

**RULES, REGULATIONS, POLICIES, & PROCEDURES**  
**CENTRAL HILL COUNTRY BOARD OF REALTORS® , INC. MLS**  
**(Amended June 2024)**

**NAR Provisions: Mandatory (M): Recommended (R): Optional (O): Informational (I)**

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**Participant:** Designated Broker

**Subscriber:** Sponsored Sales Agent/Broker Associate

**The Participant is accountable for the actions and financial obligations of his/her agents and staff.**

## **LISTING PROCEDURES**

### **Section 1 Listing Procedures M**

The below types of real property listings are subject to a real estate broker's license, and are located within the territorial jurisdiction of the Multiple Listing Service ("MLS") which is, Blanco, Gillespie, Kimble, and Mason Counties, and are received by the Participant on a form the Participant individually chooses to utilize, provided the listing is of a type accepted by the Service and shall be delivered to the MLS, accompanied with a Main Photo of the listed property at a minimum, within forty-eight (48) hours after all necessary signatures of seller(s) have been obtained: (Amended 11/17) except where sellers expressly direct that photographs of their property not appear in MLS compilations: (Amended 09/16)

- a. Single-family homes for sale or exchange
- b. Vacant lots and acreage for sale or exchange
- c. Two-family, three-family, and four-family residential property for sale or exchange
- d. Commercial
- e. Rental

**Note:** The MLS shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a property data form may be required as approved by the MLS. However, the MLS, through its legal counsel:

- May reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants; and
- Assure that no listing form filed with the MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller).

The MLS 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 cooperate with the other Participants of the MLS acting as subagents, buyer agents, or both. (Amended)

The listing agreement must include the seller's written authorization to submit the agreement to the MLS. (Amended 11/96)

The different types of listing agreements include:

- exclusive right-to-sell
- exclusive agency
- open (not allowed)
- net (not allowed)

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 of the inherent nature of an open listing. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

The **exclusive right-to-sell** listing is the form of listing where the seller authorizes exclusive authorization to the listing broker to cooperate with other brokers. (Amended)

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale of the property, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

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**Exclusive agency** listings and **exclusive right-to-sell** listings with named prospects exempt should be clearly distinguished by a simple designation, such as, a code or symbol from exclusive right-to-sell listings with no named prospects exempt 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 exempt. 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. (Amended 4/92)

**Note 1:** The following are NOT permitted in the CHCBR MLS.

1. For Sale by Owner properties
2. Limited Service Only listings
3. MLS Entry Only listings

**Note 2:** An MLS does not regulate the type of listings its members may take. This does not mean that an MLS must accept every type of listing. The MLS shall decline to accept open listings (except where acceptance is required by law) 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 MLS.

**Note 3:** An MLS may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. **M**

Listed properties that are not ready to be shown are to be entered in the “Coming Soon” status.

1. Listing cannot be on the MLS as “Coming Soon” for more than 14 days.
2. Listing cannot be shown to any buyers prior to the “Go Active” date.
3. Listing cannot be marketed in any manner.
4. Listing must include at least a photo of the exterior curb shot of the property.
5. Listing agent must convert the listing to active on or before the “Go Active” date and no extensions are allowed.
6. When making status “Coming Soon,” the expiration date must be set as 14 days from the date the listing is input as “Coming Soon”. (When the listing is switched to Active, the listing agent will need to change the expiration date too.)

Co-listings will be accepted; however, brokers must ensure that proper co-listing forms are utilized. Names, phone numbers, or any information regarding non-MLS users may not be included in any remarks. Listings that are co-listed with non-MLS users should state “Co-listed with agent/firm not in CHCBR MLS.” in the agent remarks.

### **Section 1.01 Clear Cooperation M**

Within one (1) business day of marketing a **residential\*\*\*** property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19)

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

All Participants and Subscribers of the CHCBR MLS are required to enter all **residential\*\*\*** listings within CHCBR’s jurisdiction (Gillespie, Blanco, Mason, and Kimble Counties), into the CHCBR MLS. Office Exclusive listings are exempt. If an Office Exclusive listing is publicly marketed\* the listing broker/agent must enter the listing into the CHCBR MLS within one (1) business day.

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*\*\*\*Residential is defined as any property with a dwelling (main improvement) whose Appraisal District main improvement value is greater than or equal to 50% of the total Appraisal District value\*\*. If Appraisal District main improvement value >/= Appraisal District total property value\*\*, a listing is deemed Residential.” \*\*property value without exemptions.*

### **Section 1.1 Types of Properties**

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 filed with the service and other types that may be filed with 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: (Amended 11/91)

1. Residential (Only if house/dwelling on property)
2. City Lots
3. Acreage, Farm, Ranch
4. Rural Subdivision Lots/Tracts
5. Commercial (must be currently zoned Commercial if in city limits).
6. Residential Rental
7. Commercial Lease

### **Section 1.16 Property Addresses M**

At the time of filing a listing, Participants and Subscribers must include a property address available to other Participants and Subscribers, and if an address does not exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location.

#### **Section 1.1.1 Listings Subject to Rules and Regulations of the Service**

Any listing taken on a contract to be filed with the MLS is subject to the Rules and Regulations of the Service upon signature of the seller(s). Any violations of the Rules and Regulations of this Service will be subject to the enforcement and policy fines adapted by the Central Hill Country Board of REALTORS® MLS.

### **Section 1.2 Details on Listings Filed with the Service**

A listing agreement or property data form, when filed with the MLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the Property Data Form. Complete legal names of all sellers are to be included in the Owner field. \* (Agent remarks may be used if additional space is needed.) \*If Owner information is confidential in Appraisal District, it may be withheld in the listing.

Each listing must contain at least a main photo.

1. The main photo must be mostly representative of the listed property.
2. Date Stamps are not permitted on photos.
3. Photos should be of property only, with no text, timestamps, watermarks or other advertising. The listing broker’s sign may not be placed or displayed in an MLS photo of the listed property in such a manner that it is the primary focus and appears to be an advertisement of the listing broker’s company.
4. The main photo of a subdivision lot must be of the actual lot for sale; however, a photo of the entrance to the subdivision (including subdivision sign) may be used in additional photos.
5. The main photo may not be removed from expired, withdrawn, closed, or otherwise, inactive listings.
6. Virtual Staging is allowed with the following rules (12/2023):
  - a. Virtually Staged photos must be marked/identified.

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- b. Main listing photo may not be Virtually Staged.
- c. There must be a companion photo uploaded of the Virtually Staged room/area.

Branding is not permitted on any property specific materials entered into the MLS. Websites, videos, etc. referenced in the public display of a listed property may not contain any identifying broker information.

### **Section 1.2.0 Accuracy of Listing Data M**

Participants and Subscribers are required to submit accurate listing data and required to correct known errors.

#### **Section 1.2.1 Database Preservation**

No data may be removed from the MLS compilation other than by the service. Although a listing may be removed from display in the MLS compilation of current listing information, all data submitted to the MLS will remain in the database for historical and other purposes approved by the service (unless the service itself removes said data in Accordance with other provisions of these rules). In addition, no Broker Participant or Real Estate Subscriber may change or remove listing information that pertains to the description of the condition of the property, including property photos, upon a status change of any kind unless it is to (1) supplement or correct the remarks to give additional information pertaining to that status change, (2) delete security codes, lockbox codes, or email addresses, or (3) correct inaccurate information to the extent required to comply with Section 1.2.0.

### **Section 1.3 Exempt Listings M**

If the seller refuses to permit the listing to be disseminated by the service, the Participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.

**Note:** MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation.

### **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 filed with the MLS within 48 hours (except weekends, holidays, and postal holidays) after the authorized change is received by the listing broker.

### **Section 1.5 Withdrawal of Listings Prior to Expiration M**

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

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when seller(s) can document that his or her exclusive relationship with the listing broker has been terminated, the MLS may remove the listing at the request of the seller. (Adopted 11/96)

Reason for withdrawal must be entered in the Withdrawn Comments section.

### **Section 1.6 Contingencies Applicable to Listings**

Any contingency or condition of any term in a listing agreement shall be specified and noticed to the Participants.

### **Section 1.7 Listing Price Specified M**

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. (Amended 11/92)

### **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 on the

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property data form. When part of a listed property has been sold, proper notification should be given to the MLS. A property may not be listed in the MLS system in more than one time in the same class. Additional listings of the same property must be deleted from all additional classes after the sale of the property.

**Section 1.9 No Control of Commission Rates or Fees Charged by Participants M**

The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS 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 M**

Listings filed with the MLS will automatically be removed from the compilation of current listings on the expiration dates specified in the agreement unless prior to that date the MLS receives notice that the listing is extended or renewed. (Amended 11/01)

Expired listings remain in the Navica system as expired for two (2) years. After two (2) years, expired listings will go to the Deleted status and are purged from the system eight (8) days later. All purged listings continue to be available through History Search. Closed listings do not purge.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, and thirty (30) days have lapsed, 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. (Amended 11/01)

A property must be off of the market a minimum of thirty (30) days to be re-entered as a new listing by the same listing broker, unless there is a substantial change\* to the property, as determined by the MLS Committee. \*Examples of substantial change are major remodeling or renovation, additional acreage or structures, etc.

**Section 1.11 Termination Date on Listings M**

Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller(s).M

**Section 1.12 Service Area M**

Only listings of the designated types of property located within the service area of the CHCBR MLS (Blanco, Gillespie, Kimble, and Mason counties) are required to be submitted to the Service. Listings of property located outside the MLS's service area, within Texas, will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. (Amended 11/17)

**Section 1.13 Listings of Suspended Participants M**

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 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 (except where MLS participation without association membership is permitted by law) 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/her clients.

**Section 1.14 Listings of Expelled Participants M**

When a Participant of the Service is expelled from the MLS for failing to abide by the membership duty (i.e., violation of the Code of Ethics, Board Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure

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to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the expelled 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 expulsion became effective. If a Participant has been expelled from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients.

### **Section 1.15 Listings of Resigned Participants**

When a Participant of the service 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 MLS, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his/her clients.

## **SELLING PROCEDURES**

### **Section 2 Showings and Negotiations M**

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the MLS 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. (Amended 4/92)

#### **Section 2.1 Presentation of Offers M**

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. (Amended 4/92)M

#### **Section 2.2 Submission of Written Offers and Counter-Offers M**

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)M

#### **Section 2.3 Right of Cooperating Broker in Presentation of Offer M**

The cooperating broker (subagent or buyer agent) or his/her representative has the right to participate in the presentation to the seller or lessor of any offer he/she secures to purchase or lease. He/she 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 to the cooperating broker 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. (Amended 4/92)

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, as soon as practical, 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.

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(Adopted 11/19)

#### **Section 2.4 Right of Listing Broker in Presentation of Counter-Offers M**

The listing broker or his/her representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. He/she does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counteroffer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93)

#### **Section 2.5 Reporting Sales to the Service M**

Status changes, including final closing\* of sales and sales prices, shall be reported to the MLS by the listing broker within 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 and prices to the listing broker within 48 hours after the occurrence and the listing broker shall report them to the MLS within 48 hours after receiving notice from the cooperating broker. (Amended 11/11) \*Final closing includes, but not limited to, funding and recording.

Properties that are entered in the MLS more than once can only be closed once. Close the listing in the category based on the major contribution to total value. Additional listings of the same property should be withdrawn.

If the sold price is not disclosed, the listing broker will be given 72 hours to enter the sales price.

**Note 1:** The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its Participants. (Amended 11/01)

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. Limit 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 2:** not adopted (for non-disclosure states)

**Note 3:** 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 M**

The listing broker shall report to the MLS within 48 hours that a contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled.

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**Section 2.7 Advertising of Listing Filed with the Service M**

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 M**

The listing broker shall report within 48 hours to the MLS the cancellation of any pending sale and the listing shall be reinstated immediately.

**Section 2.9 Disclosing the Existence of Offers**

Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. (Amended 11/08)

**Section 2.10 Availability of Listed Property**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 11/05)

**Section 3** not adopted

**PROHIBITIONS**

**Section 4 Information for Participants Only M**

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

**Section 4.0.1 Credentials for Participants and Subscribers Only**

Sharing of MLS and/or SentiLock credentials is prohibited. Each office is provided a maximum of two office staff accounts with MLS access and each MLS Participant or Subscriber is provided one personal assistant account with MLS access at no charge for non-licensed staff. All licensed staff are required to make application to the MLS for MLS access.

**Section 4.1 "For Sale" Signs M**

Only the "For Sale" signs of the listing broker may be placed on a property. (Amended 11/89) ~~M~~ The listing broker's sign may not be placed or displayed in an MLS photo of the listed property.

**Section 4.2 "Sold" Signs M**

Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/96)~~M~~

**Section 4.3 Solicitation of Listing Filed with the Service M**

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

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

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



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This section is also intended to encourage brokers to participate in the service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers. This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

#### **Section 4.4 Use of the Terms MLS and MLS**

No MLS Participant, Subscriber or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, Subscribers, and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. (Adopted 11/07)

#### **Section 4.5 Services Advertised as “Free” M**

MLS Participants and Subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the Participant or Subscriber will receive no financial compensation from any source for those services. (Amended 11/21)

#### **Section 4.56 Contact Information**

Contact information may only be included in agent remarks. Contact information shall not be included in public remarks, photos or any other area not specifically designated for contact information. Non-member contact information is not allowed in the MLS.

#### **Section 4.6 No Filtering of Listings M**

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

#### **Section 5 No Compensation Specified on MLS Listings M**

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant’s access to any MLS data and data feeds.

**Note 1:** The MLS must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the MLS shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The MLS must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers)

**Note 2:** The MLS shall make no rule on the division of commissions between Participants and non- Participants. This should remain solely the responsibility of the listing broker.

**Note 3** MLS 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 have an insufficient sale price 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. MLS may, as a matter of local discretion, require Participants to disclose potential short sales when Participants know a transaction is a potential short sale. (Amended) **M**

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### **Section 5.0.0 Required Consumer Disclosure M**

**Disclosures of Compensation:** MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay.

#### **Section 5.0.1 Written Buyer Agreement M**

Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a. A specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.
- b. The amount of compensation in a manner that is objectively ascertainable and not open-ended.
- c. A term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d. A conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

#### **Section 5.1 Participant as Principal M**

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 MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants. If listing agent has any principal interest in property ownership of a listing, this affiliation must be indicated in the owner field and in agent remarks of the MLS.

#### **Section 5.2 Participant as Purchaser M**

If a Participant or any licensee (including licensed and certified appraisers) 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. (Adopted 2/92)

## **SERVICE CHARGES**

### **Section 6 Service Fees and Charges M**

The following service charges for operation of the MLS are in effect to defray the cost of the Service and are subject to change from time to time in the manner prescribed:

- a. **Participant Application Fee:** An applicant for participation in the service shall pay an application fee as determined by the Board of Directors with such fee to accompany the application. If there is a 60-day lapse in membership the initial application fee will be charged again.
- b. **Salesperson Application Fee:** A licensee applying for membership with the Service is subject to an application fees determined by the Board of Directors. If there is a 60-day lapse in membership the initial application fee will be charged again.
- c. **Branch Office Fee:** A broker opening a Branch Office must register his branch office with the service and pay the initial participation fee of \$100.00. A branch office is considered a place where business is conducted.

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- d. **Recurring Participation Fee:** The annual participation fee of each Participant shall be an amount determined by the Board of Directors equal to an amount set by the times each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made on or before the first day of the fiscal year of the MLS. Fees shall be prorated on a monthly basis.

However, multiple listing services 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. Multiple listing services may, at their discretion, require broker Participants sign a certification for non-use of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. (Amended 5/18 and 8/18) {<Leadership Team>}).

**Note 1:** A multiple listing service may elect to have such fees payable on a quarterly or even on a monthly basis. However, added administrative services are necessitated by increased frequency of such payments.

**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)

- a. **Transfer Fee:** When a licensee transfers his/her license from one Participant to another, a transfer fee is payable to the Service to complete the transfer.
- b. **Subscription Fees:** One complete set of current listings shall be supplied to the Participant upon payment of the Application Fee and the Participation Fee, and the Participant shall be responsible for a Subscription Fee of an amount set by the MLS Committee for each additional set of listings to be supplied to each individual, employed by or affiliated as an independent contractor (including licensed or certified appraisers) with the Participant, who has access to and who utilizes the Service.

## **COMPLIANCE WITH RULES**

### **Section 7 Compliance with Rules--Authority to Impose Discipline M**

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 may only consist of one or more of the following:

- Letter of warning; and/or
- Letter of reprimand; and/or
- 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; and/or
- Appropriate, reasonable fine not to exceed \$15,000. (payment of the fine does not rescind the requirement for correction.); and/or
- Suspension of MLS rights, privileges, and services for not less than thirty (30) days or more than one (1) year; and/or
- Termination of MLS rights, privileges, and services with no right to reapply for a specified period, not to exceed three (3) years. (Adopted 11/07) (Revised 11/14)

**Note 1:** 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

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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)

**Note 2:** MLS Participants and Subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by Participants and Subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a Subscriber to the Subscriber's Participant and the Participant is required to attend the hearing of a Subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20)

### **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, 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 Sections 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 violations 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. (Adopted 4/92)

## **MEETINGS**

### **Section 8 Meetings of the MLS Committee**

The MLS Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

#### **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 Conduit of the Meeting**

The Chairperson, or Vice Chairperson, shall preside at all meetings or, in their absence; a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon their failure to do so, by the Committee.

## **ENFORCEMENT OF RULES OR DISPUTES**

### **Section 9 Consideration of Alleged Violations M**

The Committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations. 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).

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When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. (Amended 11/20)

### **Section 9.1 Violations of Rules and Regulations M**

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 a request for arbitration, it may be administratively considered and determined by the MLS Committee and if a violation is determined, the MLS Committee may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the Professional Standards Committee of the Board in accordance with the bylaws and Rules and Regulations of the Board of REALTORS within 20 days following receipt of the Committee's decision. (Amended 11/96)

### **Section 9.2 Complaints of Unethical Conduct M**

All other complaints of unethical conduct shall be referred by the Committee to the Secretary of the Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Board's Bylaws. (Amended 11/88)

### **Section 9.3 Complaints of Unauthorized Use of Listing Content M**

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

If the Committee determines that the use of the content was unauthorized, the Committee 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 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 5/18)

### **Section 9.4 MLS Rules Violations M**

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 5/18)

## **CONFIDENTIALITY OF MLS INFORMATION**

### **Section 10 Confidentiality of MLS Information M**

Any information provided by the MLS 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. (Amended 4/92)M

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### **Section 10.1   MLS Not Responsible for Accuracy of Information**

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

## **OWNERSHIP OF MLS COMPILATION\* AND COPYRIGHT**

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

### **Section 11 M**

By the act of submitting any property listing data 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. (Amended 5/18)

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. (Adopted 5/18)

**Note:** The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or “safe harbors” from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of “online service provider” broadly, which would likely include MLSs as well as, Participants and Subscribers hosting an IDX display.

One safe harbor limits the liability of an OSP that hosts a system, network, or website, which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, Participants, and Subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, Participant, Subscriber, or other individual or entity.
2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
4. Have no actual knowledge of any complained-of infringing activity.
5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more

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information see 17 U.S.C. §512. (Adopted 11/15)

### **Section 11.1**

All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the Central Hill Country Board of REALTORS® and in the copyrights therein, shall at all times remain vested in the Central Hill Country Board of REALTORS®.

### **Section 11.2 M**

Each Participant shall be entitled to lease from the Central Hill County Board of REALTORS® Inc., 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, the rental fee set by the Association\*

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

Participants shall acquire by such lease only the right to use the MLS Compilations in accordance with these rules.

## **USE OF COPYRIGHTED MLS COMPILATIONS**

### **Section 12 Distribution**

Participants shall, at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Board of REALTORS®, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other Subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by a Board MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by a Board MLS where access to such information is prohibited by law. (Amended 4/92)

### **Section 12.1 Display M**

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 or attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

### **Section 12.2 Reproduction M**

#### **Option 1**

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 may, in the judgment of the Participant or their affiliated licensees, be interested.

\*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

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purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings according to the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

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

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, 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. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Confidential information 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)

Sold information may not be reported to any third-party entity. (Participants and Subscribers are allowed to use sold information to prepare CMAs for customers/clients.)

## **USE OF MLS INFORMATION**

### **Section 13 Limitations on Use of MLS Information: M**

#### **Option 2**

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

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, or substantially similar, notice:

Based on information from the Central Hill Country Board of REALTORS® (alternatively, from the CHCBR MLS) for the period (date) through (date). (Amended 11/97)"

## **CHANGES IN RULES AND REGULATIONS**



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## **Section 14 Changes in Rules and Regulations M**

Amendments to the Rules and Regulations of the Service shall be by a majority vote of the members of the MLS Committee, subject to approval by the Board of Directors of the Central Hill Country Board of REALTORS®.

## **WAIVERS**

### **Section 15 Waivers**

Participants requesting a Waiver for an associate must state the reason on the Waiver form that the Waiver is being requested. Waivers will be granted if the reason states that the Associate does not list or sell the type of properties which are required to be filed with the MLS, or is engaged in another specialty of the real estate business and does not use the MLS in any way. The Waiver list will be published in the MLS book. The penalty for those who abuse their Waiver status will be one (1) year retroactive dues, plus suspension of Waiver and placed on active status. The Participant will be billed for any penalty. The Committee will review waivers annually.

### **Section 16 Standards of Conduct for MLS Participants\***

Not adopted (\*Only adopt the Standards of Conduct if the Association's MLS is open to nonmember Participants)

## **ORIENTATION**

### **Section 17 Orientation M**

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of 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)

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. (Amended 11/17)

## **INTERNET DATA EXCHANGE ("IDX")**

### **Section 18 IDX Defined M**

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)M

#### **Section 18.1 Authorization M**

##### **Option 1**

Participants consent for display of their listings by other Participants pursuant to these Rules and Regulations is presumed, unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, 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

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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. (Amended 05/17)

## **Section 18.2 Participation M**

### **Option 3**

Participation in IDX is available to all MLS Participants who are engaged in real estate brokerage and who consent to display of their listings by other Participants. (Amended 11/09)

#### **Section 18.2.1 M**

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

#### **Section 18.2.2 M**

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)

#### **Section 18.2.3 M**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker 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 M**

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), or type of listing (e.g., exclusive right-to-sell or exclusive agency), selection of listings displayed through IDX must be independently made by each Participant.

#### **Section 18.2.5 M**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 11/14)

#### **Section 18.2.6 M**

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)

#### **Section 18.2.7 M**

When displaying listing content, a Participant's or User's IDX site must clearly 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 to add, delete, modify, and update information as required by the IDX policy and MLS rules. (Amended 05/12)

#### **Section 18.2.8 M**

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.

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One or more of the above 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 the features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 16.2.9, 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. (Adopted 05/12)

**Section 18.2.9 M**

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 reflects good faith opinion, advice, or professional judgment. (Amended 05/12)

**Section 18.2.10 M**

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 to 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. (Adopted 11/14)

**Section 18.2.11 M**

Participants shall not modify or manipulate information relating to other Participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by 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. (Amended 01/16)

**Section 18.2.12 M**

All listings displayed pursuant to IDX, shall identify the listing firm, and the email or phone number provided by the listing Participant, 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.

\*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 through the device’s application. (Amended 5/17)

**Section 18.3 Display**

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

**Section 18.3.1 O**

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. showing instructions and property security information) may not be displayed.

**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)

**Section 18.3.2** Deleted May 2015.

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**Section 18.3.3** Deleted May 2017; moved to 186.2.12 May 2017.

**Section 18.3.4**

All listings displayed pursuant to IDX shall identify the listing agent.

**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**

All listings displayed pursuant to IDX shall show the MLS as the source of the information.

**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 and 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 MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability. \*(Amended 05/17)

**Section 18.3.9** Not adopted

**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**

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights, must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g. other MLSs, non-participating brokers, etc.) must display the source from which each such listing was obtained.\* (Amended 05/17)

Note: 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)

\*The 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 18.3.12** **O**

Display of expired and withdrawn listings is prohibited.\*\* (Amended 11/15)

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

**Section 18.3.13**

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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** not adopted

**Section 18.3.15** not adopted

**Section 18.3.16**

**Option 2**

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

**Section 18.4 Service Fees and Charges**

Service fees and charges for participation in IDX shall be established annually by the Board of Directors. (Adopted 11/01, Amended 5/05)

**VIRTUAL OFFICE WEBSITES (VOWS)**

**Section 19.1 VOWS Defined M**

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

**Section 19.2 M**

- 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 MLS 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

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from other MLS Participants whose listings will be displayed on the Participant's VOW.

**Section 19.3 M**

- 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. 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).
  - ii. 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 username 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 username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any email address is associated with only one username and password.

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, username, and current password of each Registrant. The Participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.

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, username, 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.

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; and
  - v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.
- b. 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.
- c. 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.

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**Section 19.4 M**

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 M**

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

**Section 19.6 M**

- a. A Participant’s VOW shall not display the 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:

<b>Seller Opt-Out Form</b>
1. Check one.
a. _____ I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
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 searches.
_____ Initials of Seller

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

**Section 19.7 M**

- 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. To display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b. Notwithstanding the foregoing, at the request of a seller, the Participant shall disable or discontinue either or both of those features described in Subsection (a) as to any listing of the seller. The listing broker or agent shall communicate

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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 17.8, 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 M**

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 M**

A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 19.10 M**

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 M**

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 M**

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, and type of property-

**Section 19.13 M**

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

**Section 19.14 M**

A Participant may operate more than one VOW 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.
- 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.



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- f. Sale price, if sold information is not publicly accessible in the jurisdiction of the MLS Sold information **O**

Note: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15(f) must be omitted. (Revised 11/15) **M**

### **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, notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable, but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

### **Section 19.18 O**

A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing Participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

### **Section 19.19 - Section 19.25 not adopted**

## **DEFINITIONS:**

### **Coming Soon:**

1. There must be a current, signed listing agreement.
2. There must be a specific date to go active.
3. Go Active date must not exceed fourteen (14) days from the effective date of the listing agreement.

**Participant:** Designated Broker/Designated REALTOR®

**Subscriber:** Sponsored Sales Agent/Broker Associate

## **POLICIES**

**IDX Agreement:** All MLS users requesting an IDX Link, RETS Feed or FTP Feed must submit the request in writing. Participant must approve IDX requests submitted by his/her sponsored sales agent/broker associate, and accept responsibility of associated costs. Fees for data feeds are billed to the party by Navica.

**Agent Photos:** For the safety of all MLS Participants, Subscribers, and consumers, all MLS Participants and Subscribers must upload an agent photo to their profile, within thirty (30) days of joining CHCBR MLS, or within thirty (30) days of being notified by CHCBR MLS Staff. MLS access will be suspended for violation of this rule.

**Request of Documents:** CHCBR MLS Committee has the full authority to request documents relating to any transaction entered into the MLS where the listing agent is also the selling agent.

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**CHCBR MLS RULES AND REGULATIONS VIOLATIONS:**

- **First occurrence:** Email sent to both the listing agent and designated broker. Violation must be cured within 24 hours, or the fine will be assessed on a daily basis, up to five (5) days. Suspension will occur after five (5) days.
- **Second occurrence** (within the calendar year of the same rule violation): Email sent to both the listing agent and designated broker; automatically incurs a fine on a daily basis. Suspension will occur after five (5) days.
- **Third occurrence** (within the calendar year of the same violation): Email sent to both the listing agent and designated broker: automatically incurs a fine, plus required education as determined by the MLS committee.
- **Fourth occurrence** (within the calendar year of the same violation - excluding listing information violations): Email sent to both the listing agent and designated broker: Requires a hearing before the MLS Committee, in addition to other sanctions detailed in Section 7. The listing agent and designated broker are both required to attend the hearing.

**\*\*\*FINE SCHEDULE:**

The fine for each violation is \$250.00, with the following exceptions:

- Sharing of MLS credentials automatically incurs a \$1000 fine.
- Unauthorized MLS access by a non-member automatically incurs a \$1000 fine.
- Sharing of SentiLock credentials automatically incurs a \$1000 fine.
- Unauthorized entry to a listed property automatically incurs a \$1000 fine. The listing agent must be contacted for each showing of all property types.
- Failure to disclose sold information (including withdrawal of listing to avoid disclosure of sold information) automatically incurs a \$1000 fine.

**\*\*\*Payment of fine does not rescind the requirement for the correction.**

~~~ *Approved by CHCBR Board of Directors June 27, 2024* ~~~