



# Multiple Listing Service Rules and Regulations

Revised March 23, 2012

**Brunswick County Association of REALTORS®**  
**MLS Rules & Regulations**  
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**BRUNSWICK COUNTY ASSOCIATION OF REALTORS®  
MULTIPLE LISTING SERVICE RULES AND REGULATIONS  
ADOPTED AUGUST 2000  
REVISED AUGUST 29, 2011**

**Authority and Purpose.**

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

## **Listing Procedures.**

**Section 1 - Listing Procedures:** Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of the Multiple Listing Service, and are taken by Participants on an exclusive right to sell or exclusive agency listing form, shall be entered into the Multiple Listing Service within 48 hours (excluding holidays and weekends) after all necessary signatures of seller(s) have been obtained, including a picture of main view of property should be uploaded within 72 hours:

- Single family homes for sale or exchange
- Vacant lots and acreage for sale or exchange
- Two-family, three-family, and four-family residential buildings for sale or exchange
- Time Shares

\*\* Commercial & Industrial buildings, land and/or lots may be listed but are not required \*\*

The multiple listing Service shall require the use of its standard Computer Input Form. The participant may choose to utilize his/her own listing contract form provided the listing is of a type accepted by the Service. However, the multiple listing Service, through its legal counsel:

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

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

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing Service.

The different types of listing agreements include:

- exclusive right to sell
- exclusive agency
- open
- net

The Service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.

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

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished in the remarks section, when entered in the Service Computer from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations.

Co-Exclusive listings will not be accepted when one listing broker is a REALTOR® and a participant in the MLS and the other listing broker is not a participant in the MLS, even if the latter holds REALTOR® membership in another board. However, if both listing brokers are participants in the MLS, co-exclusive listings will be accepted.

A Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that a Multiple Listing Service must accept every type of listing. The Multiple Listing Service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its Service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Multiple Listing Service.

A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings.

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

- Residential
- *Long Term Residential income*
- *Timeshares or any listing governed by the NCREC Time share rules*
- Subdivided vacant lot
- Vacant Land and Farm
- Motel-hotel
- Mobile homes
- Mobile home parks
- Commercial & Industrial

**Section 1.1.1 - Listings Subject to Rules and Regulations of the Service:** Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the rules and regulations of the Service upon signature of the seller(s). Further, all company web sites which use Service data must comply with all rules for IDX Websites.

**Section 1.1.2 - Multi Family:** Multi-Family is defined as 2 or more dwelling units sharing common walls and possibly ceilings and floors (or a duplex or larger). Properties classified as Multi Family in the Service shall only be those where the entire building is for sale. If listing one-half (or one unit of) shall be listed as single family and annotated in the public remarks that listing is individual unit of a multi-family dwelling.

**Section 1.2 - Detail on Listings Filed with the Service:** A listing agreement or property data form, when entered into the Service computer by the listing broker, shall be complete in every detail, which is ascertainable as specified on the property data form.

Participants/REALTOR Subscribers who do not complete every detail, which is ascertainable, are subject to fines as specified in **Data Compliance Assurance Policy** attached to these Rules. Further, no agent or company information such as phone numbers, hyperlinks to websites, talking ads, email address, etc, or offers of compensation of any type shall be placed in fields where the public might see them such as the “Marketing Remarks” or “Directions to Property” fields. MLS Teams may list the primary contact agent name and phone number in Agent Only remarks provided that the agent is a Participant/Subscriber of the BCAR MLS. Under no circumstances will private codes be entered or allowed anywhere in the BCAR MLS listing (including the PRIVATE REMARKS field). These codes are, but are not limited to: Gate Codes, Security Systems, Non-BCAR Lockboxes, etc.

Commercial listings may be entered but held as confidential. Address street name would be entered as *Confidential St.*; city where listing is located must be selected. PID number and Photos would not be mandatory for commercial confidential listings. Marketing remarks must state “CONFIDENTIAL LISTING”.

Photos are mandatory, **except when a seller has expressly directed that photographs of their property not appear in the MLS**, for every property type except land listings; however, photos shall not have information that identifies the agent or the company nor shall business card images and the like be added to the photo fields. The MLS Staff is authorized to remove any photo from the MLS that has a legible real estate sign. The Service incorporates “A Guideline for MLS Photos” attached to these Rules and Regulations.

The reported square footage for all properties shall be measured in accordance with the North Carolina Real Estate Commission’s guidelines that are incorporated by this reference and attached as ***Residential Square Footage Guidelines***.

Addresses must be entered using the city and zip codes as provided by the County tax data.

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

- 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 sellers.
- 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).
- Advise the seller(s) as to the merits of offers to purchase.
- Assist the seller(s) in developing, communicating, or presenting counter-offers.
- Participate on the seller(s) behalf in negotiations leading to the sale of the listed property.

will be identified by choosing “Limited Service Listing” in the Agreement Type field in MLS so potential cooperating brokers will be aware of the extent of the Service 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 Listing:** Listing agreements under which the listing broker will not provide any of the following Services:

- 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 sellers.
- 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).
- Advise the seller(s) as to the merits of offers to purchase.
- Assist the seller(s) in developing, communicating, or presenting counter-offers.
- Participate on the seller(s) behalf in negotiations leading to the sale of the listed property.

will be identified by choosing “Entry Only” in the Agreement Type field in MLS so potential cooperating brokers will be aware of the extent of the Service 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 1.2.3 - Fractional Ownership:** All listings that can be considered fraction/partial/co-ownership shall be listed in the Time Share property types as defined by the North Carolina Real Estate Commission.

**Section 1.2.4 - Assignment of Future Interest:** When the seller of the property does not hold title, but seller’s purchase agreement allows for an assignment and has a contract to receive title on the property, the Participant must input in the Marketing Remarks in ALL CAPS, first word in field **SUBJECT TO ASSIGNMENT**.

**Section 1.2.5 - Foreclosure Defined:** Foreclosure is a process and should only be selected if the listing is in the foreclosure process. Foreclosure begins with the filing of a notice of hearing with the clerk of court’s office and ends when a bank/corporation takes ownership. Once the listing has been foreclosed and is “bank owned” the field of Bank Owned should be selected.

**Section 1.2.6 - Boat slips:** If any types of boat slips have a separate PID, a separate entry in the MLS must be made for list or sale.

**Section 1.2.7 – Auction Listings:**

(a) Auction listings entered into the MLS system shall be clearly identified as Auction Listings by selecting Auction = YES in MLS listing input, and shall specify the seller's minimum bid price, whether the auction is being conducted with or without the seller's right of reservation, the time, place and date of the auction, the procedures by which Participants or Subscribers shall register their representation of a potential bidder at the auction, the compensation to be paid to the Participant or Subscriber representing the successful bidder, the time or manner in which potential bidders may arrange to inspect the listed property, and any other information that is material to rules or procedures by which the auction will be conducted.

(b) If the seller will accept a purchase offer prior to the scheduled auction, the Auction Listing shall specify, in addition to all of the information in Section 1.2.6 (a), a List Price, and the cooperative compensation to be paid to the cooperating Participant in the event of a pre-auction sale. The listing Participant must further indicate clearly and conspicuously in the Remarks Section that: (1) the property is available for showing, (2) purchase offers may be submitted for acceptance prior to the scheduled auction, and any time limitations applicable to the submission or consideration of such offers prior to the auction, and (3) if a purchase offer is accepted prior to, or on the date of, the scheduled auction, the auction of the property will be cancelled.

(c) If a listing Participant or a seller of an active listing in the MLS system subsequently places the listed property for auction with an auctioneer who is not a Participant in the MLS, the listing Participant shall either (1) change the status of the listing to an auction listing in compliance with the provisions of Section 1.2.7(a) if the property remains listed with the Participant during the period the property is subject to auction, or (2) withdraw release the listing in the MLS system if the listing Participant's listing has been suspended or cancelled by reason of the auction and, as a result, the Participant has no control over the listing and no compensation is offered by the Participant. Any change of status of a listing must be entered within 24 hours as specified in Section 1.4.

**Section 1.3 - Exempted Listings:** If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing ("office exclusive") and such listing agreement shall be filed with the Service but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Service. The Participant must select "No" in the Publish to Internet field in the MLS for the listing to be exempt.

**Section 1.4 - Change of Status of Listing:** Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be entered into the Service computer within twenty-four (24) hours (excepting weekends, and holidays) after the authorized change is received by the listing broker.

**Section 1.5 - Withdrawal of Listing Prior to Expiration:** Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the Service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal in writing.

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 or her exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller.

**Section 1.5.1 - Extension and Renewal of Listings:** Any renewal or extension of a Participant's listing filed with the system fewer than 30 calendar days after the expiration date of the original listing shall be treated as an existing listing except when re-listing within a company.

**Section 1.6 - Contingencies Applicable to Listings:** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

**Section 1.7 - Listing Price Specified:** The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction. Listing price shall only be the price of the real property to be conveyed. This price CANNOT INCLUDE golf memberships, furniture, or other non-real property.

**Section 1.8 - Listing Multiple Unit Properties:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form except when the property is located in a subdivision owned by a single entity. The Service Participant may group improved or unimproved properties on ONE Property Data Form indicating multiple properties are available in the "Marketing Remarks" section. When part of a listed property has been sold, proper notification should be given to the Multiple Listing Service.

Example 1: A new subdivision has 31 lots – 5 are priced at \$20,000, 12 are priced at \$50,000 and 15 are priced at \$100,000. You may choose to have only three Listings in the Service with the number or lots available showing in the "Marketing Remarks".

Example 2: A new subdivision has 25 lots with a variety of prices, the lowest being \$20,000 and the highest being \$100,000. You may place the lowest lot on one Listing and the highest on another Listing. In the "Marketing Remarks" of each, you must specify that there are lots available with the price range of \$20,000 to \$100,000.

NOTE: You MUST submit a lot as Under Contract and you must modify the Active Listing (example instead of 25 lots available, there are now 24 available) each time a lot is placed Under Contract. At this point, you will have to enter a new listing in the system, and then mark that listing as Pending. Failure to do both would be a violation of the Rules.

**Section 1.8.1 - Multiple Listings for One (1) Property:** Multiple entries of a single property are permitted in the MLS. It is the participant's responsibility to create all listings requested for the property. The participant will submit one listing to the service and all subsequent listings will be saved as incomplete. The participant must contact the Association Office to submit all other listings to the service. These listings will be managed by the Association Office at a fee as to be determined from time to time by the MLS Committee. The listing that best represents the intent of the future use of the property will be the listing marked as SOLD. All other listings will be removed from the service.

**Section 1.8.2 - New Home Community (lot home package) Photos and Listings** - A listing (or listings) may be entered into the MLS, in the single family property type, that best represents home(s) available for sale. At the time of contract for the type of home to be built on a specific lot, a new listing must be entered into the MLS, including all details, with a status of Pending. An artist rendering or a photo of a similar home may ~~must~~ be used as a primary photo until actual photo can be obtained.

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

**Section 1.10 - Expiration of Listings:** Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless renewed by the listing broker and notice of renewal or extensions is entered into the Multiple Listing Service prior to expiration.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and entered into the Service Computer.

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

**Section 1.12 - Jurisdiction:** Only listings of the designated types of property located within the counties of Brunswick, Bladen and Columbus are required to be submitted to the Service. Listings of property located outside the MLS's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service.

**Section 1.13 - Listings of Suspended Participants:** When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS Services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his/her clients.

**Section 1.14 - Listings of Expelled Participants:** When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association

bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective.. If a Participant has been expelled from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Association MLS is not obligated to provide MLS Services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his/her clients.

**Section 1.15 - Listings of Resigned Participants:** When a Participant resigns from the MLS, the MLS is not obligated to provide Services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of resigned Participant's listings from the MLS, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his/her clients.

## **Selling Procedures.**

**Section 2 - Showings and Negotiations:** 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 or auctioneer 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 auctioneer or his representative; however, the listing broker or auctioneer, 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 and Counter-offers:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

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

**Section 2.5 – Disclosure of Foreclosure and Bank Owned Property:** Participants must disclose if a listed property is in the foreclosure process (by indicating Foreclosure in Stipulation of Sale field) or Bank Owned (by indicating Bank Owned in Stipulation of Sale field).

**Section 2.5.1 - Reporting Active Due Diligence, Active Contingent, Pending & Sales to the Service:** Status changes, including final closing of sales and sales prices, must be reported to the Multiple Listing Service by the listing broker within 72 hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report the accepted offers and prices, to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker.

The listing Participant must report any pending sale subject to a contingency according to the following:

- a) If the contract is contingent upon the buyer selling a property not currently under contract, the status changes to Active Due Diligence.
- b) If the contract created is in the Due Diligence period (as stated in Form 2T or 12T) Preconstruction Evaluation Period (as stated in Form 800T) the status must be changed to Active Due Diligence.
- c) If the contract created uses the Short Sale Addendum or is for a Bank Owned property the status changes to Active Contingent Other.

**Once the contingency is removed under a, b, or c above the status must be changed to Pending.** *Final walk through does NOT define a contingency.* Pending is defined as the end of the Due Diligence period and/or all contingencies are satisfied (i.e. appraisal, financing, home inspections, termite inspection, survey, etc)-

Participant's who do not complete this requirement are subject to a penalty of losing MLS access for the entire firm, provided that the recipient of such sanction may request a hearing in accordance with the provisions of Section 9 and Section 9.1 of these rules.

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

**Note 2:** In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.

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

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

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

**Note 3:** As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records.)

**Section 2.6 - Reporting Resolutions of Contingencies:** The listing broker shall report to the Multiple Listing Service within twenty-four (24) hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled.

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

**Section 2.8 - Reporting Cancellation of Pending Sale:** The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale, and the listing shall be reinstated immediately.

**Section 2.9 - Disclosing the Existence of Offers:** Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller’s approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether

offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

**Section 2.10 - Availability of Listing Property:** Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

## **Refusal to Sell.**

**Section 3 - Refusal to Sell:** If the seller of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

## **Prohibitions.**

**Section 4 - Information for Participants Only:** Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker.

**Section 4.1 - "For Sale" Signs:** Only the "For Sale" sign of the listing broker may be placed on a property.

**Section 4.2 - "Sold" Signs:** Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

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

**Note 1:** This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with the Service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

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

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

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

**Section 4.4 - Use of the Terms MLS and Multiple Listing Service:** No MLS Participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their email addresses, their website address, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under the MLS rules to provide to clients or customers is available on their websites or otherwise.

**Section 4.5 - Advertising:** The Multiple listing Service is not a “selling organization” – and it cannot be. It is a facility to make listing information available to its Participants. There should be no reference to “selling” in connection with it. Therefore no contact information may be included in the remarks section of any listing.

**Section 4.6 - Pictures & Virtual Tours:** The main view picture must be an exterior view of the home. For a commercial listing, a picture of the building is required (except when commercial listing is marked confidential). No logos, company signage or contact information may appear in any listing photos or virtual tours. If additional photos, other than main photo, are NOT of subject property, they must be clearly described in Pictures Comments section of the Service.

Photos may NOT be copied from existing listings regardless of the listing status (Active, Active Contingent, Withdrawn, Withdrawn Release, Expired, Pending, or Sold). Permission must be granted from the original photographer for use of a photograph.

Main photo for LAND listings is not required; if photo entered it must be of subject property, copy of the tax plat, survey or aerial photo with property clearly and accurately defined. If additional photos entered are NOT of subject property, they must be clearly described in Pictures Comments section of the Service.

If any picture or virtual tour is in violation of the rules, the Association Staff has the authority to remove it from the service. The Participant will be notified of removal and if subject picture or tour added back to the service, a fine will be rendered.

**Section 4.7 - Comparables:** The sale of real property not previously listed in the MLS with buyer representation may be entered for inclusion in the MLS. (NOTE: Sale of house without transfer of land is NOT considered a comp). Listings must be marked as UNLISTED SOLD in the MLS and entered as Active, changed to Pending and then changed to Sold. Actual sold date must be noted in the Market Remarks section. Listing Agent and Listing Office must be entered using the listing agent ID of UNLISTED and the listing office ID of UNLISTED. New Participants joining the MLS are permitted to enter their calendar years sales as unlisted sold, but must indicate sales date in Marketing Remarks. Comparable listings are subject to all terms and conditions of the MLS Rules and Regulations.

**Section 4.8 - Mixed Case and All Caps:** All text entry fields (including but not limited to; Marketing Remarks, Agent Only Remarks) must be entered in mixed case except where otherwise notes in the Rules & Regulations that it is mandatory that ALL CAPS must be used.

**Section 4.9 - Transfer of Listings:** Transferring of listings within the MLS when there is a new office affiliation is allowed. (Transferring of lockboxes, when approved by both Participants will be allowed).

**Section 4.10 - Outside Contact Information:** Outside contact information is prohibited in Marketing Remarks (including but not limited to mention of Financial Institution, Mortgage Company, etc.).

**Section 4.11 - Removal of Prohibited Items:** The Association Staff has the authority to remove any prohibited items from an MLS listing including but not limited to items in the Marketing Remarks section, photos, or virtual tours.

## **Compensation to Cooperating Brokers.**

**Section 5 - Cooperative Compensation Specified on Each Listing:** The listing broker shall specify, on each listing entered into the Service computer, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule.

**Section 5.1 - Form of Indicating Compensation:** In filing a property with the Service, the Participant of the Service is making blanket unilateral offers of compensation to the other Service Participants, and shall, therefore, specify on each listing filed with the Service, the compensation being offered to the other Service Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. The listing broker must indicate cooperating compensation in the form of a percentage of the gross selling price, a percentage of the net selling price, or a definite dollar amount. In the event the offer is a percentage of the net selling price, the listing broker must place the following note in the Agent Only field: **Compensation paid on net selling price.** The offered compensation must be greater than zero. The listing broker retains the right to determine the amount of compensation offered to other Participants acting as subagents or buyer agents, which may be the same or different. The listing broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their Services with respect to any listing by advance published notice to the Service so that all Participants will be advised.

**Section 5.2 - Net Selling Price Defined:** "Net selling price," for purposes of these rules, mean the gross selling price less each of the following, if paid by the seller:

- Any portion of buyer's financing, prepaid, and closing costs
- Repairs or improvements if made before closing

**No other amounts may be deducted from the gross selling price for the purposes of calculating the net selling price.**

**Section 5.3 - Superseding Offers of Compensation:** The listing broker may offer any Service Participant compensation other than the compensation indicated on any listings published by the Service provided the listing broker informs the other broker in writing in advance of submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed in one of the forms permitted in Section 5.1. Nothing in these MLS rules precludes a listing Participant and a cooperating Participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction; such a bilateral agreement may include additional conditions for compensation.

**Section 5.4 - Court Approval:** When a listing broker's listing contract is subject to court approval, the listing broker must communicate the potential reduction of commission by placing the following language in the Agent Information field: **Court may reduce commission.** Cooperating brokers should contact the listing broker to determine all of the facts prior to accepting the offer of compensation. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they produce an offer that ultimately results in a successful transaction.

**Section 5.5 - Short Sales:** A "Short Sale" is a sale where: (i) the Purchase Price is or may be insufficient to enable Seller to pay the costs of sale, which include but are not limited to the Seller's closing costs and payment in full of all loans or debts secured by deeds of trust on the Property due and owing to one or more lender(s) and/or other Lienholders ("Lienholders"), (ii) Seller does not have sufficient liquid assets to pay the costs of sale, and (iii) the Lienholders agree to release or discharge their liens upon payment of an amount less than the amount secured by their liens with or without the Seller being released from any further liability Participants must disclose potential short sales when reasonably known to the listing participants, by selecting Short Sale=YES in listing input form. When disclosed, participants must advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales must be communicated through Agent Only "remarks" available only to participants and subscribers.

**Section 5.5.1 - Short Sale Listing Status:** When seller has accepted an offer and waiting on bank approval, the property is considered under contract, with a contingency and the status must be changed to Active Contingent Other.

**Section 5.6 - Gross Commission Not Disclosed:** The listing broker is prohibited from disclosing in the MLS the amount of total negotiated commission in his listing contract, and the Service shall not publish the total negotiated commission on a listing which has been submitted to the Service by a Participant. The Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

**Section 5.7 - MLS Does Not Establish or Recommend Cooperating Compensation:** The Service does not recommend or establish the amount of compensation listing brokers pay to cooperating brokers in the Service; nor does the Service establish or recommend the amount or terms of compensation

paid by Participants to nonparticipants. These decisions are solely the responsibility of the listing broker.

**Section 5.8 - Listing Broker's Obligation to Pay Excused in Certain Circumstances:** The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through the Service would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

**Section 5.9 - Participant as Principal:** If a participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

**Section 5.9.1 - Disclosure of All Types of Interest:** Participant must disclose all types of interest in a listing (either self or family/relation) by entering in Marketing Remarks "**Broker has interest or is related to owner of subject property**".

**Section 5.10 - Participant as Purchaser:** If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

**Section 5.11 - Dual or Variable Rate Commission Arrangements:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by choosing Variable Rate Commission=YES. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction, or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

## **Service Charges.**

**Section 6 - Service Fees and Charges:** The following Service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

- (a) **Initial Participation Fee:** An applicant for participation in the Service shall pay an application fee in such amount as from time to time prescribed by the Board of Directors.

Participation fee shall be reduced if applicant for participation in the MLS is replacing a Participant in an existing active MLS office.

- (b) **Recurring Participation Fee:** The participation fee of each Participant shall be an amount as from time to time prescribed by the Board of Directors in addition to an amount from time to time prescribed by the 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. Use of and access to the service is defined as anyone who has been assigned a personal login and password to the MLS. In addition, a fee as established by the Board of Directors will be charged for each unlicensed staff member requiring access to the Multiple Listing Service. Payment of all such fees shall be made on or before the specified due date as established by the multiple listing Service. Fees shall be prorated on a monthly basis.
- (c) **Initial Fee:** An initial fee as from time to time prescribed by the Board of Directors, MLS Committee or Budget Committee for Services such as on-line forms, electronic equipment for access lockboxes, etc. may be imposed for a Subscriber who desires such Services. Such fee(s) are non-refundable and must be paid prior to gaining access to the Service.
- (d) **Listing Fee:** A participant may be required to pay a listing fee as from time to time established by the Board of Directors.

Participants shall pay a fee for each non-REALTOR® licensee attending the Service orientation program in such amount as established by the Board of Directors.

The MLS does not refund monies when a Subscriber or Participant resigns or is terminated.

**Section 6.1 - Requests for Change in Billing Amounts:** Participants shall notify the staff in writing within three business days when a Subscriber is no longer affiliated with them. If the Subscriber holds a broker or provisional broker's license, then a copy of the notification sent to the North Carolina Real Estate Commission must be included in the written notification. If the Subscriber is licensed or certified as an appraiser, a copy of the notification sent to the North Carolina Appraisal Board must be included in the written notification.

## **Compliance with Rules.**

**Section 7 - Compliance with Rules:** 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 this 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 durations
- 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 7.1 - Compliance with Rules:** The following action may be taken for noncompliance with the rules:

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

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

**Section 7.2 - Courtesy:** Participants and Subscribers when showing property on which a lock box is used are requested to leave their business card at the property.

**Section 7.3 - Lock Boxes:** The Lock Box system is an activity of the Association owned and operated Multiple Listing Service, every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS Participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS. Home Inspectors and Termite Inspectors are also eligible to hold a key subject to their execution of a lease agreement that shall be signed by the principal, partner, or corporate officer of key holder's firm if not the individual requesting use of the system.

The lock boxes are the property of the Service. Each MLS firm is responsible for maintaining up-to-date records of the location of each lock box leased to them. Further:

1. Lockboxes are issued only to the Principal of the Firm.
2. For 20 or more listings, lockboxes will be allocated at 110% of the eligible listings (active and active contingent statuses only, residential, multifamily properties for sale only and office exclusive listings). For firms with nineteen (19) listings or less, allocation will be one (1) more than eligible listings.
3. The serial number and location of each lock box must be entered into the MLS system.
4. Return of Lockboxes: A firm must return lockboxes within one week of notice from the Association Office. If lockboxes are not returned within the one-week deadline, a charge, based on the current replacement cost, per box will be assessed to the firm, plus loss of MLS access for the entire firm.
5. Lockboxes must be cleaned before returning them to the Association Office. Reasonable effort shall be made to remove dirt, grime, mold, etc, wear and tear excepted. A \$25 per box cleaning charge will be assessed if not returned cleaned.
6. Transfers of lock boxes from one Participant to another are permitted after notification in writing to Association.
7. A MLS Participant may purchase one Lock Box per office to secure a common "Drop Box" for after-hours access by Subscribers.
8. Unauthorized use of lock boxes including their use on rental property not for sale, personal use by Participants and Subscribers will be subject to an automatic penalty of a \$100.00.
9. Lost or stolen lock boxes shall be reported immediately to the Association Office. Participant will be charged the current replacement cost of a lost or stolen lock box. A copy of a filed police report must be provided to the Association Office.
10. It is the Firms responsibility to remove "jammed or malfunctioning" lock boxes from a property at their expense. The Association will replace lock box upon return to Association Office.
11. An audit of a firm's lockboxes may be conducted at least annually. Excess lock boxes must be returned to the Service immediately upon request. If the firm cannot produce or show location of the boxes, the firm will be billed for the missing boxes.

**Section 7.4 - Supra ActiveKeys and eKey:** Supra Keys are **LEASED** to members with a joint obligation by the Participants. Each ActiveKey or eKey holder may possess only one Key at a time. The sharing of Super Keys with an unauthorized user of the BCAR Supra System for any reason is prohibited. Lost, stolen, otherwise unaccountable keys must be reported immediately to the Association Office. Lost, stolen, or otherwise unaccountable keys shall be replaced at a price as determined by current replacement cost. Key holders/firms who violate this rule may be assessed a penalty as determined by the MLS Committee. Further:

1. The Key has an update code that expires daily to prohibit further use of the Key until a new current update code is obtained from Supra or the MLS and entered into the Key. Update codes shall be issued only to Keyholders in good standing with the MLS. A Keyholder is in good standing if he or she is in full compliance with all obligations related to the Service, including, without limitation, the terms of these Rules and Regulations.

2. It is necessary to maintain the security of each Key and the Personal Identification Number (“PIN”) of each Key to prevent the use of the Key by unauthorized persons. Each party in possession of a Key, whether such Key is being actively used or not, shall abide by the following conditions:
  - a. to keep the Key in such party’s possession or in a safe place at all times
  - b. not to allow the PIN for the Key to be attached to the Key for any purpose whatsoever or to be disclosed to any third party
  - c. not to lend or otherwise transfer the Key to any other person or entity, or permit any other person or entity to use the Key for any purpose whatsoever, whether or not such other person or entity is a real estate broker or salesperson
  - d. not to assign, transfer or pledge the key
  - e. not to destroy, alter, modify, disassemble or tamper with the Key or knowingly or unknowingly allow anyone else to do so
  - f. to notify the MLS immediately in writing of loss or theft of the Key and of all circumstances surrounding such loss or theft
  - g. to pay in full for any lost or stolen Key or cradle
  - h. to follow all additional security procedures as specified by the MLS
  - i. to safeguard the code for each Lock Box from all other individuals and entities whether or not they are authorized users of the Service.
3. Before a Lock Box is installed or used on any piece of real property, the prior written authorization to install or use a Lock Box must be obtained from the property owner. Extreme care shall be used to ensure that all doors to the listed property and the Lock Box are locked. All owners and/or tenant(s) of real property shall be informed that the Lock Box is not designed or intended as a security device.
4. Each Keyholder acknowledges that the use of the Service is also subject to the terms and conditions of the Supra Administration Agreement and that failure of Supra or the MLS to perform any of their respective obligations under the administration agreement may detrimentally affect such party’s use of the Service. Each Keyholder expressly waives any right to exercise any right or remedy arising under, relating to or by virtue of any default by any person under the administration agreement and/or under any other agreement executed and delivered in connection with the use or leasing of the Service. Each Keyholder further acknowledges and agrees that the MLS may exercise any remedies any of them may have under the administration agreement.
5. Each party using a Key, Lock Boxes or the Service hereby acknowledges that neither the Service, the Lock Boxes nor the Keys, nor any other SUPRA product used in connection with the Service is a security system. The Service is a marketing convenience key control system, and as such, any loss of Keys or disclosure of Personal Identification Numbers compromises the integrity of the Service and each party agrees that it will use its best efforts to ensure the confidentiality and integrity of all components of the Service.
6. The staff is authorized to grant REALTORS® cooperating access to the lockbox system of Coastal Carolina Association of REALTORS®. Cooperating access is granted for all users to Wilmington Regional Association of REALTORS®

7. A “team” may be assigned a Supra Key. One of the team members must have a key assigned to them first, then that key may be assigned to the team ID. By assigning a Supra Key to a team, it does NOT authorize all members of that team access to the team assigned Supra Key. Each member of a team that wishes access to the Supra Lockbox system must have their own Supra Keys. Sharing of keys under any circumstances is strictly prohibited. If a lockbox was accessed by a SupraKey assigned to a team, and it is determined that a member of the team that does NOT have a SupraKey accessed the lockbox, this will be considered a violation.

**Section 7.5 - Removal of Lock Boxes on Expired, Withdrawn or Sold Listings:** With the exception of model homes, if any expired, sold or withdrawn listing have lock boxes on the property for more than three business days after the expiration, closing, or withdrawal, the listing broker is to be notified and asked to remove the lock box. If the lock box is not removed, any Keyholder may call the Association, request shackle code, and return the box to the Association Office. A fine of \$100 shall be levied against the listing Participant.

**Section 7.6 - Unauthorized use of Key:** The loaning of Keys to an unauthorized user of the BCAR Supra System for any reason is prohibited. Key holders must secure their Key to prevent anyone from discovering their PIN number. Key Holders who violate this Rule shall be subject to fine as determined by the Board of Directors.

**Section 7.7 - Right to Suspend Use of SupraKey:** The Service may refuse to lease a lock box key, may terminate an existing key lease agreement, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

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

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

**Section 7.8 - Financial Penalty Not to Exceed \$15,000:** Notwithstanding the limitations established in the National Association of REALTORS® *Code of Ethics and Arbitration Manual* or in other National Association policy, multiple listing services operated as committees of associations of REALTORS® or as separate, wholly-owned subsidiaries of one or more associations of REALTORS® are authorized to impose financial penalties on participants or subscribers as discipline for violations of MLS rules or other MLS governance provisions not greater than fifteen thousand (\$15,000) dollars.

**Section 7.9 - Real Estate Transaction Standards:** The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provides a vendor neutral, secure approach to exchanging listing information between the broker and the MLS. In order to ensure that the goal of maintaining an orderly marketplace is maintained, and to further establish REALTOR®

information as the trusted data source, MLS organizations owned and operated by associations of REALTORS® will comply with the RETS standards by June 2009, and keep current with the standard's new versions by implementing new releases of RETS within one (1) year from ratification.

## **Meetings.**

**Section 8 - Meetings of MLS Committee:** The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

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

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

## **Enforcement of Rules or Disputes.**

**Section 9 - Consideration of Alleged Violations:** The Committee shall give consideration to all written complaints having to do with violations of the rules and regulations.

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

If, rather than conducting an administrative review, the MLS Committee has a procedure established to conduct hearings, the decision of the Multiple Listing Committee hearing tribunal may be appealed to the Board of Directors of the Association of REALTORS® within twenty (20) days of the Multiple Listing committee hearing tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Association's Grievance Committee for processing in accordance with the professional standards procedures of the Association, if the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Brunswick County Association of REALTORS®.

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

## **Confidentiality of MLS Information.**

**Section 10 - Confidentiality of MLS Information:** Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

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

**Section 10.2 - Access to Comparable and Statistical Information:** Only MLS Participants are entitled to receive statistical reports, sold information and other informational reports derived from the MLS.

## **Ownership of MLS Compilation\* and Copyright.**

**Section 11 Authorization and Authority:** By the act of submitting any property listing content to the MLS, the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

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

\* Licensed or certified appraiser as used hereinafter shall also include any other type of license or designation conferred by the appropriate state regulatory agency for the appraisal of real property including but not limited to Registered Trainee.

**Section 11.2 Access to Data:** Each Participant shall be entitled to access from the Brunswick County Association of REALTORS® any electronic data compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with access to the electronic data. The Participant shall pay the necessary fees set by the Association for each such access.<sup>a</sup>

Participants shall acquire by such access rights only the right to use the MLS compilation in accordance with these rules.

## **Use of Copyrighted MLS Compilation.**

**Section 12 - Distribution:** Participants shall, at all times, maintain control over and responsibility for each copy of and any access to any MLS compilation leased to them by the Association of REALTORS®, and shall not distribute any such copies or access to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Participants and their affiliated subscribers and staff may not transmit, retransmit, or provide any MLS compilation or means of access any MLS compilation in any manner to any other individual, office, or firm, except as expressly provided in these Rules. This section prohibits the sharing of all access methods, including without limitation user IDs, passwords, and physical authentication means (such as one-time password key fobs). Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by an Association Multiple Listing Service where access to such information is prohibited by law.

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

**Section 12.2 - Reproduction:** Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances.

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable\* number of single copies of property listing data contained in

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

\* It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation,

*Footnote continued on next page*

the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participant or their affiliated licensees, be interested.

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

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

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

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

## **Use of MLS Information.**

**Section 13 - Limitations on Use of MLS Information:** Use of information from MLS compilation of current listing information, from the Association's statistical report, or from any sold or comparable report of the Association or MLS for public mass-media advertising by an MLS Participant or in other public representations, may not be prohibited.

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

*Based on information from the Brunswick County Association of REALTORS® or its Multiple Listing Service for the period (date) through (date).*

how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

**Section 13.1 – Price Change Information:** Price change information is permitted in advertisements, including IDX display of other participants.

**Section 13.2 – Display of Days/Time on Market Information:** Days/Time on market information is not permitted on advertisement or IDX display.

## **Changes in Rules and Regulations.**

**Section 14 - Changes in Rules and Regulations:** Amendments to the rules and regulations of the Service shall be by a majority vote of the Members of the Multiple Listing Service Committee, subject to approval by the Board of Directors of the Brunswick County Association of REALTORS®. All mandatory updates from NAR will be automatically approved by the Board of Directors.

## **Orientation.**

**Section 17 - Orientation:** Any applicant for MLS Participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within the next two (2) times of Orientation being offered. after access has been provided. Failure to attend this orientation may result in suspension of MLS Service until completion of Orientation. WRAR MLS members do not have to attend BCAR MLS orientation, as long as same MLS vendor, with confirmation of previous MLS orientation with WRAR.

Participants and subscribers are required to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancement and/or changes to MLS rules or policies. Participants and subscribers will be given the opportunity to complete any mandated additional training remotely.

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

**Section 18 - IDX Defined:** IDX affords MLS participants the option of authorizing display of their listings on other participants' internet websites.

**Section 18.1 - Authorization:** Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download or frame the aggregated MLS data of other Participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

**Section 18.2 - Participation:** Participation in IDX is available to all MLS Participants engaged in real estate brokerage who consent to display of their listings by other Participants. Participants and non-principal brokers and sales licensees affiliated with participants desiring use of IDX must sign an agreement with the Association before implementation. The following rules apply in displaying other Participants active listings:

Listing may be placed on web sites of Participant's and on Non-principal Brokers and Sales licensees affiliated with participants.

Participants must indicate when inputting a listing to the MLS whether permission is given or is not given. Selecting "Yes" in the "Publish to Internet" field indicates permission and "No" indicated the seller has agreed to the withdrawal of listing. The MLS has the right to request a copy of the listing agreement in order to verify seller approval of withdrawal. If "No" is selected, the listing will appear on MLS but will NOT appear on ANY IDX feeds.

**Section 18.2.1 - Notification & Accessibility** Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

**Section 18.2.2 - Protection of IDX Information** MLS Participants may not use IDX provided listings for any purpose other than display on their websites. This does not require participants to prevent indexing of IDX listings by recognized search engines.

If IDX Participant suspects that ANY wrongful activity has occurred, the Participant must report the suspicion and any evidence to the Service immediately for investigation and action.

All violation notifications are sent to the Broker and the Subscriber and have three (3) business days to correct the violation. If violation not fixed within three (3) business days, a \$100 fine will be given and an additional 3 days to correct the violation. If violation not corrected within three (3) business days, the IDX feed is terminated and a reconnection fee may be charged.

**Section 18.2.3 - Listings & Listing Information Withheld** Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to , publicly-accessible Web sites or VOWs) shall not be accessible via IDX sites.

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

**Section 18.2.5 - Refreshing Data** Participants must refresh all MLS downloads and refresh all MLS data at least once every three (3) days.

**Section 18.2.6 – Distribution of Data** Expect as provided in these rules, an IDX site or a participant or user operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.

**Section 18.2.7 – Listing Firm Identification** When displaying listing content, a participant’s or user’s IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

**Section 18.2.8 – Comments/Blogging and Auto Valuations** Any IDX site that

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

shall disable or discontinue either or both of those features as to the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants’ websites. Except for the foregoing and subject to Section 18.2.9, a participant’s IDX site may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller.

(Adopted 11/09) M

**Section 18.2.9- Responsibility to Maintain Accurate Data** Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the IDX site. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 18.2.10** deleted February 2010

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

**Section 18.3.1 - Display Fields Permitted & Prohibited** Listing displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g. cooperative compensations, offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

**Section 18.3.1.1 - Listing Agreement Display** The type of a listing agreement (e.g. exclusive right to sell, exclusive agency, etc.) may not be displayed on IDX sites.

**Section 18.3.2 - Data Modification & Augmentation** Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of the MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

**Section 18.3.3 - Display of Listing Firm** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

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

**Section 18.3.6** Deleted November 2006

**Section 18.3.7 - Source of MLS Data Required** All listings displayed pursuant to IDX shall show the MLS as the source of the information.

**Section 18.3.8 - Display Disclaimer** Participants and their affiliated licensees shall indicate on their Web sites that IDX information is provided exclusively for consumer's personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability.

**Section 18.3.9 - Listing Display Quantity** The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer.

**Section 18.3.10 - Display of Other Participant's Listings** The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

**Section 18.3.11 - Co-Mingling of Data** Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLSs. Listings obtained from other sources (e.g. from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Where the member is a Participant in another MLS and chooses to aggregate all listings from all MLSs on the website, the Principal must provide written notice to the MLS at least two weeks prior to the display so that written confirmation may be obtained from the other MLS(s).

**Section 18.3.12 - Statuses Prohibited from Display** Display of expired, withdrawn, and pending listings is prohibited.

**Section 18.3.12.1 – Display of Sold Content** Display must include the listing office name and selling office name or the following disclaimer must appear on any page where sold content is displayed: “Properties reported may be listed or sold by various participants in the MLS”. Each of these items must be reasonably visible and legible to a website visitor, no tiny text or gray text on gray background. Text must appear in a type size equal to or greater than the median size used for listing data on the page. Sold content shall not contain fields of data not included in the data feed provided to IDX Participants. IDX recipients will be provided with sold content for the current year, plus previous 365 days. No IDX recipient shall display any sold content other than the current year plus the previous 365 days (although they may display less). All other Rules apply to the display of sold content.

**Section 18.3.13 - Items Prohibited from Display** Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s) and email address(es) is prohibited.

**Section 18.3.14 - Data Security** Participants are required to employ appropriate security protection such as firewalls, provided that any security measures required may not be greater than those employed by the MLS.

**Section 18.3.15 - Audit Trail** IDX operators must maintain an audit trail of consumer activity on the IDX site and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

**Section 18.4 - Service Fees and Charges:** Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. These fees can be established as consistent with this policy to collect from Participants, Subscribers, and third parties.

## **VOWs**

### **Section 19.1 - VOW Definitions**

**(a)** A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent,

operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

(b) As used in Section 19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.

(c) "Affiliated VOW Partner" ("AVP") refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 19 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

### **Section 19.2 - Participants Rights**

(a) The right of a Participant's VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX").

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

### **Section 19.3 - Participants Requirements**

(a) Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that

the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

**(iii)** The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

**(b)** The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

**(c)** If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

**(d)** The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

**i.** That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

**ii.** That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

**iii.** That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

**iv.** That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

**v.** That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

**(e)** The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

**(f)** The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS

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

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

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

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

**Section 19.6 - Unauthorized Display**

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

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

**Seller Opt-Out Form**

1. Please check either Option a or Option b
  - a.  I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
  - OR
  - b.  I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

---

initials of seller

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

**Section 19.7 - Comments/Blogging:**

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

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

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

**Section 19.9 - Refreshing Data:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

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

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

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

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

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

**Section 19.16 - Augmentation:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

**Section 19.17 - Disclaimer:** 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 19.18 - Listing Firm Identification:** A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

**Section 19.19 - Quantity of Listings to be Displayed:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 100 sold listings in response to any inquiry.

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

**Section 19.20 - Password Requirements:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

(Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.)

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

**Section 19.22 - Listing Source Identification:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 19.24 - License Agreement Signatures:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

## **Adoption**

**Adoption:** These MLS Rules and Regulations have been approved by the Association of Directors of the Brunswick County Association of REALTORS® on \_\_\_\_\_

\_\_\_\_\_  
Pete Frandano, President

\_\_\_\_\_  
Steve Candler, EVP

## Data Compliance Assurance Policy

As stated in **Section 1.2 - Detail on Listings Filed with the Service**: A property data form, when entered into the Service computer by the listing broker, shall be complete in every detail, which is ascertainable as specified on the property data form. Participants/REALTOR Subscribers who do not complete every detail, which is ascertainable, are subject to fines.

- **Fines are levied per field, not per listing.**
- **If compliance violation does NOT incur an automatic fine, the MLS Subscriber/Participant Member has five (5) business days by which to correct the data.**

COMPLIANCE ISSUE	CONSEQUENCE
Failure to change an ascertainable field after being notified to do so or to follow the Photo Guidelines, IDX Rules, or any other Rule violation. Inserting agent or company information such as phone numbers, hyperlinks to websites, talking ads, email addresses, private codes, etc., or offers of compensation of any type shall not be placed in fields where the public might see them such as the “Marketing Remarks” or “Directions to Property” fields. Failing to map a listing. Failing to enter the lot dimensions when they are easily found (NOTE: if not within the county tax data available on the MLS, agents have 5 business days to get that information). Entering private codes anywhere in the BCAR MLS listing (including the PRIVATE REMARKS field). These codes are, but are not limited to: Gate Codes, Security Systems, Non-BCAR Lockboxes, etc	\$50 2 <sup>nd</sup> notice  \$100 3 <sup>rd</sup> notice & listing withdrawal  4 <sup>th</sup> notice MLS, SupraKey & Lockbox suspension
Failure to enter a listing within 48 hours of seller’s written authorization unless the owner is absentee in which case entry must occur within 48 hours from the receipt of the seller’s written authorization. <b>Automatic-no email notice</b>	\$50
Failure to disclose a dual or variable commission rate in the MLS. <b>Automatic-no email notice</b>	\$50
Failure to report a property as: <ul style="list-style-type: none"> <li>▪ Active Contingent and/or the cancellation of a contingency status</li> <li>▪ Pending and/or the cancellation or resolution of a pending listing</li> <li>▪ Sold</li> </ul> within 72 hours. <b>Automatic-no email notice</b>	\$25
Failing to notice within five (5) business days when a licensee who is waived should no longer be waived, including unlicensed personnel who become actively licensed (whether by the NCREC or NCAB). <b>Automatic-no email notice</b>	\$100 or back MLS fees, whichever is more
Failing to remove a Lock Box within three (3) business days of listing’s expiration, withdrawal, or closing. <b>Automatic-no email notice</b>	\$100

COMPLIANCE ISSUE	CONSEQUENCE
Submission of a listing on behalf of a non-member. (The BCAR MLS Participant/Subscriber name must appear on the listing agreement) <b>Automatic-no email notice</b>	\$500
Allowing someone access to information who is not a client or customer. e.g. Loaning/giving any printed MLS information; agents/appraisers who give information to licensees who do not pay fees to the BCAR MLS. <b>Automatic-no email notice</b>	\$500
Unauthorized use of lock boxes, including their use on rental property, personal use by Participants and/or Subscribers, as well as BCAR Supra Keys will be subject to a fine of \$100 or more an/or suspension as determined by the Board of Directors. <b>Automatic-no email notice</b>	\$100
Regarding IDX: <ul style="list-style-type: none"> <li>▪ All violation notifications are sent to the Broker and the Subscriber and have three (3) business days to correct the violation.</li> <li>▪ If violations not fixed within three (3) business days, a \$100 fine will be given and an additional 3 days to correct the violation.</li> <li>▪ If violation not corrected within three (3) business days, the IDX feed is terminated and a reconnection fee may be charged.</li> </ul>	\$100 2 <sup>nd</sup> notice  3 <sup>rd</sup> notice IDX feed terminated and reconnect fee charged
Co-exclusive listings entered in the MLS where one listing broker is NOT a BCAR MLS participant and the other is, are strictly prohibited. <b>Automatic-no email notice</b>	\$100

BCAR Association Staff shall do the following:

1<sup>st</sup> notice: Email the MLS Subscriber and the Participant Member requesting that the data be modified within five (5) business days

2<sup>nd</sup> notice: email the MLS Subscriber and the Participant Member notification of fine, along with reason for the fine and requesting that the data be modified within five (5) business days

3<sup>rd</sup> notice: Email and call the MLS Subscriber and the Participant Member notification of second fine, along with the reason for the fine and BCAR Staff will withdraw the listing

4<sup>th</sup> notice: Call the MLS Participant to inform them of suspension of MLS, SupraKey and Lockbox Services until data is correct and all fines are paid.

### **Exceptions & Appeals**

When there is a non-compliance and the circumstances are unusual, the MLS Committee may make exceptions to the fines. All fines may be Appealed to the MLS Committee using the **Appeal of MLS Fine** form.



**Brunswick County Board of REALTORS®**  
101 Stone Chimney Road  
Supply, NC 28462

**(910) 754-5700**

**Appeal of MLS Fine**

In the situation of MLS Listing # \_\_\_\_\_

I appeal the fine(s) in the amount of \$\_\_\_\_\_ levied on the above mention listing and request an appeal hearing before the MLS Committee tribunal.

My request is based upon the following reason why my fine should be waived:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If more room is needed enclose a separate piece of paper.)

Appellant(s):

Name (Type/Print) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Dated \_\_\_\_\_

## **Guidelines for MLS Photos**

With the exception of land, all listings REGARDLESS OF STATUS (Active, Active Contingent, Withdrawn, Withdrawn Release, Expired, Pending, and Sold) must include a main view photograph except as noted below.

### **MAIN VIEW**

The main view picture must be an outside view of the FRONT of the premises. For a commercial listing, a picture of the building is required (except when commercial listing is marked confidential). No logos, company signage or contact information may appear in any listing photos. If using a photo that is not an actual photo of the listing, but similar to, you must annotate **on the photo** that it is not an actual photo of listing, but similar to the listing.

### **UNDER CONSTRUCTION**

In the Property Input Form select “Under Construction” in the “Year Built” field and enter the date the house will be **finished** in the “Year Built” field. ONLY an artist rendering sketch or photo of similar house should be entered in the Main View. If similar house photo used, you must annotate **on the photo** that the constructed house will be similar to photo. Once the property is locked by the builder, you will need to change the status from “Under Construction” to “New Construction”. When the exterior is complete, a photo of the front view of the home must be uploaded for Main View.

### **RIGHTS TO PHOTOS**

Photos may NOT be copied from existing listings regardless of the listing status (Active, Active Contingent, Withdrawn, Withdrawn Release, Expired, Pending, or Sold). Permission must be granted from the original photographer for use of a photograph.

## **Residential Square Footage Guidelines**

### **Introduction**

It is often said that the three most important factors in making a home buying decision are "location," "location," and "location." Other than "location," the single most-important factor is probably the size or "square footage" of the home. Not only is it an indicator of whether a particular home will meet a homebuyer's space needs, but it also affords a convenient (though not always accurate) method for the buyer to estimate the value of the home and compare it with other properties.

Although real estate agents are not required by the Real Estate License Law or Real Estate Commission rules to report the square footage of properties offered for sale (or rent), when they do report square footage, it is essential that the information they give prospective purchasers be accurate. At a minimum, information concerning square footage should include the amount of *living area* in the dwelling. The following guidelines and accompanying illustrations are designed to assist real estate brokers and salespersons in measuring, calculating and reporting (both orally and in writing) the *living area* contained in detached and attached single-family residential buildings. When reporting square footage, real estate agents should carefully follow these *Guidelines* or any other standards that are comparable to them, including those approved by the American National Standards Institute, Inc. (ANSI) which are recognized by the North Carolina Real Estate Commission as comparable standards.\* Agents should be prepared to identify, when requested, the standard used.

### **Living Area Criteria**

*Living area* (sometimes referred to as "heated living area" or "heated square footage") is space that is intended for human occupancy and is:

1. *Heated* by a conventional heating system or systems (forced air, radiant, solar, etc.) that are permanently installed in the dwelling - not a portable heater - which generates heat sufficient to make the space suitable for year-round occupancy;
2. *Finished*, with walls, floors and ceilings of materials generally accepted for interior construction (e.g., painted drywall/sheet rock or paneled walls, carpeted or hardwood flooring, etc.) and with a ceiling height of at least seven feet, except under beams, ducts, etc. where the height must be at least six feet four inches [*Note: In rooms with sloped ceilings (e.g., finished attics, bonus rooms, etc.) you may also include as living area the portion of the room with a ceiling height of at least five feet if at least one-half of the finished area of the room has a ceiling height of at least seven feet.*]; and
3. *Directly accessible from other living area* (through a door or by a heated hallway or stairway).

Real estate appraisers and lenders generally adhere to more detailed criteria in arriving at the *living area* or "gross living area" of residential dwellings. This normally includes distinguishing "above-grade" from "below-grade" area, which is also required by many multiple listing Services. "Above-Grade" is defined as space on any level of a dwelling which has *living area* and no earth adjacent to any exterior wall on that level. "Below-Grade" is space on any level which has *living area*, is accessible by interior stairs, and has earth adjacent to any exterior wall on that level. If earth is

adjacent to any portion of a wall, the entire level is considered "below-grade." Space that is "at" or "on grade" is considered "above-grade."

While real estate agents are encouraged to provide the most complete information available about properties offered for sale, the *Guidelines* recognize that the separate reporting of "above-grade" and "below-grade" area can be impractical in the advertising and marketing of homes. For this reason, *real estate agents are permitted under these Guidelines to report square footage of the dwelling as the total "living area" without a separate distinction between "above-grade" and "below-grade" areas.* However, to help avoid confusion and concern, agents should alert purchasers and sellers that the appraisal report may reflect differences in the way *living area* is defined and described by the lender, appraiser, and the *North Carolina Building Code* which could affect the amount of *living area* reported.

Determining whether an area is considered *living area* can sometimes be confusing. Finished rooms used for general living (living room, dining room, kitchen, den, bedrooms, etc.) are normally included in *living area*. For other areas in the dwelling, the determination may not be so easy. *For example, the following areas are considered living area if they meet the criteria (i.e., heated, finished, directly accessible from living area):*

- **Attic**, but note in the listing data that the space is located in an attic ([Fig. 2](#)).  
*[Note: If the ceiling is sloped, remember to apply the "ceiling height" criteria.]*
- **Basement (or "Below-Grade")**, but note in the listing data that the space is located in a basement or "below-grade" ([Fig. 1](#)). *[Note: For reporting purposes, a "basement" is defined as an area below the entry level of the dwelling which is accessible by a full flight of stairs and has earth adjacent to some portion of at least one wall above the floor level.]*
- **Bay Window**, if it has a floor, a ceiling height of at least seven feet and otherwise meets the criteria for living area ([Fig. 2](#)).
- **Bonus Room (e.g., Finished Room over Garage)** ([Fig. 3](#)). *[Note: If the ceiling is sloped, remember to apply the "ceiling height" criteria.]*
- **Breezeway** (enclosed).
- **Chimney** if the chimney base is inside *living area*. If the chimney base is outside the *living area* but the hearth is in the *living area*, include the hearth in the *living area* but not the chimney base ([Fig. 1](#)).
- **Closets**, if they are a functional part of the *living area*.
- **Dormers** ([Fig. 6](#)).
- **Furnace (Mechanical) Room** Also, in order to avoid excessive detail, if the furnace, water heater, etc. is located in a small closet in the *living area*, include it in *living area* even if it does not meet other *living area* criteria ([Fig. 4](#)).
- **Hallways**, if they are a functional part of the *living area*.
- **Laundry Room/Area** ([Fig. 6](#)).
- **Office** ([Fig. 1](#)).
- **Stairs**, if they meet the criteria and connect to *living area* ([Fig. 1](#), [2](#), [3](#), [4](#), [5](#), [6](#)). Include the stairway with the area from which it descends, **not to exceed the area of the opening in the floor**. If the opening for the stairway exceeds the length and width of the stairway, deduct the excess open space from the upper level area. Include as part of the lower level area the space beneath the stairway, regardless of its ceiling height.
- **Storage Room** ([Fig. 6](#)).

Note in the listing data and advise purchasers of any space that does not meet the criteria for *living area* but which contributes to the value of the dwelling; for example, unfinished basements, unfinished attics (with permanent stairs), unfinished bonus rooms, shops, decks, balconies, porches, garages and carports.

### Helpful Hints

Concealed in the walls of nearly all residential construction are pipes, ducts, chases, returns, etc. necessary to support the structure's mechanical systems. Although they may occupy *living area*, to avoid excessive detail, do **not** deduct the space from the living area.

When measuring and reporting the *living area* of homes, be alert to any remodeling, room additions (e.g., an enclosed porch) or other structural modifications to assure that the space meets all the criteria for *living area*. **Pay particular attention to the heating criteria, because the heating system for the original structure may not be adequate for the increased square footage.** Although agents are not required to determine the adequacy of heating systems, they should at least note whether there are heat vents, radiators or other heat outlets in the room before deciding whether to include space as *living area*.

When an area that is not part of the *living area* (e.g., a garage) shares a common wall with the *living area*, treat the common wall as the exterior wall for the *living area*; therefore, the measurements for the *living area* will include the thickness of the common wall, and the measurements for the other area will not.

Interior space that is open from the floor of one level to the ceiling of the next higher level is included in the square footage for the lower level only. However, any area occupied by interior balconies, lofts, etc. on the upper level or stairs that extend to the upper level is included in the square footage for the upper level.

### Measurements

The amount of *living area* and "other area" in dwellings is based upon **exterior measurements**. A one hundred-foot-long tape measure is recommended for use in measuring the exterior of dwellings, and a thirty-foot retractable tape for measuring interior and hard-to-reach spaces. A tape measure that indicates linear footage in "tenths of a foot" will greatly simplify your calculations. For best results, take a partner to assist you in measuring. But if you do not have someone to assist you, a screwdriver or other sharp tool can be used to secure the tape measure to the ground.

Begin at one corner of the dwelling and proceed with measuring each exterior wall. **Round off your measurements to the nearest inch** (or tenth-of-a-foot if your tape indicates footage in that manner). Make a sketch of the structure. Write down each measurement as you go, and record it on your sketch. A clipboard and graph paper are helpful in sketching the dwelling and recording the measurements. Measure *living area* and "other area," but identify them separately on your sketch. Look for offsets (portions of walls that "jut out"), and adjust for any "overlap" of exterior walls ([Fig. 3](#)) or "overhang" in upper levels ([Fig. 5](#)).

When you cannot measure an exterior surface (such as in the case of attics and below-grade areas), measure the perimeter walls of the area from the inside of the dwelling. Remember to add **six inches** for each exterior wall and interior wall that you encounter in order to arrive at the exterior dimensions ([Fig. 2](#), [3](#), [4](#), [6](#)).

Measure all sides of the dwelling, making sure that the overall lengths of the front and rear sides are equal, as well as the ends. Then inspect the interior of the dwelling to identify spaces which cannot be included in *living area*. You may also find it helpful to take several photographs of the dwelling for later use when you return to your office.

### Calculating Square Footage

From your sketch of the dwelling, identify and separate *living area* from "other area." If your measurements are in inches (rather than tenths-of-a-foot), convert your figures to a decimal as follows:

1" = .10 ft.	7" = .60 ft.
2" = .20 ft.	8" = .70 ft.
3" = .25 ft.	9" = .75 ft.
4" = .30 ft.	10" = .80 ft.
5" = .40 ft.	11" = .90 ft.
6" = .50 ft.	12" = 1.00 ft.

Calculate the *living area* (and other area) by multiplying the length times the width of each rectangular space. Then add your subtotals and round off your figure for total square footage to the nearest **square foot**. Double-check your calculations. When in doubt, recheck them and, if necessary, re-measure the house.

### Attached Dwellings

When measuring an "attached" single-family home (e.g., townhouse, duplex, condominium, etc.), use the same techniques just described. If there is a common wall, measure to the inside surface of the wall and add **six inches**. [Note: In the case of [condominiums](#), do not include the thickness of exterior or common walls.] Do not include any "common areas" (exterior hallways, stairways, etc.) in your calculations.

### Proposed Construction

For proposed construction, your square footage calculations will be based upon dimensions described in blueprints and building plans. When reporting the projected square footage, be careful to disclose that you have calculated the square footage based upon plan dimensions. Therefore, the square footage may differ in the completed structure. Do not rely on any calculations printed on the plans.

### Agents' Responsibilities

(Effective May 9, 2001)

Real estate agents are expected to be able to accurately calculate the square footage of most dwellings. When reporting square footage, whether to a party to a real estate transaction, another real estate agent, or others, a real estate agent is expected to provide accurate square footage information that was compiled using these Guidelines or comparable standards. While an agent is expected to use reasonable skill, care and diligence when calculating square footage, it should be noted that the Commission does not expect absolute perfection. Because all properties are unique and no guidelines can anticipate every possibility, minor discrepancies in deriving square footage are not considered by the Commission to constitute negligence on the part of the agent. Minor variations in tape readings

and small differences in rounding off or conversion from inches to decimals, when multiplied over distances, will cause reasonable discrepancies between two competent measurements of the same dwelling. In addition to differences due to minor variations in measurement and calculation, discrepancies between measurements may also be attributable to reasonable differences in interpretation. For instance, two agents might reasonably differ about whether an addition to a dwelling is sufficiently finished under these Guidelines to be included within the measured living area. Differences which are based upon an agent's thoughtful judgment reasonably founded on these or other similar guidelines will not be considered by the Commission to constitute error on the agent's part. Deviations in calculated square footage of less than five percent will seldom be cause for concern.

As a general rule, the most reliable way for an agent to obtain accurate square footage data is by personally measuring the dwelling unit and calculating the square footage. It is especially recommended that *listing agents* use this approach for dwellings that are not particularly unusual or complex in their design.

As an alternative to personally measuring a dwelling and calculating its square footage, an agent may rely on the square footage reported by other persons when it is reasonable under the circumstances to do so. Generally speaking, an agent working with a buyer (either as a buyer's agent or as a seller's agent) may rely on the listing agent's square footage representations except in those unusual instances when there is an error in the reported square footage that should be obvious to a reasonably prudent agent. For example, a buyer's agent would not be expected to notice that a house advertised as containing 2200 square feet of living area in fact contained only 2000 square feet. On the other hand, that same agent, under most circumstances, would be expected to realize that a house described as containing 3200 square feet really contained only 2300 square feet of living area. If there is such a "red flag" regarding the reported square footage, the agent working with the buyer should promptly point out the suspected error to the buyer and the listing agent. The listing agent should then verify the square footage and correct any error in the information reported.

It is also appropriate for an agent to rely upon measurements and calculations performed by other professionals with greater expertise in determining square footage. A new agent who may be unsure of his or her own calculations should seek guidance from a more experienced agent. As the new agent gains experience and confidence, he or she will become less reliant on the assistance of others. In order to ensure accuracy of the square footage they report, even experienced agents may wish to rely upon a competent state-licensed or state-certified appraiser or another agent with greater expertise in determining square footage. For example, an agent might be confronted with an unusual measurement problem or a dwelling of complex design. The house described in Figure 8 in these *Guidelines* is such a property. When an agent relies upon measurements and calculations personally performed by a competent appraiser or a more expert agent, the appraiser or agent must use these *Guidelines* or other comparable standards and the square footage reported must be specifically determined in connection with the current transaction. An agent who relies on another's measurement would still be expected to recognize an obvious error in the reported square footage and to alert any interested parties.

Some sources of square footage information are by their very nature unreliable. For example, an agent should **not** rely on square footage information determined by the property owner or included in property tax records. An agent should also **not** rely on square footage information included in a listing, appraisal report or survey prepared in connection with an earlier transaction.

In areas where the prevailing practice is to report square footage in the advertising and marketing of homes, agents whose policy is **not** to calculate and report square footage must disclose this fact to prospective buyer and seller clients before entering into agency agreements with them.

### **Illustrations**

For assistance in calculating and reporting the area of homes, refer to the following illustrations showing the *living area* shaded. To test your knowledge, [an illustration and blank "Worksheet"](#) for a home with a more challenging floor plan has also been included. ([There is also a completed "Worksheet" for the Practice Floor Plan.](#)) In reviewing the illustrations, assume that for those homes with basements, attics, etc., the exterior measurements shown have been derived from interior measurements taking into account walls and partitions. Where there is a common wall between *living area* and other area, the measurements shown in the illustrations include the thickness of the common wall in *living area* except in the condominium example where wall thickness is not included.

\*The following materials were consulted in the development of these *Guidelines*:

*The American National Standard for Single-Family Residential Buildings:  
Square Footage-Method for Calculating* approved by the American National Standards Institute, Inc.

*House Measuring & Square Footage* published by the Carolina Multiple Listing Services, Inc.;

Materials compiled by Bart T. Bryson, MAI, SRA, and Mary L. D'Angelo.

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## **Changes/Addendums**

**August 30, 2006** Removal Section 16.3.5 duplication Section 16.3.5 & 16.3.6 were the same, one removed

**August 30, 2006** Renumber of Section 16 pages 30 & 31 were renumbered to reflect the removal of the duplicate section

**August 30, 2006** Change to wording 16.3.5 new wording *Section 16.3.5 – Listing information downloaded and/or otherwise displayed pursuant to IDX shall be limited to properties listed on an exclusive basis.*

**February 1, 2007** Addition to Section 1.2 - *When the seller of the property has a “fractional or partial” ownership in a property, the Participant must input in the Marketing Remarks in ALL CAPS, first word in field FRACTIONAL OWNERSHIP.*

**February 1, 2007** NEW Section 1.5.1 – Extension and Renewal of Listings: Any renewal or extension of a Participant’s listing filed with the system fewer than 30 calendar days after the expiration date of the original listing shall be treated as an existing listing.

**February 1, 2007** Addition to wording Section 1.7 - Listing Price Specified: The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction. *Listing price shall only be the price of the real property to be conveyed. This price CANNOT INCLUDE golf memberships, furniture, or other non-real property.*

**March 7, 2007** New Section 1.8.1 – Multiple Listings for One (1) Property: Multiple entries of a single property are permitted in the MLS. It is the participant’s responsibility to create all listings requested for the property. The participant will submit one listing to the service and all subsequent listings will be saved as incomplete. The participant must contact the Association Office to submit all other listings to the service. These listings will be managed by the Association Office at a fee as to be determined from time to time by the MLS Committee. The listing that best represents the intent of the future use of the property will be the listing marked as SOLD. All other listings will be removed from the service.

**March 7, 2007** Addition to wording Section 4.6 – Pictures: The main view picture must be a FRONT outside view of the home. For a commercial listing, a picture of the building is required. No logos, company signage or contact information may appear in any listing photos. *If additional photos, other than main photo, are NOT of subject property, they must be clearly described in Pictures Comments section of the Service.*

*Main photo for LAND listings is not required, if photo entered it must be of subject property. If additional photos entered are NOT of subject property, they must be clearly described in Pictures Comments section of the Service.*

**May 1, 2007** Modified Section 1.2 and separated into new Sections 1.2.3 and 1.2.4

**July 1, 2007 New Section 4.8 - Mixed Case and All Caps:** All text entry fields (including but not limited to; Marketing Remarks, Agent Only Remarks) must be entered in mixed case except where otherwise notes in the Rules & Regulations that it is mandatory that ALL CAPS must be used.

**July 1, 2007 Addition to wording Section 12 Distribution:** Participants shall, at all times, maintain control over and responsibility for each copy of *and access to* any MLS compilation leased to them by the Association of REALTORS®, and shall not distribute any such copies *or access* to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. *Participants and their affiliated subscribers and staff may not transmit, retransmit, or provide any MLS compilation or means of access any MLS compilation in any manner to any other individual, office, or firm, except as expressly provided in these Rules. This section prohibits the sharing of all access methods, including without limitation user IDs, passwords, and physical authentication means (such as one-time password key fobs).* Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by an Association Multiple Listing Service where access to such information is prohibited by law.

#### **Mandatory 2007 Updates Section 11, Section 18.2.4 (BCAR R&R Section 16.2.4)**

**October 1, 2007 New Section 4.9 *Transfer of Listings:*** Transferring of listings within the MLS when there is a new office affiliation is prohibited. (Transferring of lockboxes, when approved by both Participants will be allowed).

**November 1, 2007 New Section 4.10 *Outside Contact Information:*** Outside contact information in prohibited in Marketing Remarks (including but not limited to mention of Financial Institution, Mortgage Company, etc.).

**November 1, 2007 New Section 5.1.1 – *Disclosure of All Types of Interest:*** Participant must disclose all types of interest in a listing (either self or family/relation) by entering in Marketing Remarks “**Broker has interest or is related to owner of subject property**”. Relation is defined as spouse, sibling, parents, grandparents, children (birth or adoption), grandchildren & other descendants (including in-law relations & ex-spouses).

**November 1, 2007 Addition to wording Section 4.6 Pictures & Virtual Tours:** The main view picture must be a FRONT outside view of the home. For a commercial listing, a picture of the building is required. No logos, company signage or contact information may appear in any listing photos *or virtual tours*. If additional photos, other than main photo, are NOT of subject property, they must be clearly described in Pictures Comments section of the Service.

Photos may NOT be copied from existing listings regardless of the listing status (Active, Active Contingent, Withdrawn, Withdrawn Release, Expired, Pending, or Sold). Permission must be granted from the original photographer for use of a photograph.

Main photo for LAND listings is not required, if photo entered it must be of subject property. If additional photos entered are NOT of subject property, they must be clearly described in Pictures Comments section of the Service.

*If any picture or virtual tour is in violation of the rules, the Association Staff has the authority to remove it from the service. The Participant will be notified of removal and if subject picture or tour added back to the service, a fine will be rendered.*

**November 1, 2007 Addition to wording Section 1.2 - Detail on Listings Filed with the Service:**

A property data form, when entered into the Service computer by the listing broker, shall be complete in every detail, which is ascertainable as specified on the property data form.

Participants/REALTOR Subscribers who do not complete every detail, which is ascertainable, are subject to fines as specified in **Data Compliance Assurance Policy** attached to these Rules. Further, no agent or company information such as phone numbers, hyperlinks to websites, talking ads, email address, etc, or offers of compensation of any type shall be placed in fields where the public might see them such as the “Marketing Remarks” or “Directions to Property” fields. Under no circumstances will private codes be entered or allowed anywhere in the BCAR MLS listing (including the PRIVATE REMARKS field). These codes are, but are not limited to: Gate Codes, Security Systems, Non-BCAR Lockboxes, etc

Photos are mandatory for every property type except land listings; however, photos shall not have information that identifies the agent or the company nor shall business card images and the like be added to the photo fields. The MLS Staff is authorized to remove any photo from the MLS that has a legible real estate sign. The Service incorporates “A Guideline for MLS Photos” attached to these Rules and Regulations.

The reported square footage for all properties shall be measured in accordance with the North Carolina Real Estate Commission’s guidelines that are incorporated by this reference and attached as ***Residential Square Footage Guidelines***.

*When a listing is owned by a financial institution that has repossessed the property, the Participant must use “CORPORATE” in the Owner Name field.*

**November 1, 2007 New Section 4.11 Removal of Prohibited Items:** The Association Staff has the authority to remove any prohibited items from an MLS listing including but not limited to items in the Marketing Remarks section, photos, or virtual tours.

**April 1, 2008 Addition to wording Section 6 Service Fees and Charges:** The following Service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

- (a) **Initial Participation Fee:** An applicant for participation in the Service shall pay an application fee in such amount as from time to time prescribed by the Board of Directors.

- (b) **Recurring Participation Fee:** The participation fee of each Participant shall be an amount as from time to time prescribed by the Board of Directors in addition to an amount from time to time prescribed by the 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. In addition, a fee as established by the Board of Directors, will be charged for each unlicensed staff member requiring access to the Multiple Listing Service. Payment of all such fees shall be made on or before the specified due date as established by the multiple listing Service. Fees shall be prorated on a monthly basis.
- (c) **Initial Fee:** An initial fee as from time to time prescribed by the Board of Directors, MLS Committee or Budget Committee for Services such as on-line forms, electronic equipment for access lockboxes, etc. may be imposed for a Subscriber who desires such Services. Such fee(s) are non-refundable and must be paid prior to gaining access to the Service.
- (d) **Listing Fee:** A participant may be required to pay a listing fee as from time to time established by the Board of Directors.

**Exemptions:** Participants of the Service may be exempted by approved written waiver which form is incorporated into these Rules, from the payment of a recurring participation fee for anyone who is under the direct supervision of a Participant or the Participant's licensed designee. The person waived shall not be classified as a Subscriber and the Participant shall be exempt from Service recurring participation fees.

Waivers will be granted to those members of the Service who do not actually have access to and use of the Service. Eligibility for this waiver is based on the following:

- member does not list property in the MLS
- member does not sell property listed in the MLS
- member does not access the MLS on the Internet
- member does not access the MLS to use sales and comparative statistics
- member does not use office statistics compiled by the MLS
- member does not use any MLS information on their website
- member does not use any MLS information on their company's website
- member does not use or have a Supra key
- member does not use the iMapp or IRIS application of the MLS
- member does not access the MLS for administrative purposes (licensed or unlicensed)

Waivers may be granted to those licensees within an office whose primary membership is with Wilmington Association of REALTORS® and scope of business is not within Brunswick County.

Waivers are granted on an annual basis and will be revoked upon the individual's utilization of the Service in any manner.

Participants shall pay a fee for each non-REALTOR® licensee attending the Service orientation program in such amount as established by the Board of Directors.

The MLS does not refund monies when a Subscriber or Participant resigns or is terminated.

**April 1, 2008 Addition to wording Section 1.2 Detail on Listings Filed with the Service:** A property data form, when entered into the Service computer by the listing broker, shall be complete in every detail, which is ascertainable as specified on the property data form.

Participants/REALTOR Subscribers who do not complete every detail, which is ascertainable, are subject to fines as specified in **Data Compliance Assurance Policy** attached to these Rules. Further, no agent or company information such as phone numbers, hyperlinks to websites, talking ads, email address, etc, or offers of compensation of any type shall be placed in fields where the public might see them such as the “Marketing Remarks” or “Directions to Property” fields. Under no circumstances will private codes be entered or allowed anywhere in the BCAR MLS listing (including the PRIVATE REMARKS field). These codes are, but are not limited to: Gate Codes, Security Systems, Non-BCAR Lockboxes, etc.

*Commercial listings may be entered but held as confidential. Address street name would be entered as Confidential St., city where listing is located must be selected. PID number and Photos would not be mandatory for commercial confidential listings. Marketing remarks must state “CONFIDENTIAL LISTING”.*

**April 1, 2008 Addition to wording Section 4.6 Pictures & Virtual Tours:** The main view picture must be a FRONT outside view of the home. For a commercial listing, a picture of the building is required (*except when commercial listing is marked confidential*). No logos, company signage or contact information may appear in any listing photos or virtual tours. If additional photos, other than main photo, are NOT of subject property, they must be clearly described in Pictures Comments section of the Service.

**April 25, 2008 Addition to wording Section 1.5.1 – Extension and Renewal of Listings:** Any renewal or extension of a Participant’s listing filed with the system fewer than 30 calendar days after the expiration date of the original listing shall be treated as an existing listing *except when re-listing within a company*.

**July 1, 2008 Changes & Addition to wording in Section 5 - Compensation Specified on Each Listing:**

**Note 4:** Multiple Listing Services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval ~~or to lender approval~~; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court ~~or by a lender~~. In such instances, the fact that the gross commission is subject to court ~~or to lender~~ approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they produce an offer that ultimately results in a successful transaction.

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

**July 1, 2008 Addition of Section 5.0.1 Short Sale Disclosure & Commission:** Participants must disclose potential short sales when reasonably known to the listing participants. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

**July 1, 2008 Change to Section 4.7 Comparables:** The sale of real property not previously listed in the MLS with buyer representation may be entered for inclusion in the MLS. (NOTE: Sale of house without transfer of land is NOT considered a comp). Listings must be marked as UNLISTED SOLD in the MLS and entered as Active, changed to Pending and then changed to Sold. Listing Agent and Listing Office must be entered using the listing agent ID of UNLISTED and the listing office ID of UNLISTED.

**\*Mandatory 2008 Updates Section 2.5, Section 5, Section 7, Section 7.23, Section 7.89, Section 7.90**

**September 8, 2008 Addition to Section 1 Listing Procedures:** (*paragraph 9 added addressing co-exclusive listings*) Co-Exclusive listings will not be accepted when one listing broker is a REALTOR® and a participant in the MLS and the other listing broker is not a participant in the MLS, even if the latter holds REALTOR® membership in another board. However, if both listing brokers are participants in the MLS, co-exclusive listings will be accepted.

**September 8, 2008 Addition to Section 1.2 - Detail on Listings Filed with the Service:** (*last paragraph added addressing addresses entered into the system*) Addresses must be entered using the city and zip codes as provided by the County tax data.

**September 8, 2008 Change to Section 5.0.1 - Short Sale Disclosure & Commission:** Participants must disclose potential short sales when reasonably known to the listing participants *by selecting Short Sale field in the listing and adding SHORT SALE to Marketing Remarks*. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

**September 8, 2008 Addition to Section 4.9 Transfer of Listings:** Transferring of listings within the MLS when there is a new office affiliation is prohibited. (Transferring of lockboxes, when approved by both Participants will be allowed). Listings must be Withdrawn Released and then re-entered as a NEW listing. *Exception will be made when transfer is within the firm.*

**January 7, 2009 NEW Section 4.4 – Use of the Terms MLS and Multiple Listing Service:** No MLS Participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their email addresses, their website address, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under the MLS rules to provide to clients or customers is available on their websites or otherwise.

**January 7, 2009 Change to Section 5.0.1 - Section 7.3 - Lock Boxes:** The Lock Box system is an activity of the Association owned and operated Multiple Listing Service, every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS Participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS. Home Inspectors and Termite Inspectors are also eligible to hold a key subject to their execution of a lease agreement with the MLS.

The lock boxes are the property of the Service. Each MLS firm is responsible for maintaining up-to-date records of the location of each lock box leased to them. Further:

12. Lockboxes are issued only to the Principal of the Firm.
13. For 20 or more listings, lockboxes will be allocated at 110% of the eligible listings (*active and active contingent statuses only, residential and multifamily properties*). For firms with nineteen (19) listings or less, allocation will be one (1) more than eligible listings.

**January 7, 2009 Addition to Section 2.5 - Reporting Active Contingent, Pending and Sales to the Service:** Status changes, including final closing of sales shall be reported to the Multiple Listing Service by the listing broker within hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report the status changes, to the listing broker within hours after occurrence and the listing broker shall report them to the MLS within hours after receiving notice from the cooperating broker.

If the contract created by the parties has any contingency, the status must change to Active Contingent and the type of contingency noted in the Comments section. The status of all other listing where the parties have created a contract must be changed to Pending. *Pending is defined as all contingencies are satisfied (i.e. appraisal, financing, home inspections, termite inspection, survey, etc.) If contingencies are not satisfied, the listing must remain Active Contingent. Final walk through does NOT define a contingency.*

**May 7, 2009 Addition to Section 17 - Orientation:** Any applicant for MLS Participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within the next two (2) times of Orientation being offered. WRAR MLS members do not have to attend BCAR MLS orientation, as long as same MLS vendor, with confirmation of previous MLS orientation with WRAR.

**July 1, 2009 Complete change to Section 5 - Compensation to Cooperating Brokers.** (includes definition of short sales, short sale status change, gross/net selling price)

**July 1, 2009 Section 1.2.5 – Foreclosure Defined:** Foreclosure is a process and should only be selected if the listing is in the foreclosure process. Foreclosure begins with the filing of a notice of hearing with the clerk of court’s office and ends when a bank/corporation takes ownership. Once the listing has been foreclosed and is “corporate owned” the field of Corporate Owned should be selected.

**September 30, 2009 Addition to Section 4.7 Comparables:** The sale of real property not previously listed in the MLS with buyer representation may be entered for inclusion in the MLS. (NOTE: Sale of house without transfer of land is NOT considered a comp). Listings must be marked as UNLISTED SOLD in the MLS and entered as Active, changed to Pending and then changed to Sold. Actual sold date must be noted in the Marketing Remarks section. Listing Agent and Listing Office must be entered using the listing agent ID of UNLISTED and the listing office ID of UNLISTED. New Participants joining the MLS are permitted to enter their calendar year sales as unlisted solds, but must indicate sales date in Marketing Remarks. Comparable listings are subject to all terms and conditions of the MLS Rules & Regulations.

**November 6, 2009 Addition to Section 7.4 Supra ActiveKeys and eKey:** Supra Keys are leased to members with a joint obligation by the Participants. Each ActiveKey or eKey holder may possess only one Key at a time. The sharing of Super Keys with an unauthorized user of the BCAR Supra System for any reason is prohibited.

**November 6, 2009 Addition to Section 7.6 Unauthorized use of Key:** The loaning of Keys to an unauthorized user of the BCAR Supra System for any reason is prohibited. Key holders must secure their Key to prevent anyone from discovering their PIN number. Key Holders who violate this Rule shall be subject to fine as determined by the Board of Directors.

**November 6, 2009 Addition to Data Compliance Assurance Policy**

COMPLIANCE ISSUE	CONSEQUENCE
<p>Unauthorized use of lock boxes, including their use on rental property, personal use by Participants and/or Subscribers, <i>as well as BCAR Supra Keys</i> will be subject to a fine of \$100 or more an/or suspension as determined by the Board of Directors.</p> <p style="text-align: center;"><b>Automatic-no email notice</b></p>	<p>\$100</p>

**November 6, 2009 Amend Section 1.2.3 Fractional Ownership:** ~~When the seller of the property has a “fractional or partial” ownership in a property, the Participant must input in the Marketing Remarks in ALL CAPS, first word in field FRACTIONAL OWNERSHIP.~~ All listings that can be considered fractional/partial/co-ownership shall be listed in the Time Share property types as defined by the North Carolina Real Estate Commission.

**November 6, 2009 added BCAR MLS Waiver and WRAR MLS Waiver forms to Rules amended expiration date to read “the last Friday in June” (previously stated waivers expired in June.**

**November 6, 2009 Amend Section 7.3 #2 -** For 20 or more listings, lockboxes will be allocated at 110% of the eligible listings (active and active contingent statuses only, residential and multifamily properties *for sale only*). For firms with nineteen (19) listings or less, allocation will be one (1) more than eligible listings.

**November 6, 2009 Amend Section 7.3 Lockboxes:** The Lock Box system is an activity of the Association owned and operated Multiple Listing Service, every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS Participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS. Home Inspectors and Termite Inspectors are also eligible to hold a key subject to their execution of a lease agreement that shall be signed by the principal, partner, or corporate officer of key holder’s firm if not the individual requesting use of the system.

**January 29, 2010 Amend Section 1.2.5 Foreclosure Defined:** Foreclosure is a process and should only be selected if the listing is in the foreclosure process. Foreclosure begins with the filing of a notice of hearing with the clerk of court’s office and ends when a bank/corporation takes ownership. Once the listing has been foreclosed and is “~~corporate~~ bank owned” the field of ~~Corporate~~ Bank Owned should be selected.

**March 17, 2010 NEW Section 1.2.6 - Boatslips:** If any type of boat slips have a separate PID, a separate entry in the MLS must be made for list or sale.

**March 17, 2010 AMEND per NAR Section 18.3.3** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

**March 17, 2010 Amend per NAR Section 18.3.9** The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer

than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer.

**March 17, 2010 Amend Section 18.3.12** Display of expired, withdrawn, and pending, and sold listings is prohibited.

**April 26, 2010 Amend Data Compliance Assurance Policy to add the following NEW item**

COMPLIANCE ISSUE	CONSEQUENCE
Co-exclusive listings entered in the MLS where one listing broker is NOT a BCAR MLS participant and the other is, are strictly prohibited. <b>Automatic-no email notice</b>	\$100

**May 11, 2010 CDS Rules Section** updated with amendments.

**May 18, 2010 Auction listings – Amend Section 1.1, add of last paragraph to Section 1, Amend Section 2, NEW Section 1.2.7 Auction Listings**

Addition to Section 1.1 – Types of Properties:

Following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker **or auctioneer**

Addition to Section 1 – Listings Procedures (add as last paragraph)

A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings.

Addition to Section 2 – Showings and Negotiations:

- a) the listing broker **or auctioneer** 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 auctioneer** or his representative; however, the listing broker **or auctioneer**, at his option, may preclude such direct negotiations by cooperating brokers.

**NEW 1.2.6 – AUCTION LISTINGS**

(a) Auction listings entered into the MLS system shall be clearly identified as Auction Listings, and shall specify the seller's minimum bid price, whether the auction is being conducted with or without the seller's right of reservation, the time, place and date of the auction, the procedures by which Participants or Subscribers shall register their representation of a potential bidder at the auction, the compensation to be paid to the Participant or Subscriber representing the successful bidder, the time or manner in which potential bidders may arrange to inspect the listed property, and any other information that is material to rules or procedures by which the auction will be conducted.

(b) If the seller will accept a purchase offer prior to the scheduled auction, the Auction Listing shall specify, in addition to all of the information in Section 1.2.6 (a), a List Price, and the cooperative compensation to be paid to the cooperating Participant in the event of a pre-auction sale. The listing Participant must further indicate clearly and conspicuously in the Remarks Section that: (1) the property is available for showing, (2) purchase offers may be submitted for acceptance prior to the scheduled auction, and any time limitations applicable to the submission or consideration of such offers prior to the auction, and (3) if a purchase offer is accepted prior to, or on the date of, the scheduled auction, the auction of the property will be cancelled.

- (c) If a listing Participant or a seller of an active listing in the MLS system subsequently places the listed property for auction with an auctioneer who is not a Participant in the MLS, the listing Participant shall either (1) change the status of the listing to an auction listing in compliance with the provisions of Section 1.2.6(a) if the property remains listed with the Participant during the period the property is subject to auction, or (2) withdraw release the listing in the MLS system if the listing Participant's listing has been suspended or cancelled by reason of the auction and, as a result, the Participant has no control over the listing and no compensation is offered by the Participant. Any change of status of a listing must be entered within 24 hours as specified in Section 1.4.

#### **June 1, 2010 Section 6 - Service Fees & Charges, (e) Exemptions - amended**

- (e) **Exemptions:** Participants of the Service may be exempted by approved written ~~waiver~~ **exemption** which form is incorporated into these Rules (~~Section 6.3~~), from the payment of a recurring participation fee for anyone who is under the direct supervision of a Participant or the Participant's licensed designee. The person ~~waived~~ **exempted from MLS fees** shall not be classified as a Subscriber and the Participant shall be exempt from Service recurring participation fees. **All exemption requests shall be submitted upon the approved exemption form. Exemption requests remain in effect until licensee status is changed for any reason.**

**MLS fee exemptions will commence when application is received. If an exemption is granted the staff shall notify the Participant. If an exemption is denied, the staff shall make an adjustment back to the date of application for MLS fees, notify the Participant that exemption was denied, send invoice for MLS fees. Participants may appeal any decisions to the Board of Directors with a written request for an appeal.**

**Violations of the rules granting MLS Exemption Requests must be reported to the Association in writing and will be reviewed by staff.**

~~Waivers will be granted to those members of the Service who do not actually have access to and use of the Service. Eligibility for this waiver is based on the following:~~

- ~~▪ member does not list property in the MLS~~
- ~~▪ member does not sell property listed in the MLS~~
- ~~▪ member does not access the MLS on the Internet~~
- ~~▪ member does not access the MLS to use sales and comparative statistics~~
- ~~▪ member does not use office statistics compiled by the MLS~~
- ~~▪ member does not use any MLS information on their website~~
- ~~▪ member does not use any MLS information on their company's website~~
- ~~▪ member does not use or have a Supra key~~
- ~~▪ member does not use the iMapp or IRIS application of the MLS~~
- ~~▪ member does not access the MLS for administrative purposes (licensed or unlicensed)~~

~~Waivers may be granted to those licensees within an office whose primary membership is with Wilmington Association of REALTORS® and scope of business is not within Brunswick County.~~

~~Waivers are granted on an annual basis and will be revoked upon the individual's utilization of the Service in any manner.~~

**June 1, 2010 removal of BCAR MLS Subscription Waiver and Subscription Waiver for WRAR Members - added new Application for MLS Fee Exemption form.**

**June 1, 2010 addition to Section 4.6 Pictures & Virtual Tours, paragraph 3:** Main photo for LAND listings is not required; if photo entered it must be of subject property, **copy of the tax plat, survey or aerial photo with property clearly and accurately defined.** If additional photos entered are NOT of subject property, they must be clearly described in Pictures Comments section of the Service.

**September 1, 2010 NEW Section 1.8.2 - New Home community (lot home package) photos and listings** - A listing (or listings) may be entered into the MLS, in the single family property type, that best represents home(s) available for sale. At the time of contract for the type of home to be built on a specific lot, a new listing must be entered into the MLS, including all details, with a status of Pending. An artist rendering or a photo of a similar home must be used as a primary photo until actual photo can be obtained.

**October 8, 2010 addition to Section 6 (b) Recurring Participation Fee:** Use of and access to the service is defined as anyone who has been assigned a personal login and password to the MLS.

**October 8, 2010 new sub-section (7) to 7.4 Supra ActiveKeys and eKeys:** (7) A “team” may be assigned a Supra Key. One of the team members must have a key assigned to them first, then that key may be assigned to the team ID. By assigning a Supra Key to a team, it does NOT authorize all members of that team access to the team assigned Supra Key. Each member of a team that wishes access to the Supra Lockbox system must have their own Supra Keys. Sharing of keys under any circumstances is strictly prohibited. If a lockbox was accessed by a SupraKey assigned to a team, and it is determined that a member of the team that does NOT have a SupraKey accessed the lockbox, this will be considered a violation.

**October 13, 2010 removal of MLS Exemption language & Exemption Form** (*result of defining Recurring Participation Fee*): **(e) Exemptions:** Participants of the Service may be exempted by approved written exemption which form is incorporated into these Rules, from the payment of a recurring participation fee for anyone who is under the direct supervision of a Participant or the Participant’s licensed designee. The person exempted from MLS fees shall not be classified as a Subscriber and the Participant shall be exempt from Service recurring participation fees. All exemption requests shall be submitted upon the approved exemption form. Exemption requests remain in effect until licensee status is changed for any reason.

MLS fee exemptions will commence when application is received. If an exemption is granted the staff shall notify the Participant. If an exemption is denied, the staff shall make an adjustment back to the date of application for MLS fees, notify the Participant that exemption was denied, send invoice for MLS fees. Participants may appeal any decisions to the Board of Directors with a written request for an appeal.

Violations of the rules granting MLS Exemption Requests must be reported to the Association in writing and will be reviewed by staff.

**February 7, 2011 added mandatory NAR MLS Rule Amendments** including addition of new section 18.2.10 and small change to section 5.3 (substitute the words “his producing” with “submitting”)

**February 28, 2011 change Section 4.9 - Transfer of Listings:** Transferring of listings within the MLS when there is a new office affiliation is allowed ~~prohibited~~. (Transferring of lockboxes, when approved by both Participants will be allowed). ~~Listings must be Withdrawn Released and then re-entered as a NEW listing. Exception will be made when transfer is within the firm.~~

**March 31, 2011 amendment to Section 2.5 – Reporting Status Changes To The Service:**

The listing Participant must report any pending sale subject to a contingency according to the following:

- d) If the contract is contingent upon the buyer selling a property not currently under contract, the status changes to Active Due Diligence.
- e) If the contract created is in the Due Diligence period (as stated in Form 2T or 12T) Preconstruction Evaluation Period (as stated in Form 800T) the status must be changed to Active Due Diligence.
- f) If the contract created uses the Short Sale Addendum or is for a Bank Owned property the status changes to Active Contingent Other.

**Once the contingency is removed under a, b, or c above the status must be changed to Pending.** *Final walk through does NOT define a contingency.* Pending is defined as the end of the Due Diligence period and/or all contingencies are satisfied (i.e. appraisal, financing, home inspections, termite inspection, survey, etc):-

**March 31, 2011 added to Section 6, Service Charges, Initial Participation Fee** second paragraph: Participation fee shall be reduced if applicant for participation in the MLS is replacing a Participant in an existing active MLS office.

**May 2, 2011 removed the following from Section 1.2** ~~When a listing is owned by a financial institution that has repossessed the property, the Participant must use “CORPORATE” in the Owner Name field.~~

**May 31, 2011 added to Section 17 first paragraph** after access has been provided. Failure to attend this orientation may result in suspension of MLS Service until completion of Orientation. Suspension of service due to failure to attend Orientation will NOT result in suspension of fees.

**July 6, 2011 amended Section 4.6 - Pictures & Virtual Tours:** The main view picture must be a ~~FRONT~~ outside an exterior view of the home. For a commercial listing, a picture of the building is required (except when commercial listing is marked confidential).

**August 29, 2011 amended Section 1.2 paragraph 2:** .Further, no agent or company information such as phone numbers, hyperlinks to websites, talking ads, email address, etc, or offers of compensation of any type shall be placed in fields where the public might see them such as the “Marketing Remarks” or “Directions to Property” fields. **MLS Teams may list the primary contact agent name and phone number in Agent Only remarks provided that the agent is a Participant/Subscriber of BCAR MLS.**

**February 2, 2012 amended Section 2.5 with mandatory NAR Rule change.**

**February 2, 2012 removed 18.2.10 per NAR mandatory Rule change.**

**February 24, 2012 amended Rule 2.5 paragraph 1: Reporting Active Due Diligence, Active Contingent, Pending & Sales to the Service:** Status changes, including final closing of sales and sales prices, shall **must** be reported to the Multiple Listing Service by the listing broker within 72 hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report the accepted offers and prices, to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker.

**February 24, 2012 add Rule 13.1:** Section 13.1 – Price Change Information: Price change information is permitted in advertisements, including IDX display of other participants

**February 24, 2012 add Rules 13.2** – Display of Days/Time on Market Information: Days/Time on market information is not permitted on advertisement or IDX display.

**February 24, 2012** renumbered existing Rules 2.5 to 2.5.1

**February 24, 2012 add rule 2.5** Section 2.5 Disclosure of Foreclosure and Bank Owned Property: Participants must disclose if a listed property is in the foreclosure process (by indicating Foreclosure in Stipulation of Sale field) or bank owned (by indicated Bank Owned in Stipulation of Sale field).

**March 23, 2012 amend rule 18.3.12** allow display of sold listings on websites

**March 23, 2012 add rule 18.3.12.1 – Display of Sold Content** Display must include the listing office name and selling office name or the following disclaimer must appear on any page where sold content is displayed: “Properties reported may be listed or sold by various participants in the MLS”. Each of these items must be reasonably visible and legible to a website visitor, no tiny text or gray text on gray background. Text must appear in a type size equal to or greater than the median size used for listing data on the page. Sold content shall not contain fields of data not included in the data feed provided to IDX Participants. IDX recipients will be provided with sold content for the current year, plus previous 365 days. No IDX recipient shall display any sold content other than the current year plus the previous 365 days (although they may display less). All other Rules apply to the display of sold content.