subject to the Rules and Regulations of the Service upon signature of the Seller(s) and the listing agent or the Broker.

**Section 1.2 Detail on Listings Filed with the Service:** A listing agreement shall be completed in every detail which is ascertainable as specified on the property data form. Any new listing or comp sale shall include a photograph or rendering of the subject property. (Amended 10/09)

Multiple Listing Services may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations. (Adopted 5/10)

Multiple Listing Services may, as a matter of local discretion, require submission of all legally-required seller disclosure information except where sellers expressly direct that such disclosure documents not be disseminated through MLS. (Adopted 5/10)

**Public remarks sections and all photos** cannot contain the listing agent's personal or company website or phone numbers or any self/company promotion. Any links have to be to property specific websites but not to company or agent promotional sites. Example is a link to [www.123mainst.com](http://www.123mainst.com) for a property is acceptable. A link to [www.janedoe.com](http://www.janedoe.com) or [www.yousellrealty.com](http://www.yousellrealty.com) is not acceptable. A link that goes to an agent or company website first to connect to the property information is also not allowed. (Adopted 10/09) (Revised 09/23/14)

**Split Level and Split Entry Report of Square Feet:** Below Grade finished square feet is to be reported separate from Above Grade finished. Space is considered below grade if one (1) block of the foundation is under ground. Upon notification of inaccurate reporting, participants are required to make the necessary changes to correct. If not corrected within two (2) business days from notification, it will be considered in violation of the CCAR Rules and Regulations. Violation of MLS Rules & Regulations procedures will be implemented (see Exhibit 1). Further, if not corrected within an additional two (2) business days, the listing will be removed from the MLS system until the MLS receives the corrected information to reactivate. (Adopted 09/15/11)(Amended 01/24/18)

**Inaccurate Information on Listing:** Upon notification of inaccurate reporting, participants are required to make the necessary changes to correct. If not corrected within two (2) business days from notification, the listing will be removed from the MLS system until the MLS receives the corrected information to reactivate. (Adopted 09/05/13)

**Section 1.2.1 Limited Service Listings:** Listing agreements under which the listing broker will not provide one, or more, of the following services:

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- (c) advise the seller(s) as to the merits of offers to purchase;
- (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol "LS" in MLS compilations so potential cooperating brokers will be



aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

**Section 1.3 Exempted Listings:** If the Seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing as an "Office Exclusive", and such listing shall be filed with the Service within two (2) business days but not disseminated to the Participants. Filing of the listing must be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service. (Revised 07/19/17)

*Note: When filing an "Office Exclusive", the Service requires the listing be submitted on an Association provided Office Exclusive Opt Out Form that must be signed by the Seller. (Revised 07/19/17)*

**Section 1.4 Change of Status of Listing:** Any change in listed price, or other change in the original listing agreement shall be made only when authorized in writing by the Seller and shall be submitted to the Service within two (2) business days after the authorized change is received by the listing Broker. Failure to comply with this procedure will result in a Violation of MLS Rules & Regulations process. (Revised 01/24/18)

**Section 1.4.1 Status Change for new MLS Number:** All status changes are subject to the report date (date entered) of such changes. No listing will be allowed to have a new MLS number unless it has been:

- (1) Withdrawn for a period of 30 days, or,
- (2) Expired for a period of 30 days from such report date, or,
- (3) Re-listed under a different listing office broker number, or,
- (4) Re-listed by a different agent in the same office who is not a member of the former agent's team and provided the office broker and/or manager signs a statement to this effect.

Failure to comply with this procedure will result in a Violation of MLS Rules & Regulations process. In addition to the fines levied for the violation, the listing will revert to the previous number as soon as the multiple listing service has been made aware of and confirmed the violation. (Adopted 06/21/07) (Revised 01/24/18)

**Section 1.5 Withdrawal of Listing Prior to Expiration:** Listings of property may be withdrawn from the Multiple Listing Service by the listing Broker before the expiration date of the listing agreement provided withdrawal request is signed by the Seller and the listing Broker.

*Note: If a listing is temporarily taken off the market; and not reactivated by its expiration date; the listing will expire.*

Sellers do not have the unilateral right to require the MLS to withdraw a listing without the listing Broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing Broker has been terminated, the MLS may remove the listing at the request of the seller. (NAR Section 1.5)

**Section 1.6 Contingencies Applicable to Listings:** Any contingency or unusual terms in a listing agreement shall be specified and Participants notified.

**Section 1.7 Listing Price Specified:** The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

Listings of properties that are being sold at auction may be submitted to the CCAR MLS. If an auction website is used, the listing broker must include the following in Agent Remarks, if applicable:

1. All offers are submitted through auction sites.
2. The buyer's agent should be entered into the buyer's agent information on the auction site. (Adopted 11/18/15)

*Note 1: Any additional information or instructions should be added to the Agent Remarks or attached to the listing. (Adopted 11/18/15)*

*Note 2: The listing broker is not relieved of their obligation to compensate any cooperating Participant who is the procuring cause of the sale or lease. Procuring cause shall be determined through the association's arbitration services, if necessary, as specified in Section 5.0 Cooperative Compensation Specified on Each Listing of these Rules and Regulations. (Adopted 11/18/15)*

**Section 1.8 Listing Multiple Unit Properties:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing and submitted to the MLS. When part of a listed property has been sold, proper notification should be given to the MLS.

*Note: When the primary lot or unit is sold and others are still available; the listing Broker must close the listing and submit a new listing which names an unsold unit or lot as the primary. When a secondary unit/lot is sold, the listing Broker must submit comparable (comp) information.*

**Section 1.9 No Control of Commission Rates or Fees Charged by Participants:** The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

**Section 1.10 Expiration of Listings:** Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. If notice of renewal or extension is received after the listing has been removed from the compilation of current listings for 30 days or more, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. (Adopted 06/21/07)

**Section 1.11 Termination Date on Listings:** Listings submitted to the Service shall bear a definite and final termination date as negotiated between the listing Broker and the Seller.

**Section 1.12 Service Area:** Only listings of the designated types of property located within Centre County are required to be submitted to the Service. Listings of property located outside of Centre County will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. (Amended 11/17)

*Note: The 2 business day rule of submission does not apply for listings that are outside of Centre County. However, once they have been delivered as part of the MLS data all rules and time restrictions apply and will be subject to a Violation of MLS Rules & Regulations process. (06/22/15) (Revised 01/24/18)*

**Section 1.13 Listings of Suspended Participants:** When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty, (i.e., violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other Membership Obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association or MLS (or both) for failure to pay appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his clients.

**Section 1.14 Listings of Expelled Participants:** When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty, (i.e., violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other Membership Obligations, except failure to pay appropriate dues, fees, or charges), all listings currently filed with the Service shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the Service beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association or the Multiple Listing Service, (or both), for failure to pay appropriate dues, fees or charges, the Service is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the Multiple Listing Service, the expelled Participant must be advised in writing of the intended removal so that the expelled Participant may advise his clients.

**Section 1.15 Listings of Resigned Participants:** When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the Multiple Listing Service, the resigned Participant must be advised in writing of the intended removal, so the resigned Participant may advise his clients. (NAR Section 1.15)

## **SELLING PROCEDURES**

**Section 2.0 Showings and Negotiations:** Appointments for showings and negotiations with the Seller for the purchase of listed property submitted to the Multiple Listing Service shall be conducted through the listing Broker except under the following circumstances:

- (a) the listing Broker gives the cooperating Broker specific authority to show and/or negotiate directly, or
- (b) after reasonable effort, the cooperating Broker cannot contact the listing Broker or his representative. However, the listing Broker, at his option, may preclude such direct negotiations by cooperating Brokers.
- (c) No member of the public, client, inspector or worker may be left at a property listed in the MLS unattended without the express written authorization by the Seller.

**Section 2.1 Presentation of Offers:** The listing Broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

**Section 2.2 Submission of Written Offers and Counter-offers:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. (Amended 11/05)

**Section 2.3 Right of Cooperating Broker in Presentation of Offer:** The cooperating Broker (sub-agent, buyer agent or transaction licensee) or his representative has the right to participate in the presentation to the Seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the Seller or lessor and the listing Broker. However, if the Seller or lessor gives written instructions to the listing Broker that the cooperating Broker not be present when an offer the cooperating Broker secured is presented, the cooperating Broker has the right to a copy of the Seller's or lessor's written instructions. None of the foregoing diminishes the listing Broker's right to control the establishment of appointments for such presentations.

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Amended 11/18)

**Section 2.4 Right of Listing Broker in Presentation of Counter-Offer:** The listing Broker or his representative has the right to participate in the presentation of any counter-offer made by the Seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating Broker is a sub-agent). However, if the purchaser or lessee gives written instructions to the cooperating Broker that the listing Broker not be present when a counter-offer is presented, the listing Broker has the right to a copy of the purchaser's or lessee's written instructions.

**Section 2.5 Reporting Sales to the Service:** Status changes shall be reported to the Multiple Listing Service by the listing broker within two (2) business days (48 hours) after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating Broker shall report accepted offers to the listing Broker within two (2) business days (48 hours) after occurrence and the listing broker shall report them to the MLS within two (2) business days (48 hours) after receiving notice from the cooperating broker. Closed sales, including sale prices, shall be reported to MLS within five (5) business days. (Amended 09/11) (Amended 11/11)

The broker who is representing the client decides which agent in their company is noted in the MLS as representing their side of the transaction. (Adopted 05/17)

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

*Note: In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.*

*In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:*

- 1. categorizes sale price information as confidential and*
- 2. limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.*

*The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/11)*

*Note: As established in the Virtual Office Website ("VOW") policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records.) (Adopted 11/11)*

**Section 2.6 Reporting Resolutions of Contingencies:** The listing Broker shall submit to the Multiple Listing Service, within two (2) business days, that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled.

**Section 2.7 Advertising of Listing Filed with the Service:** A listing shall not be advertised by any Participant, other than the listing Broker, without the prior consent of the listing Broker.

**Section 2.8 Reporting Cancellation of Pending Sale:** The listing Broker shall submit, immediately, the cancellation of any pending sale to the Multiple Listing Service immediately by placing the property *Back on the Market* or *Withdrawing* the listing, as authorized by the Seller(s).

## **REFUSAL TO SELL**

**Section 3.0 Refusal to Sell:** If the Seller of any listed property submitted to the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

## **PROHIBITIONS**

**Section 4.0 Information for Participants Only:** Any listing submitted to 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 4.1 "For Sale" Signs:** Only the "For Sale" signs of the listing Broker may be placed on the property.

**Section 4.2 "Sold" Signs:** Prior to closing<sup>1</sup>, 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.

*Note:*

- 1. By checking the appropriate boxes on the Listing for Sale Agreement the Seller gives permission for the placement of a Sale and Sold sign.*
- 2. All signs must be placed on the Seller's property. Some municipalities prohibit the placement of signs between the curb and sidewalk.*
- 3. All signs are subject to municipality regulations.*

**Section 4.3 Solicitation of Listing Filed with the Service:** Participants shall not solicit a listing on property submitted to the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

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 numerous telephone solicitations, communications, and visits from REALTORS® who desire to substitute themselves for the present Broker when the listing expires.

This Section is also intended to encourage Brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the Seller to breach the listing agreement or to interfere with their attempts to market the property. Without the protection afforded by this Section, listing Brokers would be reluctant to disclose the identity of the Seller or the availability of the property to other Brokers.

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

#### **Section 4.4 MLS Books: Deleted**

**Section 4.5 MLS Keys:** MLS lock box keys are for the exclusive use of a Participant and Subscribers (including licensed or certified appraisers) affiliated with the Participant of the Multiple Listing Service, and other Association designees as recommended by the MLS Committee and approved by the Board of Directors. All keys shall be returned to the Multiple Listing Service within two (2) business days after a Participant and Subscribers (including licensed or certified appraisers) terminates his/her affiliation with the MLS Service. (Additional information: Policy 3-1)

Any physical or electronic key, programmer or other device (hereinafter referred to as "key") by which a lock box can be opened must be non-duplicative. Being "non-duplicative" means it cannot be readily copied in the manner that other types of keys ordinarily are. (Amended 05/17)

A mobile device (such as, a smart phone, tablet, fob, etc.) can transmit a key to access a lockbox using standard protocols, including, Bluetooth, ZigBee, infrared technology, and others. The applications and software used by mobile devices must contain security controls to allow only authorized users access to the lockbox. (Adopted 5/17)

As a matter of local discretion, the listing broker or agent can issue temporary codes/access to the lockbox and property on terms and conditions agreed to in advance by the seller. Temporary codes/access must expire within seventy-two (72) hours after being issued or must be under the control of the listing broker or agent. Temporary codes must be a minimum field size of five (5) characters. (XX,XXX) (Adopted 05/17)

Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, associations and MLSs must obtain sufficient information from the original manufacturer and surrounding associations and MLSs in order to determine whether the key's pattern, code or configuration is already in use. (Amended 05/17).

Electronic lockboxes and electronic keys running on mobile devices must incorporate security protocols to prevent the following types of cyber-attacks:

- where an unauthorized user can override or escalate their security credentials
- where the communication session between the electronic lockbox and key are recorded and played back later to gain unauthorized access
- forging of electronic credentials that could allow an unauthorized user the ability to masquerade as an authorized user
- digitally signed updates to electronic keys running on mobile devices or electronic lockbox firmware plus a secured update process to prevent unauthorized software from being introduced into the lockbox system
- transmission(s) of frequencies to deceive the lockbox electronics into opening (Adopted 05/17)

The lock box system is an activity of the Association-owned and operated MLS, every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with a MLS Participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS.

As a matter of local discretion, associations and MLSs can determine that key lease agreements executed by non-principal brokers, sales licensees, unlicensed personal assistants, administrative and clerical staff, and licensed certified, or those seeking to be licensed or certified as appraisers, must also be cosigned by the designated REALTOR® or the office's broker of record. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the Association or MLS that relate to the operation of the lock box system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the key holder except as provided elsewhere in this statement of policy. Failure to comply may result in a fine to the leaseholder of double the current cost of the lease. (Amended 11/17/10)(Amended 05/17)

Associations and MLSs may, at their discretion, lease keys to affiliate members of associations who are

actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the keyholder and by a principal, partner, or corporate officer of the keyholder's firm. (Amended 05/17) (Additional information: Policy 3-6)

Individuals may be required to pay lockbox costs as part of association dues or as part of MLS participation fees pursuant to MLS Policy Statement 7.57, Categorization of MLS Services, Information, and Products and pursuant to NAR Bylaws Official Interpretation #32. No one shall be required to lease a key from the association except on a voluntary basis. (Adopted 5/17)

Associations and MLSs 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 who has been convicted of a crime within the past seven (7) years under the following circumstances: (Amended 5/17)

A. The association or MLS determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and (Amended 5/17)

B. The association or MLS gives the individual an opportunity to provide and the association or MLS must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:

- the individual's age at the time of the conviction(s);
- nature and seriousness of the crime;
- extent and nature of past criminal activity;
- time elapsed since criminal activity was engaged in;
- rehabilitative efforts undertaken by the applicant since the conviction(s);
- facts and circumstances surrounding the conviction(s); and
- evidence of current fitness to practice real estate. (Amended 5/17)

Associations and MLSs should be sure to evaluate individuals uniformly, and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history. (Amended 5/17)

Associations or MLSs may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to a final determination on any such charge if, in the determination of the association or MLS, the charge relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk. (Amended 5/17)

Association or MLSs shall maintain current records as to all keys issued and in inventory, including registered users accessing lockboxes through applications and software used by mobile devices. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or alternatively, by receipt of a statement signed by the key holder and the designated REALTOR®, broker of record attesting that the key is currently in possession of the key holder.

If, at the time of inventory, a key is unaccounted for, or if a keyholder refuses or is unable to demonstrate that the key is within their physical control, then the key will be considered unaccounted for and any funds on deposit will be forfeited to the association.

Deposits for electronic programmers or electronic keycards which are leased but which can be deactivated within thirty (30) days may be required as a matter of local determination. (Adopted 11/95)

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 any other written document. Inclusion in MLS compilations cannot be required as a condition of placing lock-boxes on listed property. (Amended 05/17)

Reporting missing keys. Associations or MLSs must charge keyholders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the association or MLS. Upon receipt of notice, the association or MLS must take any steps deemed necessary to resecure the system. (Amended 05/17)

Rules and procedures governing lockbox systems. Associations and MLSs must adopt written, reasonable, and appropriate rules and procedures for administration of lock-box systems which may include appropriate fines, not to exceed \$15,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the association or MLS and set forth in the rules and procedures. All keyholders, whether or not they are association members or MLS participants, shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lock-box system. (Amended ~~11/13~~ 05/17)

Key lease agreements may contain a liquidated damages provision to offset some or all of the costs in reestablishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the keyholder. (Amended 11/97)

Issuing electronic programmers or keypads on temporary basis. In the event electronic lock-box programmers or keypads are sold or leased, a designated REALTOR® principal or an office's broker of record may purchase or lease additional programmers or keypads to be issued on a temporary basis to other keyholders in the same office in the event their programmer or keypad becomes non-functional outside normal business hours or under circumstances where a replacement programmer or keypad is not reasonably available from the issuing association or MLS. When a programmer or keypad is issued on a temporary basis, it shall be the responsibility of the REALTOR® principal or the broker of

record to advise the association or MLS in writing that the programmer or keypad has been issued, to whom, and the date and time of issuance within forty-eight (48) hours. It shall also be the responsibility of the Realtor® principal or the broker of record to advise the association or MLS in writing within two (2) business days after possession of the previously issued programmer or keypad has been reassumed. (Adopted 05/17) M

Requiring “approved” lockbox systems. As a matter of local discretion, associations and MLSs may require placement of an “approved” lock-box on listed properties if any device giving access to real estate professionals or service providers is authorized by the seller and occupant and is placed on the property. The purpose of this requirement, if adopted by an association or MLS, is to ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a lock-box or other access device be “approved” does not limit the devices that satisfy the requirement to lockboxes leased or sold by an association or MLS. The association or MLS may require that the devices be submitted in advance for approval, and the access device may be any lock-box or other access device that provides reasonable, timely access to listed property. The association or MLS also may revoke the approval or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement.

(Adopted 05/17) M

(NAR’s Handbook on Multiple Listing Policy, Part Two: H. Lock Box/Key Repositories)

## **RULES AND REGULATIONS RELATING TO USE OF THE SERVICE**

1. **Possession of Key.** Each KEYHOLDER may possess only one Key at a time. If a Key is lost or requires replacement for any reason, the replacement cost for the Key shall be the replacement price set forth in the Lease.
2. **Current Update Code.** The Key has an update code that expires periodically to prohibit further use of the Key until a new current update code is obtained from the ADMINISTRATOR (as defined in the Administration Agreement) and entered into the Key. Update codes shall be issued only to KEYHOLDERS in good standing with CCAR. A KEYHOLDER is in good standing if he or she is in full compliance with all obligations related to the Service, including, without limitation, the terms of these Rules and Regulations.
3. **Security of Equipment.** It is necessary to maintain the security of each Key and the Personal Identification Number ("PIN") of each Key to prevent the use of the Key by unauthorized persons. Each party in possession of a Key, whether such Key is being actively used or not, shall abide by the following conditions:
  - a. to keep the Key in such party's possession or in a safe place at all times;
  - b. not to allow the PIN for the Key to be attached to the Key for any purpose whatsoever or to be disclosed to any third party;
  - c. not to lend or otherwise transfer the Key to any other person or entity, or permit any other person or entity to use the Key for any purpose whatsoever, whether or not such other person or entity is a real estate broker or salesperson;
  - d. not to duplicate the Key or allow any other person to do so;
  - e. not to assign, transfer or pledge the Key;
  - f. not to destroy, alter, modify, disassemble or tamper with the Key or knowingly or unknowingly allow anyone else to do so;
  - g. to notify CCAR immediately in writing, and in any event within 48 hours, of a loss or theft of the Key or any KeyBoxes, and of all circumstances surrounding such loss or theft;
  - h. to complete and deliver to CCAR a stolen Key affidavit prior to and as a condition of the issuance of a replacement Key;
  - i. to follow all additional security procedures as specified by CCAR; and
  - j. to safeguard the code for each KeyBox from all other individuals and entities, whether or not they are authorized users of the Service.
4. **Authorization.** Before a KeyBox is installed or used on any piece of real property, the prior written authorization to install or use a KeyBox must be obtained from the property owner, as well as from any tenant(s) in possession of the property, if applicable. Extreme care shall be used to ensure that all doors to the listed property and the KeyBox are locked. All owners and/or tenant(s) of real property shall be informed that the KeyBox is not designed or intended as a security device.
5. **Statement of Administrative Procedures and Operating Standards.** EACH KEYHOLDER AND CCAR ACKNOWLEDGES THAT THE USE OF THE SERVICE IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF AN ADMINISTRATION AGREEMENT WITH SUPRA AND THAT FAILURE OF SUPRA OR THE ADMINISTRATOR TO PERFORM ANY OF THEIR RESPECTIVE OBLIGATIONS UNDER THE ADMINISTRATION AGREEMENT MAY DETRIMENTALLY AFFECT SUCH PARTY'S USE OF THE SERVICE. EACH KEYHOLDER AND CCAR EXPRESSLY WAIVES ANY RIGHT TO EXERCISE ANY RIGHT OR REMEDY ARISING UNDER, RELATING TO OR BY VIRTUE OF ANY DEFAULT BY ANY PERSON UNDER THE ADMINISTRATION AGREEMENT AND/OR UNDER ANY OTHER AGREEMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE USE OR LEASING OF THE SERVICE. EACH KEYHOLDER FURTHER ACKNOWLEDGES AND AGREES THAT CCAR MAY EXERCISE ANY REMEDIES IT MAY HAVE UNDER THE ADMINISTRATION AGREEMENT.
6. **Acknowledgment.** Each party using a Key, KeyBoxes or the Service hereby acknowledges that neither the Service, the KeyBoxes nor the Keys, nor any other SUPRA product used in connection with the Service is a security system. The Service is a marketing convenience key control system, and as such, any loss of Keys or disclosure of Personal Identification Numbers compromises the integrity of the Service and each party agrees that it will use its best efforts to insure the confidentiality and integrity of all components of the Service.

\_\_\_\_\_ initials of key holder

## **DIVISION OF COMMISSIONS**



**Section 5.0 Cooperative Compensation Specified on Each Listing:** The listing Broker shall specify, on each listing submitted to the MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement, at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 2/17/11)

In filing a property with the MLS of an association of REALTORS®, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating Broker has the right to know what his compensation shall be prior to his endeavor to sell. (Amended 2/17/11)

The compensation specified on listings filed with the MLS shall appear in one of two forms. The essential and appropriate requirement by an association Multiple Listing Service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing Broker in writing in advance of submitting an offer to purchase. (Amended 2/17/11)

The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. *By showing a percentage of the gross selling price.*
2. *By showing a definite dollar amount.*

MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation). (Adopted 5/08)

The listing Broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different.

This shall not preclude the listing Broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS provided the listing Broker informs the other Broker in writing in advance of submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 5/10)

The association Multiple Listing Service shall not have a rule requiring the listing Broker to disclose the amount of total negotiated commission in his/her listing contract, and the association MLS shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The association MLS shall not disclose in any way the total commission negotiated between the Seller and the listing Broker.

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

The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing Broker. (Amended 2/17/11)

Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Amended 5/10)

Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. (Adopted 11/05)

Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring

sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. Where participants are permitted to communicate to other participants how any reduction in gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, multiple listing services may, as a matter of local discretion, require listing participants to disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within twenty-four (24) hours of receipt of notification from the lender. All confidential disclosures and confidential information related to short sales must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers. (NAR Section 5) (Adopted 5/10)

**Section 5.0.1 Disclosing Potential Short Sales:** Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. (Option 2) (Adopted 10/16/08) (Revised 2/17/11)

**Section 5.1 Participant as Principal:** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is submitted to the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants within the Public Remarks. (Revised 04/05/12)

**Section 5.2 Participant as Purchaser:** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing Broker not later than the time an offer to purchase is submitted to the listing Broker.

**Section 5.3 Dual or Variable Rate Commission Agreements:** The existence of a dual or variable rate commission agreement (i.e. one in which the Seller/Landlord agrees to pay a specified commission if the property is sold/leased by the listing Broker without assistance and a different commission if the sale/leased results through the efforts of a cooperating Broker; or one in which the Seller/Landlord agrees to pay a specified commission if the property is sold/leased by the listing Broker either with or without the assistance of a cooperating Broker and a different commission if the sale/lease results through the efforts of a Seller/Landlord) shall be disclosed by the listing Broker by a key, code or symbol as required by the MLS. The listing Broker shall, in response to inquiries from potential cooperating Brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the Seller/Landlord. If the cooperating Broker is a buyer/tenant representative; the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

## **SERVICE CHARGES**

**Section 6.0 Service Fees and Charges:** The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

*Note: Refer to Exhibit 1, for current rates applicable to Fines and Fees mentioned in the MLS Rules and Regulations. Financing of the Multiple Listing Service shall be adequate and shall not be the source financing of the Association's operation. The Multiple Listing Service shall pay its own way and allow for a reasonable operating reserve, but it is another service of the Association and not the principal activity or reason for the Association's existence.*

However, MLSs must provide participants the option of a no-cost waiver\* of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that their participants sign a certification for

nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. (Adopted 11/17) **M (Revised July 1, 2018) (Amended 11/18)**

**\*Application form for waiver of CCAR MLS Subscription & Fees for Affiliated Licensed REALTORS® or Appraisers must be completed, signed and submitted annually if fees are to be waived.**

- (a) **Initial Office Full Member Fee:** An applicant for participation in the Service shall pay an Initial Participation Fee, with such fee to accompany the application.
- (b) **Recurring Office Full Member Fee:** The annual Participation Fee of each Participant shall provide access to and use of the Service for purposes of data entry; input of new listings and modification of current listings. Payment of such fees shall be made on or before January 1<sup>st</sup> of each year. Fees shall be prorated on a monthly basis. Participants with branch offices shall pay an additional annual charge for each office in excess of the main office (Branch Office Member – Centre County and Branch Office MLS Only – Non Centre County).

*Note: Office Full Member:*

*The office of a Participant who has signed an office subscription agreement with CCAR in which the Participant has agreed to require all licensees or appraisers affiliated with in the office to become Subscriber members of CCAR MLS.*

*Branch Office member:*

*Participant Branch office located within Centre County*

*Branch Office MLS Only:*

*Participant Branch office located outside of Centre County*

*Note 2: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (Amended 11/17)*

- (c) **Subscription Fees:** Access to current MLS listings shall be supplied to each participant upon payment of the application fee and the participation fee. The annual Participation subscription fee and computer access assessment fee will be charged to the participant times the number of licensees or licensed or certified appraisers affiliated with the Participant. Each subscriber will be entitled to access of current MLS listings upon payment of a subscription fee which will be assessed yearly. Fees shall be prorated on a monthly basis for new subscribers. Any REALTOR® who wishes to be a subscriber, must be affiliated with a Centre County Association of REALTORS®, Inc. MLS Participating office.
- (d) **Listing Fee:** A Participant shall pay a monthly fee in an amount equal to the number of listings filed with the Service during the previous month, multiplied by the listing fee. This fee applies to new listings and renewal of a listing filed with the Service. It is a matter of agreement between the listing and selling Brokers as to whether or not the cooperating Broker shall reimburse the listing Broker for the listing fee. The MLS shall not be concerned because this is an arrangement between cooperating Brokers, and the MLS Rules do not dictate the compensation offered to cooperating Brokers by the listing Broker.
- (e) **Comp Only Fee:** A filing fee is waived when a property (which is not required to be filed with the Service) is sold and the listing or selling Broker wishes the information submitted for statistical data. This waived fee also applies to property that is sold by a listing Broker prior to a Listing For Sale Agreement. When entering the comparable sale where there is no listing Broker involvement, the listing office and selling office will be the entered as the same company. However, the office entering the listing shall inform the MLS office in writing that the listing is a comparable listing and authorize the listing office to be denoted as **Other (if non-member REALTOR) or None (if FISBO or Builder Referral)**. In the remarks section the first words shall be Non-member REALTOR Name and contact information or “**Builder Referral or For Sale By Owner**” whichever applies. When entering a comparable sale, complete information including any concessions shall be required in order to give an accurate reflection of the transaction. (Revised 01/07/16)

*Note: Multiple lots in a subdivision as well as multiple units of a condominium or townhouse project are also entered as comparable sales.*

- (f) **Two (2) Business Days Fee:** Failure to adhere to the Two (2) Business Days Rule will necessitate a late fee being charged to the Participant, and/or, at the discretion of the MLS Committee, the requirement of the listing agent to attend the MLS Orientation within two (2) months of notification. (Approved 08/16/01 Effective 10/01/01)

*Note: Two (2) Business Days Rule applies to all properties listed under Section 1. Within two (2) business days after all necessary signatures have been received by the listing Broker, properties governed by the Two (2) Business Days Rule must be submitted to the MLS.*

- (g) **MLS Books:** MLS Books shall be made available to each individual, employed by or affiliated as an independent contractor with the Participant (including licensed or certified appraisers), who has access to and who utilizes the Service. There shall be a minimal charge added to the publishing price of each book to cover shipping and distribution.
- (h) **Computer Entry Fees:** There is no fee applicable for access from a Participant's office or home. Access performed at the Association Office by the Participant or Participant's representative will necessitate an Entry Fee being charged to the Participant.
- (i) **Closed Sales:** Failure to submit closed sales to the MLS within 5 business days of the closing date will result in a fine being issued to the listing office.

## COMPLIANCE WITH RULES

**Section 7.0 Compliance with Rules – Authority to Impose Discipline:** By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed by only consist of one or more of the following:

- (a) Letter of Warning
- (b) Letter of Reprimand
- (c) Attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration.
- (d) Appropriate, reasonable fine not to exceed \$15,000.00.
- (e) Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year.
- (f) Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

*Note: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance (Revised 05/14)*

**Section 7.1 Compliance with Rules:** The following action may be taken for noncompliance with the Rules:

- (a) For failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, on the 11<sup>th</sup> day, the Service shall be suspended until service charges or fees are paid in full.
- (b) For failure to comply with any other rule, the provisions of Section 9 and 9.1 shall apply.

**Section 7.2 Applicability of Rules to Users and / or Subscribers:** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violation thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

## MEETINGS

**Section 8.0 Meetings of MLS Committee:** The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairman.

**Section 8.1 Meetings of MLS Participants:** The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.

**Section 8.2 Conduct of the Meetings:** The Chairman, or Vice-Chairman, shall preside at all meetings or, in their absence, a temporary Chairman from the membership of the Committee shall be named by the Chairman or, upon his/her failure to do so, by the Committee.

### **ENFORCEMENT OF RULES OR DISPUTES**

**Section 9.0 Consideration of Alleged Violations:** The Committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations. Oral complaints are prohibited and will not be considered by the Committee. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors). (Amended 11/18)

**Section 9.1 Violation of Rules and Regulations:** If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Multiple Listing Service Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided that the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the bylaws and rules and regulations of the Association of REALTORS® within twenty (20) days following receipt of the Committee's decision.

The decision of the Multiple Listing Committee tribunal may be appealed to the Board of Directors of the Association of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Association's Grievance Committee for processing in accordance with the professional standards procedures of the Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Association. (Adopted 10/16/08)

*Note: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. (Adopted 10-16-08)*

**Section 9.2 Complaints of Unethical Conduct:** All other complaints of unethical conduct shall be referred, by the Committee, to the Executive Officer of the Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws.

**Section 9.3 Complaints of Unauthorized Use of Listing Content:**

Any participant, who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS rules.

Upon receiving a notice, the committee (Board of Directors) will send the notice to the participant who is accused of unauthorized use. Within (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Directors), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the Committee's (Board of Director's) determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. (Adopted 11/18)

**Section 9.4 MLS Rules Violations:** MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules. (Adopted 11/18)

### **CONFIDENTIALITY OF MLS INFORMATION**

**Section 10.0 Confidentiality of MLS Information:** Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. (Additional information: Policy 3-3)

MLSs are not required to track or report price change information other than the most recent increase or decrease in the price of current listings. If such information (either with respect to a current listing or to prior listings of that property) is tracked by an MLS and made available to participants and subscribers, neither it nor any information from which it may be determined shall be classified as confidential nor may participants be prohibited from making such information available to clients and customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other participants' listings as a matter of local option. (NAR Policy Statement 7.95) (Adopted 5/10)

MLSs are not required to track or report days/time on market information (i.e., the length of time a property has been listed for sale pursuant to a current listing agreement or prior listing agreements, whether with the same or different listing brokers or firms). If such information is tracked by an MLS and made available to participants and subscribers, neither it nor any information from which it may be determined (such as the current list date, or prior list and expiration dates) shall be classified as confidential, nor may participants be prohibited from making such information available to clients or customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other participants' listings as a matter of local option. (NAR Policy Statement 7.96) (Adopted 5/10)

*Under no circumstances should a copy of the MLS Book be given or lent to a customer or client.*

**Section 10.1 MLS Not Responsible for Accuracy of Information:** The information published and disseminated by the Service is communicated verbatim, without change by the Service, as submitted to the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

### **OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS**

**Section 11.0 Submission:** By the act of submission of any property listing content to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. (Adopted 05/17/07) (Amended 05/16)

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. (Amended 11/18)

*Note: The term MLS Compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which properly listing data is collected and disseminated to the Participants, including, but not limited to, bound book, loose-leaf binder, computer data base, card file, or any other format whatever.*

**Section 11.1 Right, Title, Interest:** All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Centre County Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Centre County Association of REALTORS®.

*Note: All forms and publications created by the MLS and all information disseminated thereby shall be protected by copyright.*

**Section 11.2 Entitled to Purchase:** Each Participant shall be entitled to purchase from the Centre County Association of REALTORS® a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee, (including licensed or certified appraisers), with such Participant with one copy of such Compilation. The Participant shall pay, for each such copy, a fee set by the Association. Participants shall acquire only the right to use the MLS Compilations in accordance with these rules.

**Section 11.3 Ownership of Listings and Listing Content:** The listing broker owns the listing agreement. Prior to submitting a listing to the MLS, the listing broker should own, or have the authority to license all listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to be published in the MLS compilation of listing information. (Amended 05/16)

Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires Participants' consent. Such consent cannot be required as a condition of obtaining or maintaining MLS participatory rights. MLSs may presume such consent provided that listing brokers are given adequate prior notice of any intended use unrelated to the defined purpose of MLS, and given the opportunity to affirmatively withhold consent for that use.

Participants cannot be required to transfer ownership rights (including intellectual property rights) in their listings or listing content to MLS to obtain or maintain participatory rights except that MLSs may require Participants to grant the licensees necessary for storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. MLSs may also require participants to warrant that they have the rights in submitted information necessary to grant these rights to MLS. (NAR Part 2: E. Participant's Rights, Policy statement 7.85) (Amended 05/16)

**Section 11.4 Listing Content Defined:** "Listing content" as used in the National Association's Multiple Listing policies, including the model MLS rules and regulations, includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (NAR Part 1: Key Definitions, Section 4, Policy statement 7.86)

**Section 11.5 Transmittal of Participant's Listings to Aggregators:** MLSs are not required to transmit participants' listings to third-party aggregators or to operate a public website displaying listing information. If an MLS transmits participants' listings to third-party aggregators and/or operates a public website displaying listing information, all exclusive listings, regardless of type, will be included in the data feed (unless a participant withholds consent for such transmission), except that MLSs may exclude from such data feed any listing where both of the following conditions are present:

(a) the listed property's street address or a graphic display of the property's specific location will be displayed to the public; and

(b) the seller displays on the property a "For Sale By Owner" sign or another sign or notice indicating that the seller is soliciting direct contact from buyers. (Section 11.3-11.6 adopted 01/18/07) (Section 11.6 renumbered due to deletion of 11.5 in its entirety 06/20/07.)

(NAR Part 2: D. Advertising – Print and Electronic, Section 3, Policy Statement 7.87)

The MLS will not convey listings to third-party aggregators, or will not publish listings on the MLS's publicly-accessible website, where conditions (a) and (b) both exist. (Adopted 05/17/07)

## **USE OF COPYRIGHTED MLS COMPILATIONS**

**Section 12.0 Distribution:** Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation of the Association of REALTORS®, and shall not distribute any such copies to persons other than subscribers, i.e. persons who are affiliated with such Participant as licensees or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and

unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by a Board Multiple Listing Service where access to such information is prohibited by law.

**Section 12.1 Display:** Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able Buyers for the properties described in said MLS Compilation.

**Section 12.2 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 prospective purchasers are or may, in the judgment of the Participant or their affiliated licensees, be interested.

*Note: 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,*

- a. the total number of listings in the MLS Compilation;*
- b. how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase;*
- c. whether the reproductions were made on a selective basis; and,*
- d. 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.*

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, re-transmitted, 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 valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLS's must either permit use of existing data feeds or create a separate data feed, to satisfy this requirement. The Centre County Association of REALTORS® MLS may require execution of a third-party license agreement. The Centre County Association of REALTORS® MLS may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the Centre County Association of REALTORS® in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations. (Amended 05/14)

## **USE OF MLS INFORMATION**

**Section 13.0 Limitations on Use of MLS Information:** Use of information from the MLS Compilation of current listing information, from the Association's "statistical report", or from any "sold" or "comparable" report of the Association or MLS, for public mass-media advertising by an MLS Participant or in other public representations may not be prohibited.

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



Based on information from the Centre County Association of REALTORS® MLS for the period (date) through (date).  
(NAR Section 13, Option 1)

### **CHANGES IN RULES AND REGULATIONS**

**Section 14.0 Changes in Rules and Regulations:** Amendments to the Rules and Regulations of the Service shall be by a majority vote of the Members of the Multiple Listing Service Committee, subject to approval by the Board of Directors of the Centre County Association of REALTORS®.

### **ARBITRATION OF DISPUTES**

**Section 15** Not adopted

### **STANDARDS OF CONDUCT FOR MLS PARTICIPANTS**

**Section 16.24** MLS participants shall present a true picture in their advertising and representations to the public, including Internet content, images, and the URLs and domain names they use, and participants may not:

- a. engage in deceptive or unauthorized framing of real estate brokerage websites;
- b. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- c. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic;
- d. present content developed by others without either attribution or without permission; or
- e. otherwise misleading consumers, including use of misleading images. (Amended 1/18)

### **ORIENTATION**

**Section 17.0 Orientation:** Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with and MLS participant who has access to and use of the MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. (Amended 11/04) (Adopted 2/13)

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies, Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Adopted 2/13) (Amended 11/17)

### **INTERNET DATA EXCHANGE (IDX) (Board Policy 3-5)**

**Section 18.0 IDX DEFINED:** IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. (Amended 5/17)

**Section 18.1 AUTHORIZATION:** Participants consent for display of their listings by other Participants pursuant to these rules and regulations must be established in writing. If a Participant withholds consent on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants.\*

\*Even where participants have given blanket authority for other participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display or other electronic forms of display or distribution. (Option 2) (Amended 05/17)

**Section 18.2 PARTICIPATION:** Participation in IDX is available to all MLS Participants who are REALTORS® and who consent to display of their listings by other Participants. (Option 2) (Adopted Section 18.2-18.2.7 09/21/06)

**Section 18.2.1** Participants must notify the MLS of their intention to display IDX information and give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12) (Revised 10/14)

Corrective action for misrepresenting information on IDX participation agreements:

- 1st offense results in warning and the need to correct within 2 business days
- 2nd offense \$1000 fine & suspension of IDX feed for 1 year
- 3rd offense subject to termination of MLS rights, privileges and services with no right to reapply for 3 years. (Adopted 02/15)

*Note: Subscriber/Participant will be required to pay any and all costs incurred by CCAR as a result of the corrective actions.*

**Section 18.2.2** MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12) (Revised 10/14)

**Section 18.2.3** Listings, including property addresses, can be included in IDX displays except where seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 05/17)

**Section 18.2.4** Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property, (e.g. condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell, exclusive agency, or open listing) or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each Participant. (Amended 05/17)

**Section 18.2.5** Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. (Reinstated 7/26/2007) (Revised 10/14) (Amended 11/14)

**Section 18.2.6** Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 05/12) (Revised 10/14)

**Section 18.2.7** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 05/12) (Revised 10/14)

**Section 18.2.8** Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 05/12) (Revised 10/14)

**Section 18.2.9** Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall

not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 05/12) (Revised 10/14)

**Section 18.2.10** An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

**Section 18.2.11** Participants shall not modify or manipulate information relating to other participants’ listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 02/16)

**Section 18.2.12** The display of another company's listing must contain the listing company name and the listing agent name. The listing company information must appear in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. If the IDXs host display any contact information, immediately adjacent to or following the property information, the contact information cannot be any larger than the listing company information. If host information is bold, listing company / agent information must be bold as well.\* (Amended 05/17).

\* Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linking directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application. (Amended 05/17).

**Section 18.3 DISPLAY:** Display of listing information pursuant to IDX is subject to the following rules:

**Section 18.3.1** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. (Revised 10/14)

**Section 18.3.1.1** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 05/12) (Revised 10/14)

**Section 18.3.2** Deleted 2016

**Section 18.3.4** All listings displayed pursuant to IDX shall identify the listing agent and show the Centre County Association of REALTORS® MLS as the source of the information. (Adopted 05/17/07) (Revised 10/14)

**Section 18.3.5** Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation.

**Section 18.3.6** Deleted November 2006

**Section 18.3.7** Not adopted by CCAR MLS Committee

**Section 18.3.8** Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the Centre County Association of REALTORS® MLS. The Centre County Association of REALTORS® MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.\*

\* Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered

electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)

**Section 18.3.9** Removed (02/13)

**Section 18.3.10** The right to display other Participants listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS.

**Section 18.3.11** Not adopted by CCAR MLS Committee

**Section 18.3.12** Display of expired, withdrawn and sold listings\* is prohibited. (Amended 02/16)

*Note: If "sold" information is publicly accessible, display of "sold" listings may not be prohibited. (Adopted 11/14)*

**Section 18.3.13** Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.

**Section 18.3.14** Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. (Amended 05/12)

**Section 18.3.15** Not adopted by CCAR MLS Committee

**Section 18.3.16** 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. (Option 2) (Adopted 11/09)

**Section 18.4 SERVICE FEES AND CHARGES:** Service fees and charges for participation in IDX shall be as recommended annually by the MLS Committee and approved by the Board of Directors. (Additional Information: Policy 3-5)

**VIRTUAL OFFICE WEBSITE (VOW)**

(Adopted 01/15/09)

**Section 19.1 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 VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.
- (c) "Affiliated VOW Partner" ("AVP") refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- (d) As used in Section 19 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

**Section 19.2**

- (a) The right of a Participant's VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- (b) Subject to the provisions of the VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX").
- (c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

### **Section 19.3**

- (a) Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
  - i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
  - ii. The Participant must obtain the name of and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
  - iii. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.
- (b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.
- (c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- (d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:
  - i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
  - ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
  - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
  - iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
  - v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.
- (e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any

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

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

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

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

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

**Section 19.6**

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

**Seller Opt-Out Form**

1. Please check either Option a or Option b
    - a.  I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet
    - OR
    - b.  I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
  2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.  
\_\_\_\_\_  
Initials of seller
- (c) The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

**Section 19.7**

- (a) Subject to subsection (b), a Participant's VOW may allow third-parties
  - i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - ii. display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing
- (b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or

discontinued on all Participants' websites. Subject to the foregoing and to Section 14.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 19.8** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 19.9** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every twelve (12) hours.

**Section 19.10** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 19.11** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 19.12** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

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

Corrective action for misrepresenting information on VOW participation agreements:

- 1st offense results in warning and the need to correct within 2 business days
- 2nd offense \$1000 fine & suspension of VOW feed for 1 year
- 3rd offense subject to termination of MLS rights, privileges and services with no right to reapply for 3 years. (Adopted 02/15)
- 

*Note: Subscriber/Participant will be required to pay any and all costs incurred by CCAR as a result of the corrective actions.*

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

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

(a) expired and withdrawn listings

*Note: Due to the 2015 changes in IDX policy and the requirement that participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending ("under contract") listings on VOW sites.*

(b) the compensation offered to other MLS participants

(c) the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency

(d) the seller's and occupant's name(s), phone number(s), or e-mail address(es)

(e) instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

**Section 19.16** A participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in the MLS. The participant may, however, augment MLS listing information with additional information not otherwise prohibited by these rules or by other applicable MLS rules or policies, as long as the source of such other information is clearly identified. This rule does not

restrict the format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

**Section 19.17** A participant shall cause to be placed on his or her VOW a notice indicating that the Centre County Association of REALTORS® MLS listing information displayed on the VOW is deemed reliable, but is not guaranteed accurate by the Centre County Association of REALTORS® MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.

**Section 19.18** Display of Information: The display of another company's listing must contain the listing company name and the listing agent name. The listing company information must appear immediately adjacent to or following the property information. If the IDX host display any contact information, immediately adjacent to or following the property information, the contact information cannot be any larger than the listing company information and must be the same style and color. If host information is bold, listing company / agent information must be bold as well.

*Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule, but may not be fewer than one hundred (100) listings or five percent (5%) of the listings in the MLS, whichever is less.*

**Section 19.19** Not adopted by CCAR MLS Committee

**Section 19.20** Not adopted by CCAR MLS Committee

**Section 19.21** A participant may display advertising and the identification of other entities ("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information (or that of at least one participant, in the case of a VOW established and operated on behalf of more than one participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

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



EXHIBIT 1  
 In accordance with the 2018 Budget adopted 12/13/2017  
 Revised 01/24/18

**RULES and REGULATIONS  
 Centre County Association of REALTORS  
 MULTIPLE LISTING SERVICE  
 MLS Fees and Charges**

Subscriber Fee:	\$ 235.00
Initial Office Full Member Fee: \$2,000 application, \$1,250 Annual	\$3,250.00
Recurring Office Full Member Fee	\$1,250.00
Recurring Branch Office member Fee – Centre County	\$ 850.00
Recurring Branch Office MLS Only Fee – Non Centre County	\$ 450.00
IDX Agreement & Compliance Review	\$ 175.00
Listing Fee:	
New, Renewal	\$ 15.00
Comp Only Fee entered within 3 months of Closing:	\$ Waived
Comp Only Fee entered beyond 3 months of Closing:	\$ 15.00
Unlicensed Personal Assistant Misuse of MLS System	Up to \$500

**Violation of MLS Rules & Regulation:**

<b>First offense:</b>	<b>Warning</b>
<b>Second Offense:</b>	<b>\$100</b>
<b>Third Offense:</b>	<b>\$500 &amp; mandatory</b>
<b><u>attend MLS Orientation</u></b>	
<b>Fourth Offense:</b>	<b>\$1000</b>

**Violation tracking starts afresh annually, Jan 1.**

Miscellaneous Fees:	
Failure to comply with lockbox key lease agreement as stated in Section 4.5, Paragraph 5	Double Current Cost of Lease
Misrepresenting Information on IDX Participation Agreements	
1st offense results in warning and the need to correct within 2 business days	
2nd offense \$1000 fine & suspension of IDX feed for 1 year	
3rd offense subject to termination of MLS rights, privileges and services with no right to reapply for 3 years.	
<i>Note: Subscriber/Participant will be required to pay any and all costs incurred by CCAR as a result of the corrective actions.</i>	

In accordance with the MLS Rules and Regulations,  
 all MLS Fees and Charges will be published annually, and as revised.

Centre County Association of REALTORS® Bylaws

ARTICLE XVIII - MULTIPLE LISTING

Multiple Listing Service  
Operated as a Committee of the Association

**Section 1. Authority.** The Association of REALTORS® shall maintain for the use of its Members a Multiple Listing Service which shall be subject to the Bylaws of the Association of REALTORS® and such Rules and Regulations as may be hereinafter adopted.

**Section 2. Purpose.** A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting either as subagents, buyer agents, or in other agency or non-agency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease).

**Section 3. Participation:** Any REALTOR® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.\* However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "membership" or "participation" unless they hold a current, valid PA real estate brokers' license offer or accept compensation to and from other Participants or are licensed or certified by an appropriate PA state regulatory agency to engage in the appraisal of real property.\*\* Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participants licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by a Board. Multiple Listing Service where access to such information is prohibited by law. (Adopted 01/15/09)

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

*The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website ("VOW") (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "offer or accept cooperation and compensation" only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants. (Adopted 01/15/09)*

**Section 3A. Temporary Inactive Status.** For good cause shown, and upon the written request of a Participant the Board of Directors shall have the right to grant temporary inactive status to a Participant. Temporary inactive status shall be granted only in cases of extreme hardship and solely at the discretion of the Board of Directors. During the period that the Participant is temporarily inactive, the Participant shall continue to be a member of the Centre County Association of REALTORS® and shall be reinstated in active status in the MLS upon the written request of the Participant and payment of the then current fees, assessments and charges. (Amended 11/11/10)

**Section 4. Supervision.** The activity shall be operated under the supervision of the Multiple Listing Committee, in accordance with the Rules and Regulations, subject to approval of the Board of Directors.

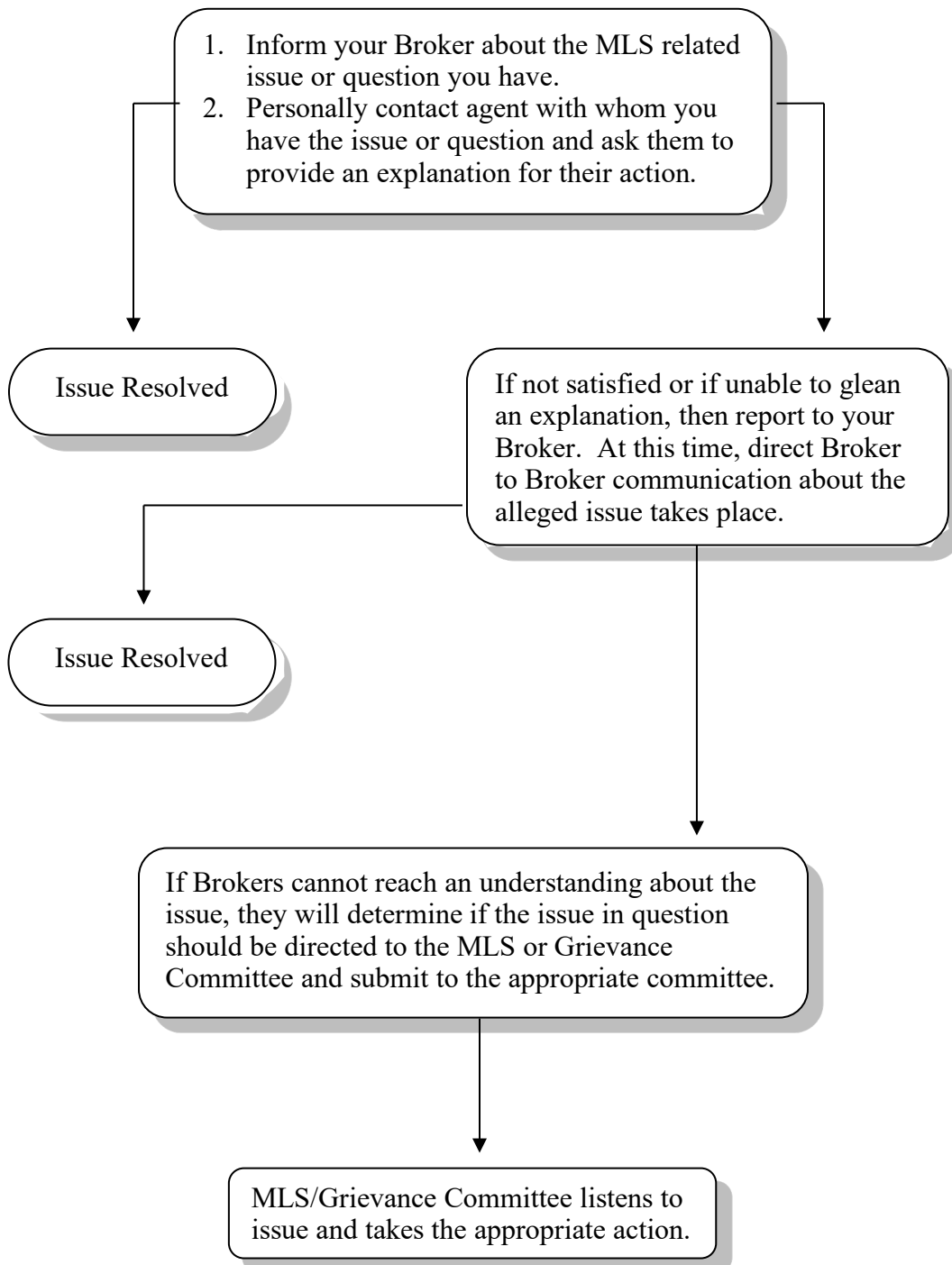
**Section 5. Composition.** The MLS Committee will consist of eleven (11) members. At least two (2) of the committee members shall be Participants in the Multiple Listing Service. The President-Elect and Vice President shall serve as two (2) of the eleven (11) members of this committee for one (1) year terms. (Amended 11/17/14)

**Section 6. Appointment of Committee.** Nine (9) members (excluding the President-Elect and Vice-President) shall be appointed for three (3) year terms. The President shall appoint three (3) new members each year for three (3) year terms on the MLS Committee. (Amended 11/17/14)

**Section 7. Vacancies.** Vacancies in unexpired terms shall be filled as in the case of original appointees.

**Section 8. Subscribers.** Subscribers (or users) of the MLS include non-principal brokers, sales associates, and licensed and certified appraisers affiliated with Participants. Subscribers also include affiliated unlicensed administrative and clerical staff and unlicensed personal assistants, which is under the direct supervision of an MLS participant or the participant's licensed designee. (Amended 11/17/14)(Revised 01/24/18)

### MLS Complaint Flow Chart



**RULES and REGULATIONS**

**Centre County Association of REALTORS  
MULTIPLE LISTING SERVICE**

MLS Mandatory Fields

**All Listing Types:**

Comp Listing  
Street Number  
Street Name  
Zip Code  
School District  
City  
State  
County  
Municipality  
Owner  
List Price  
List Date  
Expire Date  
1<sup>st</sup> Listing Office  
Agent Name  
Lot Size (Acres or SqFt)  
Send Listing to Realtor.com  
Property Code  
Zoning  
Type  
Listing Type  
New Construction  
Total Taxes  
Tax Year  
Limited Service  
Buyer Agent  
Buyer Agent Comm  
B.A Dual/Var Rate  
Sub Agent  
Selling Fee  
S.A. Dual/Var Rate  
Non-Agent  
Non-Agent Dual/Var Rate  
Flood  
Water Type  
Sewer Type  
Directions  
Public Remarks

Covenants  
New Construction  
Year Built  
Above Grade Fin Sqft  
Above Grate Unfin Sqft  
Below Grade Fin Sqft  
Below Grade Unfin Sqft  
Total Finished Sqft  
Total Bdrms  
Total Full Baths  
Key Location  
Style  
Garage Type  
Roof  
Basement  
Walkout  
AC Type  
Heat Type  
Fuel Type  
Fireplace Fuel

**Commercial:**

Business Type  
New Construction  
Garage Type  
AC Type  
Heat Type  
Fuel Type  
Roof  
Number of Units

**Farms:**

Above Grade Fin Sqft  
Farm Type

**Residential:**

Condo Ownership

## EXHIBIT 5

# *Pathways to Professionalism*

While the Code of Ethics and Standards of Practice of the National Association establishes objective, enforceable ethical standards governing the professional conduct of REALTORS®, it does not address issues of courtesy or etiquette. Based on input from many sources, the Professional Conduct Working Group of the Professional Standards Committee developed the following list of professional courtesies for use by REALTORS® on a voluntary basis. This list is not all-inclusive, and may be supplemented by local custom and practice.

### **I. Respect for the Public**

1. Follow the “Golden Rule” – Do unto others as you would have them do unto you.
2. Respond promptly to inquiries and requests for information.
3. Schedule appointments and showings as far in advance as possible.
4. Call if you are delayed or must cancel an appointment or showing.
5. If a prospective buyer decides not to view an occupied home, promptly explain the situation to the listing broker or the occupant.
6. Communicate with all parties in a timely fashion.
7. When entering a property, ensure that unexpected situations, such as pets, are handled appropriately.
8. Leave your business card if not prohibited by local rules.
9. Never criticize property in the presence of the occupant.
10. Inform occupants that you are leaving after showings.
11. When showing an occupied home, always ring the doorbell or knock – and announce yourself loudly – before entering. Knock and announce yourself loudly before entering any closed room.
12. Present a professional appearance at all times; dress appropriately and drive a clean car.
13. If occupants are home during showings, ask their permission before using the telephone or bathroom.
14. Encourage the clients of other brokers to direct questions to their agent or representative.
15. Communicate clearly; don’t use jargon or slang that may not be readily understood.
16. Be aware of and respect cultural differences.
17. Show courtesy and respect to everyone.
18. Be aware of – and meet – all deadlines.
19. Promise only what you can deliver – and keep your promises.
20. Identify your REALTOR® and your professional status in contacts with the public.
21. Do not tell people what you think – tell them what you know.

### **II. Respect for Property**

1. Be responsible for everyone you allow to enter listed property.
2. Never allow buyers to enter listed property unaccompanied.
3. When showing property, keep all members of the group together.
4. Never allow unaccompanied access to property without permission.
5. Enter property only with permission even if you have a lockbox key or combination.
6. When the occupant is absent, leave the property as you found it (lights, heating, cooling, drapes, etc). If you think something is amiss (e.g. vandalism) contact the listing broker immediately.

7. Be considerate of the seller's property. Do not allow anyone to eat, drink, smoke, dispose of trash, use bathing or sleeping facilities, or bring pets. Leave the house as you found it unless instructed otherwise.
8. Use sidewalks; if weather is bad, take off shoes and boots inside property.
9. Respect sellers' instructions about photographing or video graphing their properties; interiors or exteriors.

### III. Respect for Peers

1. Identify your REALTOR® and professional status in all contacts with other REALTORS®.
2. Respond to other agents' calls, faxes, and e-mails promptly and courteously.
3. Be aware that large electronic files with attachments or lengthy faxes may be a burden on recipients.
4. Notify the listing broker if there appears to be inaccurate information on the listing.
5. Share important information about a property, including the presence of pets; security systems; and whether sellers will be present during the showing.
6. Show courtesy, trust and respect to other real estate professionals.
7. Avoid the inappropriate use of endearments or other denigrating language.
8. Do not prospect at other REALTORS®' open houses or similar events.
9. Return keys promptly.
10. Carefully replace keys in the lockbox after showings.
11. To be successful in the business, mutual respect is essential.
12. Real estate is a reputation business. What you do today may affect your reputation – and business – for years to come.

I hereby certify that I have read and understand the contents of **Pathways to professionalism**. I acknowledge my personal responsibility to abide by the ethics obligations imposed by the Code of Ethics as a REALTOR® Member of CCAR. If for any reason I choose not to hold membership in CCAR, I nonetheless acknowledge that the REALTOR® principle with whom I am affiliated remains responsible for my conduct.

Regardless of my membership status, or lack thereof, I agree to review any questions that I may have with regard to appropriate conduct with the REALTOR® with whom I am affiliated so that I can avoid any conduct inconsistent with the obligations established by the Code of Ethics. I further understand that even if I hold membership on my own account, the REALTOR® with whom I am associated is also responsible for my actions.

I understand the **Pathways to Professionalism** and aspire to conform my conduct to its ideals.

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Type or Print Name

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Signature

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Date

(Revised 11/13)