

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

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

## Multiple Listing Service Rules and Regulations

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# 1 Listing Procedures

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## 3 Section 1 Listing Procedures

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

8  
9 **Note 1:** The multiple listing service shall not require a participant to submit listings on a form other than the  
10 form the participant individually chooses to utilize provided the listing is of a type accepted by the  
11 service, although a property data form may be required as approved by the multiple listing service.  
12 However, the multiple listing service, through its legal counsel:

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

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

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

28  
29 **Note 3:** CATRS multiple listing service accepts exclusively listed property that is subject to auction. Such  
30 listings have the same requirements as other listings in any given Class, including the listing price.

## 31 Section 1.1 Classes of Properties

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

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

### 41 Section 1.1.1 Listing Subject to Rules and Regulations of the Service

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

### 44 Section 1.2 Detail on Listings Filed with the Service

45 A listing agreement or property data form, when filed with the multiple listing service by the listing broker,  
46 shall be complete in every detail which is ascertainable as specified on the property data form.  
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### **Section 1.2.1 Limited Service Listings**

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

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

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

### **Section 1.2.2 MLS Entry-only Listings**

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

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

### **Section 1.3 Change of Status of Listing**

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

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

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

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

### **Section 1.5 Contingencies Applicable to Listings**

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

98 **Section 1.6 Listing Price Specified**  
99 The full gross listing price stated in the listing contract will be included in the information published in the  
100 MLS compilation of current listings.  
101

102 **Section 1.7 Listing Multiple Unit Properties**  
103 All properties which are to be sold or which may be sold separately must be indicated individually in the  
104 listing and on the property data form. When part of a listed property has been sold, proper notification should  
105 be given to the multiple listing service.  
106

107 **Section 1.8 No Control of Commission Rates or Fees Charged to Participants**  
108 The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees  
109 for services to be rendered by participants. Further, the multiple listing service shall not fix, control,  
110 recommend, suggest, or maintain the division of commissions or fees between cooperating participants or  
111 between participants and nonparticipants.  
112

113 **Section 1.9 Expiration of Listings**  
114 Listings filed with the multiple listing service will automatically be removed from the compilation of current  
115 listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice  
116 that the listing has been extended or renewed.  
117 If notice of renewal or extension is received after the listing has been removed from the compilation of  
118 current listings, the extension or renewal will be published in the same manner as a new listing. Extensions  
119 and renewals of listings must be signed by the seller(s) and filed with the service.  
120

121 **Section 1.10 Termination Date on Listings**  
122 Listings filed with the service shall bear a definite and final termination date, as negotiated between the  
123 listing broker and the seller.  
124

125 **Section 1.11 Listing of Suspended Participants**  
126 When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e.,  
127 violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other  
128 membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed  
129 with the MLS by the suspended participant shall, at the participant's option, be retained in the service until  
130 sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of  
131 the listing agreement in effect when the suspension became effective. If a participant has been suspended  
132 from the association (except where MLS participation without association membership is permitted by law)  
133 or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to  
134 provide MLS services, including continued inclusion of the suspended participant's listings in the MLS  
135 compilation of current listing information. Prior to any removal of a suspended participant's listings from the  
136 MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended  
137 participant may advise his clients.  
138

139 **Section 1.12 Listing of Expelled Participants**  
140 When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e.,  
141 violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other  
142 membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed  
143 with the MLS by the expelled participant shall, at the participant's option, be retained in the service until  
144 sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date  
145 of the listing agreement in effect when the expulsion became effective. If a participant has been expelled  
146 from the association (except where MLS participation without association membership is permitted by law)

147 or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to  
148 provide MLS services, including continued inclusion of the expelled participant's listings in the MLS  
149 compilation of current listing information. Prior to any removal of an expelled participant's listings from the  
150 MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled  
151 participant may advise his clients.  
152

### 153 **Section 1.13 Listing of Resigned Participants**

154 When a participant resigns from the MLS, the MLS is not obligated to provide services, including continued  
155 inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to  
156 any removal of a resigned participant's listings from the MLS, the resigned participant should be advised, in  
157 writing, of the intended removal so that the resigned participant may advise his clients.  
158

### 159 **Section 1.14 Transfer of Listings**

160 Listings cannot be transferred within the MLS from one Participant to another Participant without the signed  
161 consent of the listing broker.  
162

### 163 **Section 1.15. CO-EXCLUSIVE LISTINGS**

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

### 170 **Section 1.16. PHOTO REQUIREMENT**

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

182 Exception to the Photo Requirement: A photograph will not be required if Sellers expressly direct in writing  
183 that photographs or other graphic representations of the property be withheld from the MLS compilation.  
184 Such directions from the Seller must be filed with the MLS.  
185

### 186 **1.17. MULTIPLE ENTRIES OF PROPERTY**

187 Multiple listings for the same property (parcel ID), may only be entered for search purposes to identify  
188 differing numbers of bedrooms, within the same class. Example: listing 1234 Main Street as a 3 bedroom,  
189 with an office (MLS # 123456) and listed as a 4 bedroom (MLS# 123457) or if the property could be used as  
190 an office, it could be entered in the Commercial Class (MLS# 123458) as well.  
191

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

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**1.18. CONTACT INFORMATION IN PUBLIC FIELDS**

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

**1.19. NEW CONSTRUCTION FEATURE CODE**

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

**Selling Procedures**

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**Section 2 Showings and Negotiations**

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

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

**Section 2.1 Presentation of Offers**

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

**Section 2.2 Submission of Written Offers**

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.

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

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

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

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

244 when a counter- offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's  
245 written instructions.

246

247 **Section 2.5 Reporting Sales to the Service**

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

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

260

261 **Section 2.6 Reporting Resolution of Contingencies**

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

264

265 **Section 2.7 Advertising of Listings Filed with the Service**

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

268

269 **Section 2.8 Reporting Cancellation of Pending Sale**

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

272

273 **Section 2.9 Disclosing the Existence of Offers**

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

278

279 **Section 2.10 Availability of Listed Property**

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

281

282 **Prohibitions**

283

284 **Section 3 Information for Participants Only**

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

287

288 **Section 3.1 For Sale Signs**

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

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291 **Section 3.2 Sold Signs**

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

294  
295 **Section 3.3 Solicitation of Listing Filed with the Service**

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

298  
299 **Note:** This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and  
300 particularly Standard of Practice 16-4. This section is intended to encourage sellers to permit their  
301 properties to be filed with the service by protecting them from being solicited, prior to expiration of the  
302 listing, by brokers and salespersons seeking the listing upon its expiration.

303  
304 Without such protection, a seller could receive hundreds of calls, communications, and visits from  
305 brokers and salespersons who have been made aware through MLS filing of the date the listing will  
306 expire and desire to substitute themselves for the present broker.

307  
308 This section is also intended to encourage brokers to participate in the service by assuring them that  
309 other participants will not attempt to persuade the seller to breach the listing agreement or to interfere  
310 with their attempts to market the property. Absent the protection afforded by this section, listing brokers  
311 would be most reluctant to generally disclose the identity of the seller or the availability of the property  
312 to other brokers.

313  
314 This section does not preclude solicitation of listings under the circumstances otherwise recognized by  
315 the Standards of Practice related to Article 16 of the Code of Ethics.

316  
317 **Section 3.4 Use of the Terms MLS and Multiple Listing Service**

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

326  
327 **Division of Commissions**

328  
329 **Section 4 Compensation Specified on Each Listing**

330 The listing broker shall specify, on each listing filed with the multiple listing service, the compensation  
331 offered to other multiple listing service participants for their services in the sale of such listing. Such offers  
332 are unconditional except that entitlement to compensation is determined by the cooperating broker's  
333 performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing  
334 broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may  
335 be excused if it is determined through arbitration that, through no fault of the listing broker and in the  
336 exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to  
337 collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative  
338 compensation offered through MLS would be a question to be determined by an arbitration hearing panel  
339 based on all relevant facts and circumstances including, but not limited to, why it was impossible or

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340 financially unfeasible for the listing broker to collect some or all of the commission established in the listing  
341 agreement; at what point in the transaction did the listing broker know (or should have known) that some or  
342 all of the commission established in the listing agreement might not be paid; and how promptly had the  
343 listing broker communicated to cooperating brokers that the commission established in the listing agreement  
344 might not be paid.  
345

346 In filing a property with the multiple listing service of an association of REALTORS<sup>®</sup>, the participant of the  
347 service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore  
348 specify on each listing filed with the service, the compensation being offered to the other MLS participants.  
349 Specifying the compensation on each listing is necessary, because the cooperating broker has the right to  
350 know what his compensation shall be prior to his endeavor to sell.\*

351 The listing broker retains the right to determine the amount of compensation offered to other participants  
352 (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be  
353 the same or different.  
354

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

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

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

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

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

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

380 **Note 4:** The CATRS Multiple listing services permits listing brokers to communicate to potential  
381 cooperating brokers that gross commissions established in listing contracts are subject to court  
382 approval, and that compensation payable to cooperating brokers may be reduced if the gross  
383 commission established in the listing contract is reduced by a court. In such instances, the fact that the  
384 gross commission is subject to court approval and either the potential reduction in compensation  
385 payable to cooperating brokers or the method by which the potential reduction in compensation will  
386 be calculated must be clearly communicated to potential cooperating brokers prior to the time they  
387 submit an offer that ultimately results in a successful transaction.  
388

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

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

#### 405 **Section 4.0.1 Disclosing Potential Short Sales**

406 Participants must disclose potential short sales when reasonably known to the listing participants. When  
407 disclosed, participants may, at their discretion, advise other participants whether and how any reduction in  
408 the gross commission established in the listing agreement, required by the lender as a condition of approving  
409 the sale, will be apportioned between listing and cooperating participants.  
410

#### 411 **Section 4.1 Participant as Principal**

412 If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any  
413 ownership interest in a property, the listing of which is to be disseminated through the multiple listing  
414 service, that person shall disclose that interest when the listing is filed with the multiple listing service and  
415 such information shall be disseminated to all multiple listing service participants.  
416

#### 417 **Section 4.2 Participant as Purchaser**

418 If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant  
419 wishes to acquire an interest in property listed with another participant, such contemplated interest shall be  
420 disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the  
421 listing broker.  
422

#### 423 **Section 4.3 Variable Rate Commission Arrangements**

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

#### 433 **Service Charges**

434

#### 435 **Section 5 Service Fees and Charges**

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

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

**Recurring Participation Fee:** The monthly participation fee of each participant shall be an amount equal as determined from time to time by the CATRS board of directors 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 month for which service is granted.

## **Compliance with Rules**

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

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

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

### **Section 6.1 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
- c. for failure to accurately complete all input fields, subscribers and participants will be noticed and required to correct or show cause as to why their input is correct within three days of initial input or when an error is noticed. Participants and subscribers will be noticed via electronic means each day up to and including day three and if not corrected or otherwise satisfied with the MLS will be fined \$100 and temporarily suspended from the multiple listing service until the fine is paid. Fines are levied against the subscriber (listing agent); however, the Participant is ultimately responsible for the payment of such fines. Status changes are of such importance to the accuracy of the MLS that both the Participant and the subscriber shall be fined for a violation of section 2.5 of these rules.

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

486 **Section 6.2 Applicability of Rules to Users and/or Subscribers**  
487 Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information  
488 published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof  
489 based on their signed acknowledgment upon subscribing to the MLS. Further, failure of any user or  
490 subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant  
491 to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and  
492 accountability for all users or subscribers affiliated with the participant.

493  
494 **Meetings**

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496 **Section 7 Meetings**  
497 The meetings of the participants in the service or the board of directors of the multiple listing service for the  
498 transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of  
499 the service.

500  
501 **Enforcement of Rules or Disputes**

[Top](#)

503 **Section 8 Considerations of Alleged Violations**  
504 The board of directors shall give consideration to all written complaints having to do with violations of the  
505 rules and regulations.

506  
507 **Section 8.1 Violations of Rules and Regulations**

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

514  
515 If, rather than conducting an administrative review, the MLS committee has a procedure established to  
516 conduct hearings, the decision of the hearing tribunal may be appealed to the board of directors of the  
517 association of REALTORS®. Alleged violations of Section 16 of the rules and regulations shall be referred  
518 to the association's grievance committee for processing in accordance with the professional standards  
519 procedures of the association, except that if the charge alleges a refusal to arbitrate, such charge shall be  
520 referred directly to the board of directors of the association. An administrative hearing shall be at least five  
521 (5) members of the Multiple Listing Committee, and if a violation is determined, the MLS Committee will  
522 submit its findings and recommended discipline to the board of directors who will ratify the decision and  
523 establish the discipline, if any. (Modified 10/6/2009)

524  
525 **Section 8.2 Complaints of Unethical Conduct**

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

529

530 **Confidentiality of MLS Information**

531

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532 **Section 9 Confidentiality of MLS Information**

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

538

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

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

544

545 **Ownership of MLS Compilation\* and Copyright**

546

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547 **Section 10**

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

554

555 **Section 10.1**

556 All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the  
557 Tallahassee Board of REALTORS<sup>®</sup> and in the copyrights therein, shall at all times remain vested in the  
558 Tallahassee Board of REALTORS<sup>®</sup>.

559

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

563

564 **Use of Copyrighted MLS Compilation**

565

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566 **Section 11 Distribution**

567 Participants shall, at all times, maintain control over and responsibility for each copy of any MLS  
568 compilation leased to them by the association of REALTORS<sup>®</sup>, and shall not distribute any such copies to  
569 persons other than subscribers who are affiliated with such participant as licensees, those individuals who are  
570 licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and  
571 any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information  
572 developed by or published by an association multiple listing service is strictly limited to the activities  
573 authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further,  
574 none of the foregoing is intended to convey participation or membership or any right of access to information  
575 developed or published by an association multiple listing service where access to such information is  
576 prohibited by law.

577

578 Only non-confidential fields may be given, in any medium, to the consumer or other non-participant of the  
579 CATRS MLS. A list of confidential fields can be found at [www.TBRnet.org](http://www.TBRnet.org) or by contacting the TBR MLS  
580 Helpdesk.

581

### 582 **Section 11.1 Display**

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

586

### 587 **Section 11.2 Reproduction**

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

590

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

595

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

601

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

613

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

617

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

621

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

626

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

634  
635 **Section 11.3 Transition of listings to Data Aggregators**

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

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

644  
645 **Use of MLS Information**

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646  
647 **Section 12 Limitations on Use of MLS Information**

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

654  
655 However, any print or non-print forms of advertising or other forms of public representations based in whole  
656 or in part on information supplied by the association or its MLS must clearly demonstrate the period of time  
657 over which such claims are based and must include the following, or substantially similar, notice:  
658

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

661  
662 **Changes in Rules and Regulations**

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663  
664 **Section 13 Changes in Rules and Regulations**

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

668  
669 **Arbitration of Disputes\***

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670  
671 **Section 14 Arbitration of Disputes**

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

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

- 676 a. If all disputants are members of the same association of REALTORS® or have their principal place of  
677 business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures  
678 of that association of REALTORS®.
- 679 b. If the disputants are members of different associations of REALTORS® or if their principal place of business  
680 is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to  
681 arbitrate in accordance with the procedures of the Florida Association of REALTORS®.

682  
683 **Interboard Arbitration Procedures:** Arbitration shall be conducted in accordance with any existing  
684 interboard agreement or, alternatively, in accordance with the interboard arbitration procedures in the Code  
685 of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall  
686 preclude participants from agreeing to arbitrate the dispute before a particular association of REALTORS®.

687  
688 **Standards of Conduct for MLS Participants\*\***

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689  
690 **Standard 15.1**

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

693 **Section 15.2**

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

696 **Section 15.3**

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

700 **Section 15.4**

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

707  
708 \*Only adopt the following standards of conduct if the association's MLS is open to nonmember participants  
709 (otherwise qualified individuals who do not hold REALTOR® membership anywhere). Any of the standards  
710 of conduct, if adopted, may not be modified.

711  
712 \*\*Only adopt the following standards of conduct if the association's MLS is open to nonmember participants  
713 (otherwise qualified individuals who do not hold REALTOR® membership anywhere). Any of the standards  
714 of conduct, if adopted, may not be modified.

715  
716 **Section 15.5**

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



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**Section 15.6**

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

**Section 15.7**

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

**Section 15.8**

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

**Section 15.9**

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

**Section 15.10**

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

**Section 15.11**

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

**Section 15.12**

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

The following types of solicitations are prohibited:

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

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**Section 15.13**

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

**Section 15.14**

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

**Section 15.15**

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

**Section 15.16**

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

**Section 15.17**

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

**Section 15.18**

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

**Section 15.19**

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

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects.

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**Section 15.20**

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

**Section 15.21**

These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS participants involving commission, fees, compensation, or other forms of payment or expenses.

**Section 15.22**

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

**Standard 15.23**

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

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

**Standard 15.24**

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

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

**Standard 15.25**

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

**Standard 15.26**

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

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

874

## 875 **Orientation**

876

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### 877 **Section 16 Orientation**

878 Any applicant for MLS Participation and any licensee affiliated with an MLS Participant shall complete an orientation  
879 program of no more than four (4) classroom hours or equivalent self-study training, if available, devoted to the MLS  
880 Rules and Regulations within four (4) months after access has been provided. Failure to satisfy this requirement shall  
881 be considered a violation of the CATRS MLS Rules for which MLS membership shall be suspended until such time as  
882 the training is completed. (Amended 10/06)

883

## 884 **Internet Data Exchange (IDX)**

885

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### 886 **Section 17 IDX Defined**

887 IDX affords MLS participants ability to authorize limited electronic display of their listings by other  
888 participants.

889

#### 890 **Section 17.1 Authorization**

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

898

#### 899 **Section 17.2 Participation**

900 Participation in IDX is available to all MLS participants who are REALTORS<sup>®</sup> who are engaged in real estate  
901 brokerage and who consent to display of their listings by other participants.

902

##### 903 **Section 17.2.1**

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

906

##### 907 **Section 17.2.2**

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

911

##### 912 **Section 17.2.2**

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

915

##### 916 **Section 17.2.3**

917 Listings, including property addresses, can be included in IDX displays except where a seller has directed  
918 their listing broker to withhold the listing or the listing’s property address from all display on the Internet  
919 (including, but not limited to, publicly-accessible websites or VOW’s).  
920

921 **Section 17.2.4**

922 Participants may select the listings they choose to display on their IDX sites based only on objective criteria  
923 including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price,  
924 type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative  
925 compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or  
926 the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must  
927 be independently made by each participant.  
928

929 **Section 17.2.5**

930 Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least  
931 once every three (3) days.  
932

933 **Section 17.2.6**

934 Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX  
935 site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion  
936 of the MLS database available to any person or entity.  
937

938 **Section 17.2.7**

939 Any IDX display must clearly identify the name of the brokerage firm under which they operate in a readily  
940 visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to  
941 add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 5/12)  
942

943 **Section 17.2.8**

944 Any IDX display controlled by a participant or subscriber that  
945  
946

- 947 a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such  
948 comments or reviews in immediate conjunction with particular listings, or  
949  
950 b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in  
951 immediate conjunction with the listing,  
952

953 either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the  
954 seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or  
955 both of these features disabled or discontinued on all displays controlled by participant. Except for the  
956 foregoing and subject to Section 17.2.9, a participant’s IDX display may communicate the participant’s  
957 professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers  
958 that a particular feature has been disabled at the request of the seller. (Amended 5/12)  
959  
960

961 **Section 17.2.9**

962

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

970

971 **Section 17.3 Display**

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

973

974 **Section 17.3.1**

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

979

980 **Section 17.3.1.1**

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

982

983 **Section 17.3.2**

984 Participants shall not modify or manipulate information relating to other participants' listings. (This is not a  
985 limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with  
986 additional data not otherwise prohibited from display so long as the source of the additional data is clearly  
987 identified. This requirement does not restrict the format of MLS data display or display of fewer than all of  
988 the available listings or fewer authorized data fields.

989

990 **Section 17.3.3**

991 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in  
992 a readily visible color and typeface not smaller than the median used in the display of listing data. Displays  
993 of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or  
994 less are exempt from this requirement but only when linked directly to a display that includes all required  
995 disclosures. (Amended 11/09 5/12)

996

997 **Section 17.3.4**

998 Non-principal brokers and sales licensees affiliated with IDX participants may display information available  
999 through IDX on their own websites subject to their participant's consent and control and the requirements of  
1000 state law and/or regulation.

1001

1002 **Section 17.3.5**

1003 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information  
1004 is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any  
1005 purpose other than to identify prospective properties consumers may be interested in purchasing, and that the

1006 data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require  
1007 use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of  
1008 minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or  
1009 less are exempt from this requirement but only when linked directly to a display that includes all required  
1010 disclosures. (Amended 5/12)  
1011

1012 **Section 17.3.6**

1013 The right to display other participants’ listings pursuant to IDX shall be limited to a participant’s office(s)  
1014 holding participatory rights in this MLS.  
1015

1016 **Section 17.3.7**

1017 Display of expired, withdrawn, and pending listings is prohibited.  
1018

1019 **Section 17.3.8**

1020 Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and email address(es) is prohibited.  
1021

1022 **Section 17.3.9**

1023 Participants are required to employ appropriate security protection such as firewalls on their websites and  
1024 displays, provided that any security measures required may not be greater than those employed by the MLS.  
1025 (Amended 5/12)  
1026

1027 **Section 17.3.10**

1028 Participants must maintain an audit trail of consumer activity on the their website and make that information  
1029 available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the  
1030 data or a violation of MLS rules related to use by consumers. (Amended 5/12)  
1031

1032 **Section 17.3.11**

1033  
1034 Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is  
1035 prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the  
1036 participant’s logo and contact information is larger than that of any third party. (Adopted 11/09)  
1037

1038 **Section 17.4 Service Fees and Charges**

1039 Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.  
1040

1041 **Virtual Office Websites (VOWs)**

[Top](#)

1042  
1043 **Section 18.1 VOW Defined**

1044 a. A “Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s  
1045 website, through which the participant is capable of providing real estate brokerage services to  
1046 consumers with whom the participant has first established a broker-consumer relationship (as defined  
1047 by state law) where the consumer has the opportunity to search MLS listing information, subject to  
1048 the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee  
1049 affiliated with a participant may, with his or her participant’s consent, operate a VOW. Any VOW of  
1050 a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and  
1051 accountability.

- 1052 b. As used in Section 19 of these rules, the term “participant” includes a participant’s affiliated non-  
1053 principal brokers and sales licensees—except when the term is used in the phrases “participant’s  
1054 consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and  
1055 “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal  
1056 broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant.
- 1057 c. “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a participant to operate a  
1058 VOW on behalf of the participant, subject to the participant’s supervision, accountability, and  
1059 compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue  
1060 of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing  
1061 information, except in connection with operation of a VOW on behalf of one or more participants.  
1062 Access by an AVP to MLS listing information is derivative of the rights of the participant on whose  
1063 behalf the AVP operates a VOW.
- 1064 d. As used in Section 19 of these rules, the term “MLS listing information” refers to active listing  
1065 information and sold data provided by participants to the MLS and aggregated and distributed by the  
1066 MLS to participants.

## 1067 **Section 18.2 Participation**

- 1068
- 1069
- 1070 a. The right of a participant’s VOW to display MLS listing information is limited to that supplied by the  
1071 MLS(s) in which the participant has participatory rights. However, a participant with offices  
1072 participating in different MLSs may operate a master website with links to the VOWs of the other  
1073 offices.
- 1074 b. Subject to the provisions of the VOW policy and these rules, a participant’s VOW, including any VOW  
1075 operated on behalf of a participant by an AVP, may provide other features, information, or functions,  
1076 e.g., “Internet Data Exchange” (IDX).
- 1077 c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate  
1078 permission from other MLS participants whose listings will be displayed on the participant’s VOW.  
1079

## 1080 **Section 18.3**

- 1081 a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW,  
1082 the participant must take each of the following steps.
- 1083 i. The participant must first establish with that consumer a lawful broker-consumer relationship (as  
1084 defined by state law), including completion of all actions required by state law in connection with  
1085 providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such  
1086 actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other  
1087 disclosure obligations, and execution of any required agreements.
- 1088 ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant  
1089 must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed  
1090 to the terms of use (described in Subsection d., below). The participant must verify that the e-mail  
1091 address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
- 1092 iii. The participant must require each Registrant to have a user name and a password, the combination of  
1093 which is different from those of all other Registrants on the VOW. The participant may, at his or her  
1094 option, supply the user name and password or may allow the Registrant to establish its user name and  
1095 password. The participant must also assure that any e-mail address is associated with only one user  
1096 name and password.
- 1097
- 1098 b. The participant must assure that each Registrant’s password expires on a date certain, but may provide for  
1099 renewal of the password. The participant must at all times maintain a record of the name, e-mail address,



1100 user name, and current password of each Registrant. The participant must keep such records for not less  
1101 than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.  
1102

- 1103 c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security  
1104 of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS,  
1105 provide the name, e-mail address, user name, and current password, of any Registrant suspected of  
1106 involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an  
1107 audit trail of activity by any such Registrant.  
1108
- 1109 d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse  
1110 click or otherwise) to a terms of use provision that provides at least the following:  
1111 i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the  
1112 participant  
1113 ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's  
1114 personal, non-commercial use  
1115 iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being  
1116 offered through the VOW  
1117 iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in  
1118 connection with the Registrant's consideration of the purchase or sale of an individual property  
1119 v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the  
1120 MLS database  
1121
- 1122 e. The terms of use agreement may not impose a financial obligation on the Registrant or create any  
1123 representation agreement between the Registrant and the participant. Any agreement entered into at any  
1124 time between the participant and Registrant imposing a financial obligation on the Registrant or creating  
1125 representation of the Registrant by the participant must be established separately from the terms of use,  
1126 must be prominently labeled as such, and may not be accepted solely by mouse click.  
1127
- 1128 f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their  
1129 duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS  
1130 rules and monitoring display of participants' listings by the VOW. The agreement may also include such  
1131 other provisions as may be agreed to between the participant and the Registrant.  
1132

#### 1133 **Section 18.4**

1134 A participant's VOW must prominently display an e-mail address, telephone number, or specific  
1135 identification of another mode of communication (e.g., live chat) by which a consumer can contact the  
1136 participant to ask questions or get more information about any property displayed on the VOW. The  
1137 participant or a non-principal broker or sales licensee licensed with the participant must be willing and able  
1138 to respond knowledgeably to inquiries from Registrants about properties within the market area served by  
1139 that participant and displayed on the VOW.  
1140

#### 1141 **Section 18.5**

1142 A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping,  
1143 and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate  
1144 security protection such as firewalls as long as this requirement does not impose security obligations greater  
1145 than those employed concurrently by the MLS.  
1146

1147 **Note:** MLSs may adopt rules requiring Participants to employ specific security measures, provided that any  
1148 security measure required does not impose obligations greater than those employed by the MLS.

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**Section 18.6**

- 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 e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- b. A participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

**Seller Opt-out Form**

- 1. 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 goes off the market, whichever is greater.

**Section 18.7**

- a. Subject to Subsection b., below, a participant’s VOW may allow third-parties:
  - i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants’ websites. Subject to the foregoing and to Section 18.8, a

1197 participant's VOW may communicate the participant's professional judgment concerning any listing. A  
1198 participant's VOW may notify its customers that a particular feature has been disabled at the request of the  
1199 seller.

1200  
1201 **Section 18.8**

1202 A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments  
1203 from the listing broker about the accuracy of any information that is added by or on behalf of the participant  
1204 beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The  
1205 participant shall correct or remove any false information relating to a specific property within forty-eight  
1206 (48) hours following receipt of a communication from the listing broker explaining why the data or  
1207 information is false. The participant shall not, however, be obligated to correct or remove any data or  
1208 information that simply reflects good faith opinion, advice, or professional judgment.

1209  
1210 **Section 18.9**

1211 A participant shall cause the MLS listing information available on its VOW to be refreshed at least once  
1212 every three (3) days.

1213  
1214 **Section 18.10**

1215 Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS<sup>®</sup> VOW policy, or in any  
1216 other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any  
1217 portion of the MLS listing information to any person or entity.

1218  
1219 **Section 18.11**

1220 A participant's VOW must display the participant's privacy policy informing Registrants of all of the ways  
1221 in which information that they provide may be used.

1222  
1223 **Section 18.12**

1224 A participant's VOW may exclude listings from display based only on objective criteria, including, but not  
1225 limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing  
1226 broker, and whether the listing broker is a REALTOR<sup>®</sup>.

1227  
1228 **Section 18.13**

1229 A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its  
1230 intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS  
1231 participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable  
1232 MLS rules or policies.

1233  
1234 **Section 18.14**

1235 A participant may operate more than one VOW himself or herself or through an AVP. A participant who  
1236 operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her  
1237 behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and  
1238 accountability of the participant.

1239  
1240 **Section 18.15**

1241 A participant's VOW may not make available for search by or display to Registrants any of the following  
1242 information:

- 1243 a. expired, withdrawn, or pending ("under contract") listings
- 1244 b. the compensation offered to other MLS participants
- 1245 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

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

### **Section 18.16**

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 18.17**

A participant shall cause to be placed on his or her VOW a 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 18.18**

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

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

### **Section 18.19**

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

### **Section 18.20**

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

*(Adopted 1/21/09)*

## **Lockbox Key Entry Systems**

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**Section 19.1 Definition:** A lock box is a container affixed to property containing a device to gain access to the property being marketed by a participant in the MLS. Participants in the MLS or their salespersons (and licensed or certified appraisers affiliated with the participants) are authorized under certain conditions to open these lock boxes under terms specified by the listing broker. Cooperating brokers and sales licensees, whether functioning as subagents of the listing broker or as agents of potential purchasers, must contact the listing broker to disclose their agency status and to arrange appointments to show listed property even if the property

1295 has a lock box affixed to it unless the listing broker has given specific permission (through information  
1296 published in the MLS or otherwise) to show the property without first contacting the listing broker.  
1297  
1298

1299 **Section 19.2 Lock Box Security Requirements**

- 1300 1. Any key, programmer, or other device (hereinafter referred to as key) by which a lock box can be  
1301 opened shall be nonduplicative. By nonduplicative it is not meant that the key is necessarily covered  
1302 by a current patent but that it cannot be readily copied in the manner that other types of keys ordinarily  
1303 are.  
1304 2. Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems  
1305 or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, information  
1306 shall be obtained from the original manufacturer to determine whether the key's pattern, code, or  
1307 configuration is already in use by other associations, multiple listing services, or other users in the  
1308 vicinity. Surrounding associations and multiple listing services shall also be contacted to determine  
1309 whether the key's pattern, code, or configuration is currently in use.  
1310 3. The lock box system is an activity of Capital Area Technology & REALTOR® Services, Inc. and as  
1311 such, every MLS participant and every non-principal broker, sales licensee and licensed or certified  
1312 appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be  
1313 eligible to hold a key subject to their execution of a lease agreement with the lockbox vendor.  
1314 4. The MLS charges keyholders with the obligation of immediately reporting lost, stolen, or otherwise  
1315 unaccountable for keys to the association. Upon receipt of notice, the MLS shall take any steps  
1316 deemed necessary to resecure the system.  
1317

1318 **Section 19.3 Refusing Service**

1319 CATRS may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse  
1320 to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in  
1321 the determination of the association or MLS, relates to the real estate business or puts clients, customers, or  
1322 other real estate professionals at risk.  
1323

1324 CATRS may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to  
1325 their conviction for any felony or misdemeanor which, in the determination of the association or MLS, relates  
1326 to the real estate business or which puts clients, customers, or other real estate professionals at risk.  
1327

1328 Factors that can be considered in making such determinations include, but are not limited to:

- 1329 • the nature and seriousness of the crime  
1330 • the relationship of the crime to the purposes for limiting lock box access  
1331 • the extent to which access (or continued access) might afford opportunities to engage in similar criminal  
1332 activity  
1333 • the extent and nature of past criminal activity  
1334 • time since criminal activity was engaged in  
1335 • evidence of rehabilitation while incarcerated or following release and  
1336 • evidence of present fitness  
1337

1338 No one shall be required to lease a key from the association except on a voluntary basis.  
1339  
1340

1341 **Section 19.4** Lockbox Use  
1342 Lock boxes may not be placed on a property without written authority from the seller. This authority may be  
1343 established in the listing contract or in a separate document created specifically for the purpose.  
1344  
1345 It is against MLS Rules to lend a key to someone or to borrow anyone's key. There is no circumstance that  
1346 this is allowed. The lender and the borrower are each subject to an automatic \$500 FINE for each instance of  
1347 this violation.  
1348  
1349 If you lose your key or cannot get it to work, you can ask another keyholder to go with you to the showing or  
1350 call one of the designated members who has in their possession, a LOANER KEY. A list of the current  
1351 members in possession of a loaner key is available from the CATRS office. (Adopted 10/6/2009)