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Policies of  
ValleyMLS.com

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## LOCAL POLICIES

### ARTICLE I: COMMITTEES AND LOCAL POLICIES

#### Section 1. MLS Policy Committee

**KEY FUNCTION:** *Review Local, State and National MLS Policies*

**PURPOSE:** The purpose of the Policy Committee is to develop and make recommendations to the ValleyMLS Board of Directors relating to the policies of the Multiple Listing Service.

**CHAIR AND CO-CHAIR:** Each year, the Chair of the MLS shall appoint a Chair and Co-Chair for this committee with the approval of the Board of Directors.

**PRE-REQUISITE:** Committee members must have a minimum of 3 years of Real Estate Experience

**ROBERT'S RULES:** The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern meetings of this committee in all cases to which they are applicable and in which they are not inconsistent with the ValleyMLS Bylaws.

**CONFIDENTIALITY:** Members of this committee will be required to complete the ValleyMLS Confidentiality and Non-Disclosure agreement.

**VOTING:** The Chair will be a non-voting position, except in a tie.  
Co-Chair and committee members shall all be voting members of the committee.

#### **COMPOSITION OF THE COMMITTEE:**

The committee chair /co-chair can select members to serve from those who have completed an "Engagement Profile" and are members in good standing. One (1) Staff Member of MLS operations shall serve as the liaison to this committee.

#### **EX-OFFICIO MEMBER:**

- 1 member of the Compliance Committee shall serve as a non-voting member in order to maintain continuity between the ValleyMLS Policies and ValleyMLS Compliance

#### **COMMITTEE APPOINTMENT:**

- 1 member from each board/association
- 2 members at large

#### **RESPONSIBILITIES:**

- Develop and make recommendations to the ValleyMLS.com Board of Directors relating to Local, State and National Policies.
- Prepare and recommend, a minimum of one (1) annual review of the ValleyMLS Rules & Regulations and Bylaws.
- Work within the guidelines/boundaries of the current Strategic/Business Plan for the MLS.

#### **TERM:**

Members of this committee shall serve for two (2) year terms and staggered so that ½ of the members are appointed each year.

A person may only serve three (3) consecutive two-year terms; after two (2) calendar years off, a person will become eligible to be reappointed for additional terms. Subject to the limitation on terms served consecutively, there is no limit on the total number of terms a person may serve.

#### **OPERATIONS:**

- Meet bi-monthly, or as required, to accomplish responsibilities.

- Survey MLS Activities

**CREATING THE COMMITTEE AGENDA:**

Members of ValleyMLS.com who have suggestions on policies, statuses, or fields, may submit a request directly to the current MLS Policy Chair and/or staff liaison to be heard at the first available meeting. (Members are encouraged to complete the Committee Agenda Item form, located on the dashboard).

The MLS Policy Committee then hears those requests and vets them based on whether or not they think they are needful or beneficial to the body.

**APPROVAL PROCESS:**

- If the requests receive an “up” vote, they are forwarded to the ValleyMLS.Com Board of Directors for consideration.
- If the requests receive a “down” vote, or no motion, no further action is taken.
- Approvals are added to the next ValleyMLS.com Board of Directors agenda for consideration and approval.
- If Changes/Additions to ValleyMLS.com Bylaws, the amended Bylaws will also be forwarded to the full membership for ratification.

**Work Groups** will be assigned on an “As-Needed” basis by the committee chair.

## Section 2. MLS Compliance Committee

**KEY FUNCTION:** Compliance of MLS Rules & Regulations, Bylaws, Policy

**PURPOSE:** The Compliance Committee will work with the MLS Department in the oversight of the MLS Rules & Regulations

**CHAIR AND CO-CHAIR:** Each year, the Chair of the MLS shall appoint a Chair and Co-Chair for this committee with the approval of the Board of Directors.

**PRE-REQUISITE:** Committee members must have a minimum of 3 years of Real Estate Experience

**ROBERT’S RULES:** The rules contained in the current edition of Robert’s Rules of Order Newly Revised shall govern meetings of this committee in all cases to which they are applicable and in which they are not inconsistent with the ValleyMLS Bylaws.

**CONFIDENTIALITY:** Members of this committee will be required to complete the ValleyMLS Confidentiality and Non-Disclosure agreement.

### **VOTING:**

The Chair will be a non-voting position, except in a tie.

The Co-Chair and committee members will all be voting members of this committee.

**COMPOSITION OF THE COMMITTEE:** The committee chair /co-chair can select members to serve from those who have completed an “Engagement Profile” and be a member in good standing.

**EX-OFFICIO MEMBER:** 1 member of the Policy Committee shall serve as a non-voting member in order to maintain continuity between the ValleyMLS Policies and ValleyMLS Compliance

### **COMMITTEE APPOINTMENT:**

- 1 member from each board/association
- 2 members at large

**RESPONSIBILITIES OF CHAIR AND CO-CHAIR:** The Chair and Co-Chair will preside over all scheduled committee meetings and will alternate chairing each Appeals hearing. In the event that the chair or co-chair is unavailable to chair an appeal hearing, the hearing will be chaired by a senior committee member.

**RESPONSIBILITY OF HEARING PANEL:** The compliance committee shall hear all appeals and will follow the process and procedures as outlined in the Compliance Procedural Guidelines document. The chair of the hearing panel will be a voting member of the panel.

### **RESPONSIBILITIES:**

- Be familiar with ValleyMLS.Com Rules & Regulations, Bylaws and the ValleyMLS.Com Penalty Policy
- Prepare an annual review of the Penalty Policy and bring recommended updates/revisions to the Board of Directors for approval
- Provide direction and assistance to design the compliance program to help prevent and/or detect violations of the ValleyMLS.Com Rules & Regulations
- Assist Staff in communication of the Member Compliance Policy to ValleyMLS.Com Membership
- Review reports and actions resulting from audits or compliance issues
- Prepare reports and recommendations to the ValleyMLS.Com Officers & Directors
- Perform other duties and responsibilities as determined by the Chair of MLS

- Serve on Hearing Panel

**TERM:** Members of this committee shall serve for two (2) year terms and staggered so that ½ of the members are appointed each year. A person may only serve three (3) consecutive two-year terms; after two (2) calendar years off, a person will become eligible to be reappointed for additional terms. Subject to the limitation on terms served consecutively, there is no limit on the total number of terms a person may serve.

**REPORTING STRUCTURE:** Recommendations from the Member Compliance Committee will be presented to the ValleyMLS.Com Board of Directors for approval.

**FREQUENCY OF MEETINGS:** The Member Compliance Committee will meet at least quarterly, or more frequently as the committee may determine.

### **Section 3. MLS Forms Committee**

KEY FUNCTION: ***Maintaining the ValleyMLS.com Forms Library***

PURPOSE: The ValleyMLS.com Forms Committee, along with legal counsel, is charged with overseeing the development of new documents, forms and contracts and making recommendations regarding editing and/or revisions to the existing forms in the ValleyMLS.com forms library. Local Association form changes will not be addressed in this committee unless brought forward by an active member of that Association.

**CHAIR AND CO-CHAIR:** Each year, the Chair of the MLS shall appoint a Chair and Co-Chair for this committee with the approval of the Board of Directors.

**PRE-REQUISITE:** Committee members must have a minimum of 3 years of Real Estate Experience

**ROBERT'S RULES:** The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern meetings of this committee in all cases to which they are applicable and in which they are not inconsistent with the ValleyMLS Bylaws.

**CONFIDENTIALITY:** Members of this committee will be required to complete the ValleyMLS Confidentiality and Non-Disclosure agreement.

#### **VOTING:**

The Chair will be a non-voting position, except in a tie.

The Co-Chair and committee members will all be voting members of this committee.

#### **COMPOSITION OF THE COMMITTEE:**

The committee chair /co-chair can select members to serve from those who have completed an "Engagement Profile" and must be a member in good standing. One (1) Staff Member of MLS operations shall serve as the liaison to this committee.

#### **COMMITTEE APPOINTMENT:**

- 1 member from each board/association
- 4 members at large which shall represent one (1) company with over 50 agents; one (1) company with under 50 agents; one (1) independent company and one (1) franchise.
- ValleyMLS Legal Counsel

#### **CREATING THE COMMITTEE AGENDA:**

- Members of ValleyMLS.com who have suggestions on the creation of a new form, or revisions to an existing form should submit a request by completing the "Form change request" and submitting it to the forms chair and/or staff liaison on this committee and the member's request will be added to the next agenda.
- The requesting member may be requested to attend the meeting if more explanation is needed.

#### **APPROVAL PROCESS:**

- The committee will review the request and complete the "committee's response form.
- If the request receives an "up" vote, the response form and comments from the committee will be sent to legal for review, and form changes to be made.
- If the request receives a "down" vote, or fails to get a motion, no further action is taken
- The member who made the form request will be notified of the final decision
- After Legal Counsel review, ***if needed***, the new form, or edits to existing forms, may be returned to the committee for final review.
- The ValleyMLS leadership team will review and then present the request to the ValleyMLS.com Board of Directors for approval.

- Once approved (unless otherwise recommended) the form will be made available in the forms library as soon as it is administratively feasible. (Usually 1-2 weeks).

**TERM:**

Members of this committee shall serve for two (2) year terms and staggered so that ½ of the members are appointed each year.

A person may only serve three (3) consecutive two-year terms; after two (2) calendar years off, a person will become eligible to be reappointed for additional terms. Subject to the limitation on terms served consecutively, there is no limit on the total number of terms a person may serve.

**AVAILABILITY OF FORMS:**

Copies of new and/or revised forms will be forwarded to approved Form Vendors, (DocuSign, Dotloop) and also placed on Paragon in the MLS Documents library.

**MEETINGS:** To be held on an “as needed” basis. Workgroups will be assigned on an “As-Needed” basis.

#### **Section 4. MLS Technology Committee**

**KEY FUNCTION:** *Anticipate and Analyze MLS Technology Issues/Offerings*

**PURPOSE:** ValleyMLS is committed to staying at the forefront of technology. The ValleyMLS Technology Committee is charged with identifying and research technology, with the potential to enrich the ValleyMLS subscriber's user experience.

**CHAIR AND CO-CHAIR:** Each year, the Chair of the MLS shall appoint a Chair and Co-Chair for this committee with the approval of the Board of Directors.

**PRE-REQUISITE:** Committee members must have a minimum of 3 years of Real Estate Experience

**ROBERT'S RULES:** The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern meetings of this committee in all cases to which they are applicable and in which they are not inconsistent with the ValleyMLS Bylaws.

**CONFIDENTIALITY:** Members of this committee will be required to complete the ValleyMLS Confidentiality and Non-Disclosure agreement.

#### **VOTING:**

The chair, co-chair and all committee members will be voting members of this committee.

#### **COMPOSITION OF THE COMMITTEE:**

The committee chair /co-chair can select members to serve from those who have completed an "Engagement Profile" and must be a member in good standing. One (1) Staff Member of MLS operations shall serve as the liaison to this committee.

#### **COMMITTEE APPOINTMENT:**

- 1 member from each board/association
- 2 members at large

**TERM:** Members of this committee shall serve for two (2) year terms and staggered so that ½ of the members are appointed each year. A person may only serve three (3) consecutive two-year terms; after two (2) calendar years off, a person will become eligible to be reappointed for additional terms. Subject to the limitation on terms served consecutively, there is no limit on the total number of terms a person may serve.

#### **CREATING THE COMMITTEE AGENDA:**

- Members of ValleyMLS.com who have suggestions about adding new technology, or making changes to existing technology should complete the Committee Agenda Item form, located on the dashboard.
- The member will then be notified of the next scheduled meeting and will be encouraged to attend the meeting in order to present their request.
- If the requests receive a "down" vote, or fails to receive a motion, no further action is taken.

#### **APPROVAL PROCESS:**

- If the requests receive an "up" vote, they are forwarded to the ValleyMLS.Com Board of Directors for consideration.
- Costs proposal shall be provided to the Chair of the Finance Committee
- All Contract/Addendum shall be forwarded to Legal Counsel for Review
- Present all recommendations to the ValleyMLS Board of Directors for final approval.

#### **MEETINGS:**

To be held on an "as needed" basis.

**Work Groups** will be assigned on an “As-Needed” basis.

## **Section 5. MLS Workgroups**

KEY FUNCTION: Short term projects to address participant and subscriber requests outside of the committee structure. Requests may be made through the form located on the MLS Dashboard or in writing to the Director of MLS operations or Chair of ValleyMLS.com

### **Reporting Structure:**

Reports of MLS Workgroups shall be heard by the ValleyMLS.com Board of Directors for consideration.

Frequency of Meetings:

As needed

**LIAISON:** One (1) Staff Member of MLS operations shall serve as the liaison to this committee.

## Section 6. Coming Soon Policy

REFERENCE: ValleyMLS.Com Rules & Regulations, Section 21. Item #5

**COMING SOON PROPERTIES ARE DEFINED AS PROPERTIES NOT AVAILABLE FOR SHOWING. CERTAIN PRE-MARKETING ACTIVITY IS PERMITTED IN THIS STATUS. COMING SOON IS A TEMPORARY STATUS AND IS LIMITED TO 5 CALENDAR DAYS.**

ValleyMLS.Com will accept a listing before it is available to be shown for up to 5 Calendar days with a signed listing agreement and “Coming Soon” addendum. The broker must submit the listing upon a) 1 business day of public marketing or b) beginning date entered as “Marketing Date” on the listing agreement. Upon entry, the listing status must be coded and displayed as “Coming Soon” in the ValleyMLS.Com database and ValleyMLS.Com public remarks. DOM will not accumulate during the period it is in Coming Soon status and will begin once the property status is changed to Active.

- An executed MLS listing agreement must be on file.
- Seller requests and authorizes Broker to utilize the “Coming Soon” status in the MLS system while the Property is being prepared for sale and marketing.
- The Property will be entered into the MLS in Coming Soon status and in accordance with the MLS rules.
- If seller elects not to sign the Coming Soon addendum, then no Coming Soon sign, rider or advertising on the property, representing Coming Soon, or any variation thereof, can take place until the home is Active in the Multiple Listing Service.
- The “Coming Soon” status is a temporary status and requires an “Expected On-Market Date” no more than 6 days in the future. The listing may be changed to an Active status prior to reaching this date, but it will *automatically* change to an Active status on the morning of your Expected On-Market date OR the 6th day it has been in the MLS, whichever is sooner.
- The “Expected On-Market Date” of a listing in Coming Soon status will be published on all subscriber and agent displays of MLS data by MLS (e.g., listing reports, valleymls.com, etc.).
- The Coming Soon listing must contain a minimum of one CURRENT front exterior photo or rendering, aerial photo, or water view of the property. Front exterior photos must show a majority of the total home/building and the broker’s yard signage may not be visible in the photo/image.

### **A listing broker may not re-list a property in COMING SOON status unless:**

- *The listing has been in EXPIRED or CANCELLED status for over 60 days, or*
- *The property is listed with a new brokerage firm, or*
- *The property has been sold or rented.*
- *Listings may not be transferred from any other status, to COMING SOON.*
- **MARKETING:** Coming Soon listings can be promoted (as coming soon) on MLS Public Website only. Agents may also display a yard sign and may advertise coming soon listings on social media once the property is listed in the MLS. Coming soon listings will be excluded from distribution to third-party sites.
- **SHOWINGS:** No showings are allowed during the time the property is listed in Coming Soon Status. A penalty will be assessed to the Listing and Buyers Agent for any showings that occur during the time in this status.
- **DOCUMENTATION:** The COMING SOON ADDENDUM MUST be attached to the listing (or otherwise provided to ValleyMLS.com) within 3 working days of a entering the property into the MLS.

## Section 7. Office Exclusive (OE) Policy

**Reference:** ValleyMLS.Com Rules & Regulations, Section 20.9 (F) Office Exclusive Listing

**Definition:** Office Exclusive listings are an important option for those sellers who are concerned about privacy and wide exposure of their property being for sale. For an Office Exclusive listing, no public marketing is permitted\* direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients is not considered public marketing and is permitted.

**\*Note:** In accordance with ValleyMLS.com's clear cooperation Policy: If an Office Exclusive listing is publicly displayed or marketed to the general public, it must be submitted to the MLS for cooperation within one (1) business day. (Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (Including IDX and VOW) digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

Office Exclusive listings shall be entered into the MLS in the Office Exclusive Listing Status within 3 business days of a signed listing agreement

- An Office Exclusive Addendum must be submitted to the service within 3 business days of a signed listing agreement. Submission can be made by emailing the addendum to [mlssupport@valleymls.com](mailto:mlssupport@valleymls.com) or by uploading the document directly into the MLS listing as an Associated Document.
- Office Exclusive listings do not accrue Days on Market.
- Office Exclusive listings are not disseminated by the MLS to any other Participants outside of the listing office.
- Office Exclusive listings are not included in any third-party data feeds by the MLS or transmitted to any third party by the MLS.
- Office Exclusive listings will not be included with other similar properties when other MLS members perform a search for available properties that meet the Office Exclusive criteria.
- If an Office Exclusive listing is publicly marketed as described above, the status must be changed from Office Exclusive to an Active status within one (1) business day of any public marketing.

### **STATUS CHANGES**

*A listing broker may not re-list a property in Office Exclusive status unless:*

- *The listing has been in EXPIRED or CANCELLED status for over 60 days, or*
- *The property is listed with a new brokerage firm, or*
- *The property has been sold or rented.*
- *Listings may not be transferred from any other status, to Office Exclusive.*

**MARKETING:** In an office exclusive listing, direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients is permitted. However, no public marketing is allowed in this status. If an Office Exclusive listing is publicly marketed, the status must be changed from Office Exclusive to an Active status within one (1) business day of any public marketing.

**SHOWINGS:** At Broker and Clients Discretion

## Section 8. Delayed Marketing Policy

**Definition: Delayed Marketing:** Is an exempt listing where the seller has directed the listing broker to delay the public marketing of that listing through IDX and syndication for any period as allowed by the local MLS in its unfettered discretion. A delayed marketing listing shall be filed with the MLS and does not preclude the listing firm from marketing the listing in a manner consistent with their seller's choice.

**Exempt Listing Disclosure:** The filing of an exempt listing (office exclusive or delayed marketing) with the MLS must be pursuant to a certification obtained by the listing broker from the seller which includes:

- disclosure about the professional relationship between the Participant and the seller;
- acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and
- confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a delayed marketing listing.

### Local Policy:

**Delayed Marketing Listing:** Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for zero (0) days. A delayed marketing exempt listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the delayed marketing exempt listing in a manner consistent with the seller's choice.

**Note:** The Delayed Marketing Option is not applicable due to the election of zero (0) day delay.

## Section 9 Temporary Off Market Policy

### TEMPORARY OFF MARKET POLICY

REFERENCE: ValleyMLS.Com Rules & Regulations, Section 20 (9H)

Temporary Off Market (TOM) Status is used when there is a valid listing agreement in effect, however, the seller requests to temporarily cease showings and marketing efforts for a period of time.

DAYS ON MARKET: Days on Market will not count while in this temporary status.

### OTHER DETAILS SURROUNDING THE USE OF THIS STATUS

- A property that has an executed MLS listing agreement, however, the seller has requested that marketing and showings be temporarily suspended, due to a death, vacation, property repairs, or other unforeseen circumstance.
- Seller has requested and authorizes the broker to utilize the Temporary Off Market status in the MLS system.
- MARKETING: ALL marketing must be suspended during the time the listing is in this status.
- SHOWINGS: The property **will not** be eligible for any client/customer showings and/or agent previews, while the status is in TOM Status.
- This status is permitted for use for up to a MAXIMUM of 30 days total. The status will automatically return to active status after 30 days.
- DOCUMENTATION REQUIRED: The SELLER is the only individual that can initiate a listing being classified as TOM. As such, any TOM listing will require certification, signed by the seller, indicating their initiation of the TOM status which must accompany any TOM listing in the MLS.
- COMPLIANCE:  
Violation of this policy will result in a fine.

### STATUS CHANGE OPTIONS

- A listing in TOM status can be maintained to an Active Status only. Other status change options are available once maintained to Active.

## Section 10. Team Sales and Production

- Sales production numbers to be calculated annually and based on the calendar year.
- ValleyMLS.Com production numbers to be recognized as the “Official” basis for all claims of Membership production both verbalized and written. All other production category claims must be sourced, substantiated, and not in conflict with ValleyMLS.Com results.
- Production to be categorized by both Sales volume and Units sold.

Team sales cannot be claimed or advertised as personal production. ValleyMLS.Com team members are required to submit all listing and sold data to the MLS based on the current Paragon platform and subject to audit if challenged by another ValleyMLS.Com member or staff. Member non-compliance to be addressed in the Penalties and Enforcement Procedures section of the Multiple Listing Service Guidelines of the ValleyMLS.Com and/or as modified by the O&D.

### **RATIONALE:**

#### **The Code of Ethics, • Standard of Practice 12-7**

Realtors® who participated in the transaction as the listing broker or cooperating broker (selling broker) may claim to have “sold” the property. NOTE: Unresolved violations will fall under the Code of Ethics and will be handled via Professional Standards.

- The practice of ValleyMLS.Com members who claim company /team sales production as personal production for sales of which the agent had no direct involvement in the transaction without proper disclosure and categorization, could be determined to be in violation of the Realtor Code of Ethics and MLS guidelines for the following:
- Misleading to the public by making claim to sales of which the agent has no personal knowledge of the property or interaction with the customer/client.
- Creates an unfair advantage over fellow Realtors with the incongruent sales comparison of individual agents to multi-agent teams as personal production and subsequently marketing these sales production claims and MLS ranking to the public for personal gain.
- Distorts the legitimacy and accuracy of the MLS data. Listing agents are to report the true facts of all closed sales to the MLS which include price, terms, and parties to the transaction which include the actual selling agent. As Realtors, to claim representation of a sale should include more than placing one’s name on the MLS change notice.

Production numbers to be held confidential by ValleyMLS.Com staff and available to the Membership at the Broker level only or as directed by O&D. Brokers may only pull and/or request their own office production!

## **Section 11. Advertising Communities on ValleyMLS.com**

### **ValleyMLS.Com ADVERTISING COMMUNITIES ON PARAGON POLICY AND PROCEDURES**

#### **Guidelines**

Must be a ValleyMLS.Com member in good standing

Must be New or Under Construction communities

Agents are allowed to include all contact information necessary to advertise the community. To include, Agent Name, Phone Number(s) Website address, Email Address.

## **Section 12. ValleyMLS Board Meeting Policy (Approved 09/2025)**

### **ZOOM MEETING POLICY**

All board meetings are to be attended in person. Exceptions will be permitted under the following circumstances:

- The board member travels more than 50 miles from the meeting location.
- The board member is on business or personal travel.
- Other extenuating circumstances, subject to approval by the MLS Chair.

## Section 13. Member Harassment of an Employee

### HUNTSVILLE AREA ASSOCIATION OF REALTORS AND VALLEYMLS HARASSMENT POLICY

#### (a) HARASSMENT POLICY

This section appears as optional Section 14 under Article VI of the NAR Model Bylaws.

Section 14. Harassment. Any member of HAAR/ValleyMLS may be reprimanded, placed on probation, suspended or expelled for harassment of an HAAR/ValleyMLS employee or HAAR/ValleyMLS officer or director after an investigation in accordance with the procedures of HAAR/ValleyMLS. As used in this section, harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, intimidating or offensive work environment. The decision of the appropriate disciplinary action to be taken shall be made by the investigatory team comprised of the president, and president-elect and/or vice president and one member of the board of directors selected by the highest-ranking officer not named in the complaint, upon consultation with legal counsel for HAAR/ValleyMLS. Disciplinary action may include any sanction authorized in HAAR/ValleyMLS' s Code of Ethics and Arbitration Manual. If the complaint names the president, president-elect or vice president, they may not participate in the proceedings and shall be replaced by the immediate past president or, alternatively, by another member of the board of directors selected by the highest-ranking officer not named in the complaint.

#### (b) HARASSMENT OF HAAR/VALLEYMLS STAFF

Harassment is illegal conduct and is contrary to the policy of HAAR/ValleyMLS. As used in HAAR/ValleyMLS policy, harassment means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, intimidating or offensive work environment.

#### (c) COMPLAINT PROCEDURE

Any employee who believes that he/she has suffered harassment by any member of HAAR/ValleyMLS must bring the problem to the attention of the President or Executive Vice President. The complaint does not have to be in writing; however, it is recommended, it is helpful if details of dates, times, places and witnesses, if any, to the harassment alleged can be provided.

All complaints will be investigated promptly and with strictest confidentiality by an investigatory team comprised of the President, President-Elect and/or Vice President and one (1) member of the Board of Directors selected by the highest-ranking officer not named in the complaint after consultation with legal counsel for HAAR/ValleyMLS. If the complaint involves the President, President-Elect and/or Vice President, they shall be replaced on the investigatory team by the immediate Past President or, alternatively, by another member of the Board of Directors selected by the highest-ranking officer not named in the complaint.

Both the complainant and the accused will be provided a full opportunity to present their cases. Witnesses interviewed will be provided only such information as is necessary to elicit from them their observations and other relevant information.

Disciplinary action against any member found to have harassed an HAAR/ValleyMLS employee may consist of any sanction authorized in the Code of Ethics and Arbitration Manual, such as verbal or written warning,

probation, suspension or termination depending on the gravity of the incident. Prior incidents of similar behavior shall be taken into consideration when determining the appropriate disciplinary action. Such decision shall be made by the investigatory team.

Clear, strong, and convincing shall be the standard of proof by which alleged allegations of harassment are determined. Clear, strong, and convincing shall be defined as that measure or degree of proof which will produce a firm belief as to the validity of the allegations sought to be established.

It is contrary to the policy of HAAR/ValleyMLS for a member to retaliate against any employee who files a charge of harassment. All possible steps will be taken to eliminate the possibility of retaliation resulting from the filing of a complaint.

In the event a complaint of harassment is found to be totally and completely without basis, appropriate disciplinary measures may be taken against the employee who brought the complaint. While this is in no way intended to discourage employees, who believe they have been the victim of harassment from bringing a complaint, HAAR/ValleyMLS recognizes that a charge of harassment can cause serious damage to the personal reputation and professional career of the accused.

## Section 14. Policy for Licensed Assistants and Limited Referral (Holding) agents

(FAQ Document – [HERE](#))

### **Purpose:**

This Section establishes the conditions under which **licensed and unlicensed assistants** may be granted limited MLS access at a reduced fee, while preserving broker supervision, MLS data security, and compliance with Alabama real estate law, NAR Model MLS Rules, and ValleyMLS Rules and Regulations.

### **A Licensed Assistant is an individual who:**

- a. Holds an active real estate license issued by the Alabama Real Estate Commission;
- b. Is affiliated with and supervised by a REALTOR® Participant of the MLS;
- c. Is designated in writing by the Participant as authorized to access the MLS solely to provide support services; and
- d. Has executed a written MLS Confidentiality and Acceptable Use Agreement.

### **Fees:**

Normally, under ValleyMLS policies, all active real estate licensees, licensed or certified appraisers, and appraisal trainees affiliated with a Member Participant (“MP”) are required to subscribe to the MLS, and applicable MLS fees are assessed accordingly. This requirement applies regardless of whether the licensee works as part of a team, represents buyers exclusively, or performs any other active real estate services requiring MLS participation.

However, ValleyMLS offers a reduced-fee structure for individuals operating under a limited function provided such individuals strictly engage in activities as described for the licensed or unlicensed assistant and do not participate in MLS-related brokerage functions as defined by ValleyMLS policy.

### **MLS Fees** \$570 annual fee

No Application fees and Orientation is waived

**Association Fees:** Determined by your local association. (Discount for local & state application fees and annual NAR assessment fees will be applied)

The discounted annual fees are available for the licensed assistant under the following general provisions:

- e. The Participant (Designated Realtor) completes the ValleyMLS Broker Load-Assistant form.
- f. The licensed assistant is not acting as an independent agent for MLS purposes.
- g. All MLS activity conducted by an assistant shall be deemed the activity of the supervising Participant broker.
- h. Assistants shall be issued individual MLS login credentials. Shared credentials are strictly prohibited.
- i. Assistants may access the MLS only for purposes necessary to support the Participant or affiliated licensees within the same brokerage.
- j. The Participant broker bears full responsibility for the accuracy of MLS data and compliance with MLS Rules and Regulations.
- k. The Participant must certify that the assistant has completed the Listing Input and Maintenance Training provided by Paragon.

The Participant and the Assistant further certifies that the licensed assistant will not use the MLS for any use, other than what is needed to **assist** the Office/Agent within the Firm.

As such, the licensee **may not:**

1. Use this MLS’s systems, databases, lockboxes, etc. for personal use, that would normally be permitted by a licensee who fulfills all membership requirements.
2. Be identified as a listing agent on an active or pending property listed in the MLS
3. Represent buyers or sellers independently
4. Use MLS data feeds, IDX, or syndication services
5. Display MLS data on personal or third-party sites

6. Be issued a Lockbox/Key
7. Conduct or attend open houses
8. Drive or accompany prospects to a property

#### **MLS Access Credentials and System Use**

- a. Assistants shall initially be granted read-only MLS access.
- b. Elevated access is permitted only through approved **Assume Identity** authorization.
- c. All MLS activity remains attributable to the Participant or Subscriber whose identity is assumed.

#### **Separation, Replacement and Status Changes**

- a. Participant must notify the MLS of such within 10 working days of an assistant's separation.
- b. If the annual reduced fee has been paid, the Participant may designate one replacement assistant within the same calendar year for a **\$50 administrative fee**.

#### **Revocation of Reduced Fee Status**

- Voluntary

Upon notice to the MLS, a Licensed Assistant may convert to full Subscriber status. All standard MLS fees shall become immediately due, and any previously waived requirements shall apply.

- Involuntary

The MLS may revoke reduced-fee status if an assistant:

- a. Exceeds authorized MLS use;
- b. Performs prohibited activities; or
- c. Appears as an agent of record on an MLS listing.

Consequences may include retroactive billing of full Subscriber fees, assessment of penalties up to **\$2,500** billed to the Participant, and suspension of reduced-fee eligibility for up to one (1) year.

#### **THE UNLICENSED ASSISTANT**

##### **An unlicensed assistant is an individual who:**

- a. Does not hold an active real estate license in Alabama;
- b. Is designated in writing by a REALTOR® Participant as authorized to access the MLS solely to provide administrative or clerical support services; and
- c. Has executed a written MLS Confidentiality and Acceptable Use Agreement.
- d. The Participant (Designated Realtor) completes the ValleyMLS Broker Load-Assistant form.
- e. Participant must certify that the assistant has completed the Listing Input and Maintenance Training provided by Paragon.
- f. The Participant and the Assistant further certifies that the assistant will not use the MLS for any use, other than what is needed to **assist** the Office/Agent within the Firm.

Consistent with Ala: Code 34-27-2; 34-27-30 & Rule 790-X-1-.04 an unlicensed assistant may perform the following duties under the direct supervision of the Participant or licensed designee:

- Clerical, administrative, and bookkeeping tasks, forward calls, take messages and make appointments for licensees.
- Send listing information to a multiple listing service, filling out the necessary forms.
- Deliver information and forms to a mortgage company and closing attorney or agent as part of the preparation for closing.
- Get keys from a client/owner and have keys made.
- Write and place advertising in a newspaper and other forms of publication.
- Receive and deposit funds to be held in trust for others including earnest money, security deposits, and rental payments.
- Type forms

- Place signs on property
- Arrange for and oversee repairs
- Make rental collection calls to tenants
- Answer questions about a property as long as the answers are available in some pre-printed form.
- Give a key to a prospect
- Open Door to Oversee Repairs
- Place or remove a lockbox from a listing

**Note:** The lockbox key for the un-licensed assistant will have limited access requiring the CBS code of a LOCKBOX.

**Prohibited activities of the unlicensed assistant:**

- Prepare or discuss a listing or property management agreement with an owner.
- Show any property or be at an open house for any purpose
- Drive or accompany a prospect to a property
- Negotiate or discuss the terms of a sale or rental
- Procure or assist in procuring of prospects for the purpose of the sale, exchange, lease or rental of real estate.
- Prepare or have a prospect sign an offer to purchase or lease
- Present an offer to an owner

Any violation shall result in an immediate termination of MLS access

**Enforcement and Sanctions**

The MLS may impose sanctions for violations of this Section in accordance with MLS Rules and Regulations, including suspension or termination of MLS access.

Next Steps:

**Forms.** An Assistant is provided MLS login credentials upon completion of the **Request for Broker Load/Assume Identity-Assistant Form**. Once the assistant is given login credentials, they will have “read-only” access to the MLS until they “Assume the Identity” of the Participant or Subscriber, as identified on the Broker Load Form.

**Training:** Both licensed and unlicensed assistants must certify in writing that they have completed the [Listing Input and Maintenance](#) training provided by Paragon.

**Certification and annual Review**

Annual recertification required

Failure to submit annual certification may result in termination of MLS access.

## ARTICLE 14: SERVICE FEES AND CHARGES

The following service charges for operation of ValleyMLS.Com are in effect to defray the costs of ValleyMLS.com and are subject to change from time to time in the manner prescribed (12-17)

1. The initial membership fee shall be \$150.00 for each participating firm.
2. There is an annual Office Participation Fee for each participating firm of \$100.00.
3. The initial application fee of each licensee shall be \$400.00
4. Quarterly dues for each Participant and his affiliated licensees will be determined by the ValleyMLS.Com Board of Directors. Payment will be due on the first day of the quarter and delinquent on the tenth day of the first month of the quarter. If payment is not received from the licensee by the delinquent date, the licensee's service will be suspended and the licensee's broker will be notified of the non-payment of dues. (10-01)
5. The quarterly dues for each non-REALTOR® Participant and his affiliated licensees shall be the same as those for REALTOR® Participants and their licensees except that the Board of Directors may add a differential charge thereto to compensate for the services and activities of the Association which benefit ValleyMLS.Com but are funded by Association dues.
6. Any licensee affiliating with a ValleyMLS.Com participating office must individually subscribe to ValleyMLS.Com within 30 days of license activation or transfer or submit a Certification of Non-Use form as described in Policy 7.43. The 30 days is measured by the most recent Active/Paid/Transfer date on their licensing verification web page with the Alabama Real Estate Commission (AREC). If a licensee fails to subscribe within 30 days, or submit a Certification of Non-Use form, ValleyMLS.Com will invoice and collect appropriate participation fees from the Designated REALTOR® (DR) until such time that the licensee individually subscribes to ValleyMLS.Com or their license is no longer active with that office or a Certification of Non-Use is filed. Initial quarterly participation fees shall be calculated from the Active/Paid/Transfer date noted above. (6-13)
7. **Certification of Non-Use:** MLS provides participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser in a participating office who can demonstrate subscription to a different MLS where the principal broker for the office also participates. This policy is more fully described in Policy 7.43.
8. **Notification of Transfer or Termination of Agents:** A form will be required from when transferring or terminating an agent. This form must be submitted to ValleyMLS.Com by the tenth (10th) of the month or any unpaid participation fees are the responsibility of the broker. (12-14)
9. Participants/Brokers will be responsible for notifying ValleyMLS.Com of the agent's intention to discontinue his/her participation. MLS dues and fees are non-refundable. Exceptions based on medical necessity or military service shall be referred to the MLS President for consideration under the Rules and Regs terms of Section 6. Item 10. ("Medical Leave"). (02-13)  
NOTE: No refund of dues will be paid to a resigning member. (02-13)
10. **Broker Load** (Licensed Assistants) A Licensed assistant shall pay \$600 annually and will be billed in the 3<sup>rd</sup> quarter of each year. **Note 1:** The licensed assistant will assume the identity of the Participant.  
**Note 2:** There is a \$50.00 transfer fee for a licensed assistant.  
(Unlicensed Assistants) An unlicensed assistant shall pay an annual fee of \$300 and will be billed in the 3<sup>rd</sup> quarter of each year.
11. **Medical Leave:** Any person requiring a leave must apply for same in writing. The President is authorized to grant medical leaves not to exceed 90 days. The President shall inform the Officers and Directors of his action at the next meeting. Medical leaves beyond 90 days and all other leaves shall be granted upon approval by the Board of Directors. Dues shall be suspended during the term of an approved leave. Dues will be waived for licensees called to active duty in the military until their return. (12-01).
12. **Public Service Fee** (Governmental Agencies, such as Tax Assessor's office or City Planning Commission) A responsible party requesting access to the MLS services is required to complete the application (and assume identity form, if applicable) for access and will pay an annual fee of \$300.00. Application fees will be waived.

## Dues Schedule

- NEW SUBSCRIBERS: \$150/quarter (\$50/month) plus \$400 application fee. Appraisers who hold REALTOR® membership are also eligible for this service.
- PUBLIC SERVICE MEMBERS: \$300 Annual – Billed in the 3<sup>rd</sup> quarter each year.
- LICENSED ASSISTANTS: \$600 Annual – Billed in the 3<sup>rd</sup> quarter each year.
- UNLICENSED ASSISTANTS: \$300 Annual – Billed in the 3<sup>rd</sup> quarter each year.
- NEW COMPANIES: Add \$500 to new companies as a one-time set-up fee.
- RETURNING SUBSCRIBERS:
  - If the lapse is less than 8 months: Pay all dues & late fees to bring them current. No application fee is to be collected.
  - If the lapse is more than 8 months: Pay the full application fee and current dues.

\*\*Returning REALTORS must complete orientation requirements if inactive for 6 months or longer.

Note: Notification of Transfer (*Agent Transfer Form*) or Termination of Agents (*Agent Delete Form*): Brokers will require a form when transferring or terminating an agent. This form must be submitted to ValleyMLS by the tenth (10th) of the month, or any unpaid participation fees are the broker's responsibility.

**(Make checks payable to ValleyMLS.com)**

## Billing Cycle Table

Quarter	Invoiced	Due	Broker Notified of Unpaid MLS Fees ---- Primary Assn notified	Individual Interrupted at 9am and Broker Notified & Primary Assn Notified	Late Fee Created and Broker Notified & Primary Assn Notified	Office Interrupted at 9am, Broker Notified & Billed for Unpaid Licensees' MLS Fees & Primary Assn Notified
First Quarter January 1-March 31	December 10	January 1	January 2	January 11	January 16	February 1
Second Quarter April 1-June 30	March 10	April 1	April 2	April 11	April 16	May 1
Third Quarter July 1-Sept 30	June 10	July 1	July 2	July 11	July 16	August 1
Fourth Quarter October 1-Dec 31	September 10	October 1	October 2	October 11	October 16	November 1
Annual Billing (Q4, Q1, Q2, Q3) October 1 – September 30	September 10	October 1	October 2	October 11	October 16	November 1

*\*Invoicing early is not a problem if the 10<sup>th</sup> falls on a weekend.*

*\*\*Interrupt access on the next business day if the 10<sup>th</sup> falls on a weekend or holiday.*

If the quarterly dues or any fees (not to include fines) to ValleyMLS.Com are not paid by on or before the 15th day of the first month of any given quarter, a late fee of \$50 will be required when payment is made. The participant will be notified at that time by email or certified mail of the delinquency. Delinquent payments and late fees not received by the end of the 1st month of the quarter will result in the office status being changed to inactive until payment is received. (10-14)

1. 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 for failure to comply
2. When individual ValleyMLS.Com access for a Designated REALTOR® (DR) in a company or office has been interrupted for any reason, ValleyMLS.Com access for the entire company or office shall be interrupted until the reason for DR's interruption has been corrected or eliminated. (6-13)

## STATE POLICIES

COMPLETE LIST OF NAR POLICIES

- M** Mandatory\*
- R** Recommended
- O** Optional
- I** Informational

## A. MLS ANTITRUST COMPLIANCE POLICY

### MLS Antitrust Policy

The purpose of multiple listing is the orderly correlation and dissemination of listing information to participants so they may better serve the buying and selling public. Boards and associations of REALTORS® and their multiple listing services shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas.

Boards and associations of REALTORS® and their MLSs shall not:

1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services (Interpretation 14).
2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
7. Prohibit or discourage participants from taking “office exclusive” listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants (Interpretation 10).
9. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
10. Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
11. Prohibit or discourage participants or subscribers from participating in political activities (Interpretation 15).
12. Interfere in or restrict participants in their relationships with their affiliated licensees (Interpretations 16 and 17).

As used in this policy, “rule” includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not. “Multiple listing service” and “MLS” means multiple listing service committees of boards and associations of REALTORS® and separately-incorporated multiple listing services owned by one or more boards or associations of REALTORS®.

These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to agreements entered into by an MLS or board or association of REALTORS® and an agency of government, and to final decrees of courts or administrative agencies.

This policy does not prohibit boards or associations of REALTORS® or their MLSs from adopting rules or policies establishing the legitimate uses of MLS information, from prohibiting unauthorized uses of MLS information, or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.

It is the duty and responsibility of all boards and associations of REALTORS® and MLSs owned by or controlled by boards or associations of REALTORS® to ensure that all bylaws, rules, regulations, and other governance provisions comply with all mandatory multiple listing policies of the NATIONAL ASSOCIATION OF REALTORS®. Boards and associations of REALTORS® failing to conform with these policies will be required to show cause why their charters should not be revoked.

The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the NATIONAL ASSOCIATION OF REALTORS®. *(Amended 11/04)* **M**

## **B. STRUCTURE**

### **Section 1. Types of Multiple Listing Services**

Basically, there are two types of multiple listing activities used by associations of REALTORS®. The essential characteristics of each may be summarized as follows:

1. A multiple listing activity available for voluntary participation, but requiring members (principals) who participate to submit all listings of designated types of property, is termed “a mandatory listing service.”

The mandatory service permits each REALTOR® to decide whether or not multiple listing is consistent with the REALTOR®’s method of doing business. If a decision is made to participate in the activity, however, then all listings covered by the rules are required to be submitted.

2. A multiple listing activity available to all members (principals), but the submission of any listing is an option of the member; this is termed “a voluntary listing service.”

Note: Any multiple listing activity in which it is compulsory that all members of an association of REALTORS® participate and submit information on all designated types of listings would be in direct conflict with the National Association’s bylaws, Article I, Section 2, which bans the adoption by associations of REALTORS® of inequitable limitations on membership. On November 15, 1960, the Board of Directors of the National Association officially adopted the following interpretation: “A requirement to participate in a multiple listing service in order to gain or maintain REALTOR® membership is an inequitable limitation on membership.” **I**

### **Section 2. Association and MLS Compliance with NAR Policy**

Those associations or multiple listing services found by the National Association to be operating under bylaws or rules and regulations not approved by the National Association are not entitled to errors and omissions insurance coverage and their charters are subject to review and revocation. **I**

### **Section 3. MLS Reciprocal Agreements Between Association Contract Service for MLS, or Other Association Agreements Concerning the Association (Policy Statement 7.19)**

If an agreement is in effect or being considered between associations of Realtors® or between MLSs for establishment of an MLS cooperative venture of any type, the agreement should be in writing including, but not limited to, the following items:

1. purpose of the agreement
2. geographic territory to be served
3. rights and responsibilities of each association and its members
4. form of governing body
5. method of appointment or election of such governing body
6. responsibilities and accountability of the governing body to the respective associations party to the agreement
7. roles and responsibilities of each association for enforcement of the Code of Ethics and for dispute resolution between MLS participants
8. intent of the multiple listing service(s) to operate in compliance with the multiple listing policies of the National Association

9. terms and procedures for resolving controversies between associations or between the association and the MLS. The agreement should also specify the terms under which the agreement may be terminated
10. rights and responsibilities of recipients of data related to relicensing of data (Amended 11/04) **M**

#### **Section 4. Relationship of Association with Independent MLS in Association Area (Policy Statement 7.20)**

No association may make or maintain any rule prohibiting a REALTOR® from participating in an independent multiple listing service. Associations shall take every action necessary to avoid responsibility and liability for the policies, practices, conduct and activities of any unaffiliated multiple listing service not owned and operated by it. In this connection the association shall document by letter to such independent multiple listing service that the association has no relationship or agreement with the service, no jurisdiction over the service, and no responsibility for it. (Amended 2/94)

This policy statement is not intended to prohibit associations from entering into cooperative relationships with independent multiple listing services (that limit participation to appropriately licensed or certified individuals or firms), including reciprocity agreements, regionalization agreements, and other forms of cooperative venture. (Adopted 2/94)

Such agreements may limit coverage under the National Association's blanket errors and omissions insurance policy and associations will want to ascertain the extent of insurance coverage, and the availability of coverage from other sources, prior to entering into such agreements. (Adopted 2/94)

Explanation: A primary responsibility of an association of REALTORS® is to protect the interests of the association and its members. With respect to an unaffiliated independent multiple listing service not owned or controlled by the association, or that is not party to an agreement with the association, the association has no jurisdiction over such multiple listing service and can, therefore, assume no responsibility for it or its actions. Positive effort should, therefore, be made to establish clearly that there is no relationship between the association of REALTORS® and the independent multiple listing service even though some or all of the multiple listing service participants may also be members of the association, and that no direct or indirect control is exercised by the association in connection with said independent multiple listing service. Such effort by the association should be documented to provide a basis for extricating the association from any litigation which may be brought against the independent multiple listing service and which may also name the association as a party to such litigation. **M**

#### **Section 5. Information Related to Listings of Commercial and Industrial Property (Policy Statement 7.33)**

An association or association MLS may also publish a compilation of commercial and industrial properties listed with association or MLS members so that prospective cooperating brokers will have the opportunity to contact the listing broker to learn the terms of any cooperative relationship the listing broker wishes to establish. Such a mechanism is not a multiple listing service. If an association or association MLS provides this type of informational function (commonly referred to as a commercial information exchange or CIE) to its members, it shall not publish either the total commission negotiated between the listing broker and the seller or any offers of compensation to cooperating brokers. If a relationship is established between the listing broker and a prospective cooperating broker, it is strongly recommended that the terms and conditions be established in writing prior to the time the cooperating broker commences any efforts to produce a prospective purchaser or lessee. None of the foregoing is intended to preclude a CIE from providing, as a matter of local determination, access to information from CIE compilations to affiliate members of associations or to others engaged in recognized fields of real estate practice or in related fields.

CIE fees, dues and charges: CIE participants must be given the option of a no-cost waiver for any licensee or licensed or certified appraiser who does not use the service and who can demonstrate subscription to a different CIE or MLS where their principal is a participant. CIEs may, at local discretion, require that broker participants sign

a certification for nonuse of the CIE's services by their licensees, which can include penalties and termination of the waiver if violated. **M**

## **Section 6. Service Area of Association Multiple Listing Service (Policy Statement 7.42)**

The service area of multiple listing services owned and operated by associations of REALTORS® Service Area of Association is not limited to the jurisdiction of the parent association(s) of REALTORS®. Rather, associations are encouraged to establish multiple listing services that encompass natural market areas and to periodically reexamine such boundaries to ensure that they encompass the relevant market area. While associations are encouraged to work cooperatively to establish market area multiple listing services, the absence of such an agreement shall not preclude any association from establishing and maintaining a multiple listing service whose service area exceeds that of the parent association(s) jurisdiction. MLSs may not require other offices of a firm to participate in the MLS if any office of that firm participates in that MLS. (Revised 11/17) **M**

**Note:** The Service Area within which ValleyMLS.Com shall function shall at all times be the service area designated by the ValleyMLS.Com Board of Directors

Listings of single-family residential property located outside ValleyMLS.Com service area will be accepted if submitted voluntarily by a Participant but cannot be required to be submitted by ValleyMLS.Com.

## **C. ADMINISTRATION**

### **Operational Issues**

#### **Section 1. Procedures to Be Followed by an Association of Realtors upon Demand for Access to the Association's MLS Without Association Membership(Policy Statement 7.25)**

In states other than California, Georgia, Alabama, and Florida, whenever an association is confronted with a request or demand by an individual for access to the association's multiple listing service without membership in the association, member associations are advised that the association should immediately advise both the state association and the Member Experience Team of the National Association, and the recommended procedures will be provided to the member association with any other pertinent information or assistance. It is important that the state association and National Association be advised immediately if such request or demand for access to the association MLS as described is received. **M**

#### **Section 2. Prerequisites for Participation in or Access to a Commercial/Industrial MLS of an Association of REALTORS (Policy Statement 7.26)**

An association may require any applicant for commercial information exchange participation or commercial/industrial MLS participation and any licensee affiliated with the CIE or C/I MLS participant who has access to and use of CIE or C/I MLS-generated information to complete an orientation program of no more than twelve (12) classroom hours devoted to the CIE or C/I MLS rules and regulations and computer training related to the CIE or C/I MLS information entry and retrieval. (Amended 11/96)

Note: Associations are not required to establish prerequisites for CIE or C/I MLS participation beyond holding REALTOR® (principal) membership in an association. However, if an association wishes to establish prerequisites for CIE or C/I MLS participation or access to CIE or C/I MLS-generated information, the requirement of attendance at an orientation program is the most rigorous prerequisite that may be required. **M**

#### **Section 3. MLS Indoctrination Requirements Relating to Individuals Entitled to Participation without Association Membership (Policy Statement 7.38)**

In processing the application of an individual entitled by law to MLS participation without REALTOR® membership, the listing information and services shall be promptly provided upon completion of the following:

1. confirmation applicant has a valid, current, real estate license or certificate
2. applicant's written application and agreement to abide by the MLS rules and regulations
3. applicant's completion of any required MLS orientation on MLS bylaws, MLS rules and regulations, other MLS related policies or procedures, and computer training related to MLS information entry and retrieval within a reasonable time not to exceed thirty (30) days, and
4. payment of all required initial MLS fees or charges
5. If any examination on the MLS orientation is given, it shall be an open-book, no-pass, no-fail examination for programmed learning purposes only. (Amended 11/04) **M**

#### **Section 4. Inclusion of Exclusive Agency Listings in MLS Compilations and Databases (Policy Statement 7.41)**

Multiple listing services shall not establish or maintain any rule or policy prohibiting inclusion of exclusive agency listings that would be otherwise acceptable for inclusion in the compilation of current listing information.

Explanation: This policy shall not be construed as requiring participants to accept exclusive agency listings if they determine acceptance is not in their best interest or the best interest of clients or customers. However, this policy does preclude collective agreements between participants affiliated with different firms or others to refuse to accept exclusive agency listings. This policy contemplates multiple listing services will clearly distinguish between exclusive right-to-sell and exclusive agency listings in multiple listing compilations and databases to prevent confusion about the rights and obligations of brokers who cooperate in the sale of such listings. (Amended 8/24) **M**

#### **Section 5. Effective Date of Changes in Multiple Listing Policy (Policy Statement 7.51)**

To ensure consistent, uniform understanding of and compliance with the multiple listing policies of the National Association, all changes incorporated into the National Association's Handbook on Multiple Listing Policy become effective January 1 of the year following their approval by the Board of Directors of the National Association of REALTORS®. Unless specifically provided otherwise by the National Association's Board of Directors, associations and multiple listing services shall have sixty (60) days from the effective date of new or amended policies to adopt them locally. (Amended 05/15) **M**

#### **Section 6: Factual Data Submitted by Appraisers (Policy Statement 7.52)**

Association multiple listing services should encourage appraiser-participants to contribute factual data related to properties sold and closed which are not otherwise reported through MLS when the submission of such data is not in violation of the appraiser/client relationship. (Adopted 2/91) **M**

#### **Section 7: Names of Multiple Listing Services (Policy Statement 7.54)**

The names of association owned or operated multiple listing services (including multi-association and regional multiples) should rationally relate to the area served. Challenges by other associations to the appropriateness of any name utilized shall be considered and determined by the board of directors of the state association if attempts to resolve the conflict locally fail. Documentation of the attempt to resolve the conflict shall be forwarded to the state association. Challenges to the names of multiple listing services with multi-state jurisdictions shall be resolved by the National Association. The chairperson of the multiple listing policy committee shall appoint a panel of committee members to hear the challenge, and forward its recommendations to the National Association's Board of Directors for final disposition. Challenges to pre-existing names must be filed within one (1) year following the January 1, 1993 effective date. Existing in-state multiple listing services shall be grandfathered as to their names. Each state association shall have the right to override the grandfather provision by a two-thirds (2/3) vote of its board of directors. (Amended 4/92) **M**

## **Section 8: Categorization of MLS Services, Information, and Products (Policy Statement 7.57)**

The services, information, and products that multiple listing services provide to participants and to subscribers affiliated with participants may be categorized as core, as ancillary to the core but included in a basic package of MLS services as determined locally and provided to all MLS participants and subscribers automatically or on a discretionary basis, or as optional and available to participants and subscribers at their discretion. The following will guide MLSs in categorizing their services, information, and products.

**CORE:** Core MLS information, services, and products are essential to the effective functioning of MLS, as defined, and include:

Active listing information  
Core services include the mechanisms (print or electronic or both) by which this information is communicated between participants and the MLS.

Where MLS participation is available to non-member brokers or their firms, either by law or by local decision, the information, services, and products available to such participants may be limited to those categorized as core.

**BASIC:** In addition to core services, an MLS may automatically or on a discretionary basis provide additional information, services, and products substantially related to the purpose and function of MLS such as, but not limited to:

sold and comparable information

pending sales information

expired listings and “off market” information

tax records

zoning records/information

title/abstract information

mortgage information

amortization schedules

mapping capabilities

statistical information

public accommodation information (e.g., schools, shopping, churches, transportation, entertainment, recreational facilities, etc.)

MLS computer training/orientation

access to affinity programs

establishment, maintenance, and promotion of public-facing websites

**OPTIONAL:** An MLS may not require a participant to use, participate in, or pay for the following optional information, services, or products:

lock box equipment, including lock boxes (manual or electronic), combination lock boxes, mechanical keys, and electronic programmers or keycards

advertising or access to advertising (whether print or electronic), including classified advertising, homes-type publications, and electronic compilations, including participant, subscriber, or firm homepages or websites

Notwithstanding the foregoing, where permitted by law\*, an MLS may treat Optional information, services, or products as Basic provided that the MLS does not receive an economic benefit from the arrangement as demonstrated by satisfying both of the following conditions:

The MLS or its shareholder(s) is not the seller, lessor, or licensor of the information, service, or product (i.e., the information, service, or product is sourced from an independent third party); and

The MLS does not make a profit or receive a commission or rebate based on the sale, lease, or license that exceeds the operational costs of providing the information, service, or product.

While no participant can be required to use, participate in, or pay for information, services, or products defined in this policy statement as optional, an MLS may, as a matter of local determination, bill all participants (or, where appropriate, subscribers) for optional information, services, or products provided that participants (or, where appropriate, subscribers) may decline such information, services, or products and not be charged for them. In such cases, the MLS must make all participants and subscribers aware, in advance, of their right to decline any such service, product, or information.

None of the foregoing precludes an association or MLS from utilizing association or MLS reserves, dues, or fees or special assessments (as otherwise provided for in the association or MLS governing documents) to acquire assets (including hardware and software) necessary to make optional information, services, or products available to participants and subscribers, provided any funds used to acquire assets or initiate services will be reimbursed out of the proceeds realized from the sale or lease of such information, services, or products. Associations of REALTORS® and MLSs may make nominal administrative expenditures out of reserves, dues, or fees to initiate or maintain optional services and products. (Amended 08/24) M

#### **Section 8.10: Advertising (Other Advertising Issues) Section 1: Statewide Data Sharing Defined**

A statewide data share should deliver MLS data through a common technology interface (e.g., API) of all data fields to all Participants of MLSs in the statewide data share. However, the data should not include MLS-only data fields that are viewable only to the listing Participant and the respective local MLS.

Note: Considerations should be given to:

- Inclusion of local data fields (non-RESO Standard fields).
- Individual MLS's "attached document" retention policies and state laws regarding the sharing and retention of documents related to a previous transaction (privacy laws). R

#### **Section 8.11: No Compensation Offers in MLS, Section 1: No Offers of Compensation in MLS**

The MLS must not accept listing containing an offer of compensation in the MLS to other MLS Participants and Subscribers. Further, the MLS may not create, facilitate, or support any nonMLS mechanism (including by providing listing information to an internet aggregator's website for such purpose) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives.

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

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

**Note 1:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Amended 8/24) **M**

**Section 8:12 Disclosure of Compensation: MLS Participants and Subscribers must:**

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

**Section 8:13: Written Buyer Agreements Required**

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

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

**Section 9: Changes in MLS Rules and Regulations (Policy Statement 7.81)**

Amendments to MLS rules and regulations are subject to approval by the board of directors of the parent association(s) of REALTORS®. **M**

**Section 10: Nonmember Broker/Appraiser Access (Policy Statement 7.55)**

MLSs may, as a matter of local discretion, make limited participation in MLS available to all brokers (principals) and firms comprised of brokers (principals) and to licensed or certified real estate appraisers (principals) and firms comprised of licensed or certified real estate appraisers. Limitations on participatory rights, if any, shall be determined locally. (Amended 11/04) **O**

**Section 11: Removal of Listings when Participant Refuses/Fails to Timely Report Status Changes (Policy Statement 7.88)**

Notwithstanding the limitations established in the *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 remove any listing from the MLS compilation of current listings where the participant has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the participant shall be advised of the intended removal so the participant can advise his or her client(s). (Adopted 11/07) **I**

## **Section 12: Real Estate Transaction Standards (RETS) and RESO Standards (Policy Statement 7.90)**

The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provide 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 implement the RESO Standards including: the RESO Data Dictionary by January 1, 2016; the RESO Web API by June 30, 2016 and will keep current by implementing new releases of RESO Standards within one (1) year from ratification. Compliance with this requirement can be demonstrated using the Real Estate Standards Organization (RESO) compliance Certification Process. Web API data feeds provided to Participants and Subscribers must have no less than the same data fields in other data feeds, such as RETS or FTP systems, and MLS fields that exist in the RESO Data Dictionary must be delivered in conformance with the standard. (Amended 11/20) **M**

## **Section 13: Orientation and Other Training (Policy Statement 7.92)**

Multiple listing services may, as a matter of local discretion, require applicants for MLS participation and licensees (including licensed or certified appraisers) affiliated with an MLS participant who have access to and use of MLS-generated information to complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations, computer training related to MLS information entry and retrieval, and the operation of the MLS within thirty (30) days after access has been provided. Participants and subscribers may also be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any (12) twelve-month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/17) **M**

## **Section 14: Submission of Photographs or Other Graphic Representations (Policy Statement 7.93)**

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

## **Section 15: Submission of Legally Required Seller Disclosure Information (Policy Statement 7.94)**

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

## **Section 16: Price Change Information (Policy Statement 7.95)**

MLSs are not required to track or report price change information other than the most recent increase or decrease in the price of current listings. If such information (either with respect to a current listing or to prior listings of that property) is tracked by an MLS and made available to participants and subscribers, neither it nor any information from which it may be determined shall be classified as confidential nor may participants be prohibited from making such information available to clients and customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other participants' listings as a matter of local option. (Adopted 5/10, Amended 5/11) **M**

## **Section 17: Days/Time on Market Information (Policy Statement 7.96)**

MLSs are not required to track or report price change information other than the most recent increase or decrease in the price of current listings. If such information (either with respect to a current listing or to prior listings of that property) is tracked by an MLS and made available to participants and subscribers, neither it nor any information

from which it may be determined shall be classified as confidential nor may participants be prohibited from making such information available to clients and customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other participants' listings as a matter of local option. (Adopted 5/10, Amended 5/11) **M**

**Section 18: Need to Disclose if Property is a Foreclosure, is Bank-owned, or is Real Estate Owned (“REO”) (Policy Statement 7.97)**

Participants are required to disclose if a listed property is a foreclosure, bank-owned, or real estate owned (“REO”).

**Section 19: Customer Service & Tech Support (Policy Statement 8.2)**

The MLS must display customer service and technical support contact information on the MLS website. **M**

**Section 20: Fair Housing (Policy Statement 8.1)**

Multiple Listing Services are important tools for furthering fair housing because they facilitate the widespread distribution of accurate property information to all consumers. To that end, MLSs must implement a process for identifying potential violations of fair housing laws and working with participants and subscribers to rectify such potential violations. **M**

**Finance**

**Section 1: Waivers of MLS Fees, Dues, and Charges (Policy Statement 7.43)**

**Certification of Non-Use**

**Reference: Policy 7.43 Waivers of MLS Fees, Dues, and Charges**

**Policy 7.43 Subscriber Certification of Non-Use:** Recurring MLS fees, dues, and charges may be based upon the total number of real estate brokers, sales licensees, and licensed or certified real estate appraisers affiliated with or employed by an MLS participant, except that this fee shall be waived for licensee’s subject to a fee waiver under this Policy Statement 7.43. MLS provides participants the option of a no-cost waiver of MLS fees, dues and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker for the office also participates, and for auctioneers. MLS require that broker participants sign a certification of nonuse of its MLS service by their licensees, which can include penalties and termination of the waiver if violated.

Normally, under ValleyMLS.Com policies, any per-subscriber fee is calculated based on each salesperson and licensed or certified appraiser affiliated with a participating office, as all active real estate licensees, including those who are part of a real estate team or who represent buyers exclusively, licensed or certified appraisers and appraisal trainees affiliated with a Member Participant (MP) must subscribe to the MLS. The effect of fee waiver is that the number of subscribers in a participating office for purposes of any recurring per-subscriber fees paid by a participant shall be reduced by the number of licensees and certified appraisers who are subject to waiver under this Policy 7.43. For purposes of this Policy 7.43 and all rule provisions referring to it, “licensee” refers to non-principal salespersons and licensed and certified appraisers. For purposes of this Policy 7.43 and all rule provisions referring to it, “licensee” refers to non-principal salespersons and licensed and certified appraisers. Section 7.43.1 sets out the conditions for fee waiver, Section 7.43.2 the process for obtaining and maintaining waivers, Section 7.43.3 circumstances under which waiver is revoked and consequences of revocation, and Section 7.43.4 the consequences of repeated violations of these policies.

**Section 7.43.1 Conditions for Certification of Non-Use:** Fee waivers are available for non-principal broker and non-principal appraiser licensees in offices participating in MLS, provided the participant and any fee-waived licensee(s) meet all the following requirements:

- l. Any fee-waived licensee must be (i) a subscriber in another multiple listing service that has adopted a policy, in this MLS's reasonable judgment, substantially similar to this Policy 7.43 and that will certify this information to this MLS on the frequency established by this MLS; or (ii) an auctioneer.
- m. During any period for which a licensee's fees are waived, the licensee shall refrain from using any of the following services of this MLS:
  - 9. Using this MLS's systems, databases, lockboxes, etc. This does not include accessing listing information of the licensee's own broker or of other brokers through the participant's IDX site or elsewhere. It does include accessing such information on the participant's VOW (which is for consumers' personal use).
  - 10. Being identified as a listing agent on an active or pending property listing in this MLS.
  - 11. Working as the selling agent on a property listed in this MLS by a firm other than participant's, unless the listing appears in an MLS to which the selling agent is a subscriber. This does not apply to the fee-waived participant's own listings, because the participant is free to share them within its firm (and anywhere else) without MLS consent or involvement.
  - 12. Use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
  - 13. Using this MLS's data on an IDX or VOW website identified as the fee-waived subscriber's site or page.
  - 14. Using MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived subscriber.

**Section 7.43.2 Process for Obtaining and Maintaining Certification of Non-Use:** The participant must at all times provide to MLS up-to-date information on all licensees, whether they are subscribers or fee-waived licensees, in each participating office. The participant must identify which licensees are subject to fee waivers and for each waived licensee the other MLS in which he/she is a subscriber on the waiver certification form, if applicable.

In order to obtain a waiver for any licensee in the participant's office, the participant must execute the MLS's form for listing fee-waived licensees and the certification on it (the form must include the signature of the MP). Each fee-waived licensee must also execute a certification. The participant must procure from another MLS, or arrange for the other MLS to provide to this MLS a letter of good standing that provides that each fee-waived subscriber in this MLS is a subscriber in that MLS. (The other MLS may have a one-time or periodic charge for providing these certifications.)

In order to maintain a waiver for any licensee, the participant and licensee must continue to satisfy the requirements of Section 7.43.1 and must recertify (and obtain from the other MLS re-certifications) of the matters addressed in this Section annually. All waiver forms submitted under Policy 7.43 are subject to the final approval of the ValleyMLS.com Board of Directors.

**Section 7.43.3 Revocation of Certification of Non-Use:** The fee waiver for a licensee may be revoked under various circumstances, and the consequences of the revocation vary depending on its circumstances, as provided in this section.

- a. The participant or fee-waived licensee may revoke the waiver at any time upon notice to this MLS. In that case, the fee-waived licensee immediately becomes a subscriber and any fees due to MLS under its normal fee schedule for the current period for the subscriber (including pro-rata fees for any partial service period and any application fees if none have previously been paid for the subscriber) shall immediately become due and payable. In the event a fee-waived licensee appears as a listing agent or selling agent on an active or pending listing in this MLS, the participant and fee-waived licensee shall be deemed to have revoked the waiver under this subsection (a).
- b. If this MLS determines that the fee-waived licensee has used any of the services of this MLS listed in Section 7.43.1(b) during a fee-waiver period, MLS may terminate the fee waiver upon notice to the participant and subscriber. In this case, the consequences of subsection (a) apply, and in addition to them, MLS may recover from participant or subscriber all the fees MLS would have collected had the fee-waived

licensee been a subscriber during the entire period of the waiver and assess a penalty of \$5000.00. After one year, the participant and subscriber can re-certify the subscriber to be a fee-waived licensee.

**Section 7.43.4 Consequences of Repeated Violations:** A pattern of repeated violations of Section 7.43.1(b) exists when a participant allows any combination of three or more violations of Section 7.43.1(b), whether the participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a subscriber commits three or more violations of Section 7.43.1(b). In the event that a participant or subscriber exhibits a pattern of repeated violations of Section 7.43.1(b), MLS may suspend all fee waivers for the participant or subscriber (or both) for a period of up to three years. If, after such a period of suspension, a participant or subscriber again exhibits a pattern of repeated violations, MLS may permanently terminate fee waivers for the participant or subscriber (or both). In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a participant, that office shall be ineligible for waivers during the pendency of its participant's suspension or termination. In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a non-principal licensee, that non-principal licensee shall be ineligible for waivers during the pendency of his or her suspension or termination. **M**

### **Section 2: Assessment of MLS Fees, Dues, and Charges (Policy Statement 7.45)**

All MLS fees, dues, and charges, including, but not limited to, initial participation fees, recurring participation fees, listing origination fees, subscription fees, etc., may be assessed to MLS participants or to individual users or subscribers. This does not preclude an MLS participant from being reimbursed by affiliated licensees for fees or charges incurred on their behalf pursuant to any in-house agreement that may exist. If direct billing of subscribers is utilized, the ultimate responsibility for delinquent dues, fees, and charges is that of the participant, unless an MLS, by adoption of appropriate rules or bylaws, makes subscribers exclusively responsible for such financial obligations. (Amended 2/95) **M**

### **Section 3: Merger or Dissolution of Association or MLS**

In cases of merger or dissolution of an association of REALTORS® or an MLS, the advice of the organization(s) accountant or tax advisor should be sought. (Adopted 11/04) **R**

## **Law**

### **Postal Regulations**

#### **Section 1: Compliance with United States Postal Codes (Policy Statement 7.15)**

Associations of REALTORS® and their multiple listing services should comply with the requirements of the United States postal statutes as they relate to delivery of multiple listing service information, and in particular *Volume 39, Code of Federal Regulations, Part 320, Suspension of the Private Express Statutes; Extremely Urgent Letters*, found in the *Federal Register, Volume 44, Number 207, Wednesday, October 24, 1979, page 61178*. **I**

### **Tax Exempt Status of An Association of Realtors**

#### **Section 2: Limitation on Content of Association Advertising**

The tax-exempt status of an association of REALTORS® can be jeopardized if it includes the names of REALTORS® in advertisements it places.

Section 501(c)(6) of the Internal Revenue Code provides for the exemption of a real estate association which is not organized for profit provided no part of the net earnings of the association inures to the benefit of any private shareholder or individual.

Revenue Ruling 65-14, C.B. 1965-1, 236 holds that the publication of advertisements containing listings of the names of individual members constitutes advertising for the individuals so advertised and is thus considered the performance of particular services for such individuals rather than an activity aimed at improvement of general

business conditions. Section 1.501(c)(6)-I of the Income Tax Regulations confines the activities of a real estate association exempt under Section 501(c)(6) to those directed to the improvement of business conditions of one or more lines of business rather than the performance of particular services for individual persons. (Amended 11/04) I

### ***Standard Multiple Listing Service Mark of the National Association of REALTORS®***

#### **Section 3: Nature of the Standard Multiple Listing Service Mark**

The National Association of REALTORS® has approved a standard multiple listing service logo (the “Logo”) for use by authorized chartered associations of REALTORS®, members of such associations, and multiple listing services solely owned by such association(s) pursuant to the terms set forth herein, and as further described in the Membership Marks Manual.

Downloadable files and additional information about the Logo may be found on Nar. Realtor. (Amended 11/20)

#### **Section 4: Authorization to Use the Standard Multiple Listing Service Mark**

Authorization to use the Logo is limited to the following authorized licensees (“Authorized Licensees”):

- a) Associations of REALTORS® that own or control a multiple listing service, wholly owned by REALTOR® associations, and that have certified that their governing documents comply with multiple listing policy of the National Association.
- b) Multiple listing services owned and/or controlled solely by an association(s) of REALTORS®, and when the governing documents of the owning or controlling association(s) of REALTORS® and/or the MLS, if a separate legal entity with separate governing documents, have certified that their governing documents comply with multiple listing policy of the National Association.
- c) Members of an association of REALTORS® that owns and/or controls a multiple listing service and that has certified that their governing documents comply with multiple listing policy of the National Association.

Authorized Licensees use of the Logo is subject to the following limitations:

- The Logo may not be modified.
- The Logo may not be used as a lapel pin or jewelry.
- The Logo may be used only on stationery, printed forms, websites and within promotional materials regarding multiple listing services.
- Authorized Licensees acknowledge that the National Association is the exclusive owner of the Logo.
- The multiple listing service must cease all use of the Logo in the event it is no longer solely owned and/or controlled by an association(s) of REALTORS®.
- The association(s) of REALTORS® and multiple listing service must cease all use of the Logo in the event any governing documents of the association(s) of REALTORS® or the multiple listing service, if applicable, do not comply with multiple listing policy of the National Association.
- The National Association reserves the right to require Authorized Licensees to adhere to additional limitations on use of the Logo and to cease use of the Logo for any reason within its sole discretion. (Amended 11/20) I

#### **Section 5: Special Notes Concerning the Standard Multiple Listing Service Logo and the National Association of REALTORS® Trademark**

The National Association of REALTORS® does not permit any variation of the Logo design. Further, the National Association will not review and does not authorize any multiple listing service insignia to be used with the Logo

other than the multiple listing service's own logo. Further, the National Association's REALTOR® trademarks may not, in any instance, be used in connection with any multiple listing service not owned and/or controlled solely by an association(s) of REALTORS®. (Amended 11/20). **M**

### **Section 6: Use of the Standard Multiple Listing Service Logo by Nonmember Participants (Policy Statement 7.13)**

The Logo may not be used by non-association members of an MLS, including in any state where law requires that brokers (principals) who are not REALTORS® be admitted to the multiple listing service of an association of REALTORS® or in any association which has voluntarily opened its MLS to nonmember brokers and/or appraisers. Such use would be a misrepresentation and would violate the registration rights in the REALTOR® trademarks of the National Association of REALTORS®, the lawful owner of said collective marks. Where such non-association member advertises that they are a member of the multiple listing service of an association of REALTORS®, the multiple listing service may properly require that such participant of the service include in such advertisement that they are not a member of the association of REALTORS®. (Amended 11/20) **M**

### **Other Legal Issues**

### **Section 7: Compliance with Law by Association and MLS (Policy 7.10)**

The multiple listing policy of the National Association shall in no instance be interpreted as requiring any constituent member association or association member to adopt or follow any policy which would contravene law applicable to such member association or association member. **I**

## **D. DATA**

### **Current Listings**

### **Section 1: Listings (Policy Statement 7.60)**

Maintaining accurate listing data is a critical necessity for achieving the defined purpose of the MLS. Participants and subscribers are required to submit accurate listing data and be required to correct any known errors.

Multiple listing services may not require participants to enter into listing agreements using a form other than the form a participant individually chooses to use. Multiple listing services may refuse to accept any listing which fails to adequately protect the interests of the public and other participants, and will not accept any listing which establishes a contractual relationship between the MLS and a participant's client. (Adopted 11/04) **M**

### **Section 2: Termination Dates (Policy Statement 7.66)**

All listings filed with the multiple listing service shall include the definite and final termination date as negotiated between the participant and the seller. (Adopted 11/04) **M**

### **Section 3: Net Listings (Policy Statement 7.61)**

Multiple listing services shall not include net listings in compilations of current listing information. (Adopted 11/04) **M**

### **Section 4: Open Listing (Policy Statement 7.62)**

Except where required by law, multiple listing services shall not include open listings in MLS compilations since open listings generally do not include authority to cooperate with and compensate other brokers. (Adopted 11/04) **M**

### **Section 5: Office Exclusive Listings (Policy Statement 7.63)**

If a seller withholds consent for a listing to be published in an MLS compilation of current listings, such listings shall be filed with the MLS but not disseminated to other participants. As a matter of local discretion,

certification may be required from the seller or from the listing broker that the listing is being withheld from the MLS at the direction of the seller. (Adopted 11/04) **M**

### **Section 6: Listing Prices Specified (Policy Statement 7.65)**

The full gross listing price stated in each listing agreement will be published in MLS compilations of current listings except where a property is subject to auction and no listed price is specified in the agreement. (Adopted 11/04) **M**

### **Section 7: Auction Listings (Policy Statement 7.82)**

Multiple listing services may, as a matter of local discretion, accept exclusively-listed property subject to auction. Where listings subject to auction do not include a listed price, they may be published in a separate section of the MLS compilation of current listings. (Adopted 11/04) **O**

**Note: Auctions listings from members of ValleyMLS.com who are licensed auctioneers are permitted**

### **Section 8: Limited-Service Listing (Policy Statement 7.83)**

MLSs may, as a matter of local discretion, categorize listings as limited service in instances where listing brokers, pursuant to their listing agreements, will not provide one or more of the following services:

1. arrange appointments for cooperating brokers to show listed properties to potential purchaser(s) but instead give cooperating brokers authority to make such appointments directly with seller(s)
2. accept and present to seller(s) offers to purchase procured by cooperating brokers but instead give cooperating brokers authority to present offers directly to seller(s)
3. advise seller(s) as to the merits of offers to purchase
4. assist seller(s) in developing, communicating, or presenting counter-offers
5. participate on seller's(s') behalf in negotiations leading to the sale of the listed property

Note: In order to reaffirm the minimum services requirements of Alabama Real Estate Law, the licensee is required to assist the consumer in negotiations and at minimum will relay a party's position on a particular matter to the other party. This obligation will continue as long as negotiations last between the seller and a potential buyer.

### **Section 9: MLS Entry-only Listings (Policy Statement 7.84)**

MLS Entry-Only Listings are not permitted in ValleyMLS

### **Section 10: Listings of Suspended Participants (Policy Statement 7.67)**

When an MLS participant 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 duties except for 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 MLS until sold, withdrawn, or expired. Such listings 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 is suspended from an association of Realtors® (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of a suspended participant's listings in the MLS compilation of current listing information. Prior to removal of a suspended participant's listings from MLS, the suspended participant shall be advised in writing of the intended removal so that the suspended participant's clients can be advised. (Adopted 11/04) **M**

### **Section 11: Listings of Expelled Participants (Policy Statement 7.68)**

When an MLS participant 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 duties except for 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 MLS until sold, withdrawn, or expired. Such listings 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 is expelled from an association of Realtors® (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of an expelled participant's listings in the MLS compilation of current listing information. Prior to removal of an expelled participant's listings from the MLS, the expelled participant shall be advised in writing of the intended removal so that the expelled participant's clients can be advised. *(Adopted 11/04)* **M**

### **Section 12: Listings of Resigned Participants (Policy Statement 7.69)**

When a participant resigns from the MLS, the MLS is not obligated to provide MLS services, including continued inclusion of a resigned participant's listings in the MLS compilation of current listing information. Prior to removal of a resigned participant's listings from the MLS, the resigned participant shall be advised in writing of the intended removal so that the resigned participant's clients can be advised. *(Adopted 11/04)* **O**

### **Section 13: Submission of Offers (Policy Statement 7.72)**

As required by Standard of Practice 1-7, listing brokers will continue to submit written offers to their seller-clients until closing unless precluded by law, government rule or regulation, or unless agreed otherwise in writing between the seller and the listing broker. Except where a subsequent offer is contingent upon termination of an existing contract, listing brokers shall recommend that sellers obtain the advice of legal counsel prior to accepting any subsequent offer. *(Adopted 11/04)* **M**

### **Section 14: Reporting Resolutions of Contingencies (Policy Statement 7.76)**

MLS participants shall report that any contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled within twenty-four (24) hours. *(Adopted 11/04)* **M**

### **Section 15: Reporting Cancellation of Pending Sales (Policy Statement 7.77)**

MLS participants shall promptly report to MLS that a pending sale has been cancelled and the listing, if still in effect, will be reinstated in the MLS compilation. *(Adopted 11/04)* **M**

### **Section 16: Information Included in Any Association MLS Compilation (Policy Statement 7.35)**

The National Association recommends to its associations and their multiple listing services that the information included in any MLS compilation should be limited to information related to the sale of listed property which is objective and capable of being verified by any interested party. The MLS information should not include any subjective impressions or opinions that could be misunderstood or misconstrued. **R**

### **Section 17: Protection Clauses in Association MLS Standard Listing Contracts (Policy Statement 7.37)**

Any broker protection clause which is contained in a standard listing form established and recommended by a multiple listing service for the use of MLS participants shall not contain any specific time period therein, but shall contain a blank space to indicate that the time period of such protection period is negotiable between the property owner and the listing broker. **M**

### **Section 18: Current Listings, Compensation Notice (Policy Statement 7.39)**

It is recommended that MLSs publish the following notice to their general membership at least annually.

#### ***Compensation Notice***

#### ***Compensation Notice***

- 1. A broker's compensation and fees for services are not set by law and are fully negotiable.*

## **Section 19: Reproduction of MLS Information (Policy Statement 7.79)**

Reproduction of MLS-generated information is subject to the following limitations:

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

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

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

## **Section 20: Valuation Data Use Policy**

Section 20.1 Participant Valuation Defined. "Participant Valuation" is Participant's use and display of portions of MLS listing content, possibly including other data, for an automated valuation model (AVM), broker price opinion (BPO), comparative (or comparable) market analysis (CMA), or similar product or service, provided it can fairly be characterized as a valuation of real property and only to the extent permitted here. Participant Valuation services need not include any human judgment or analysis. As used in this Section XX of these rules,

the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensee, except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability.” References to “Participant Valuation” includes all Participant Valuation whether provided by a Participant, non-principal broker, or sales licensee.

Section 20.2 Valuation Vendor. “Valuation Vendor” refers to an entity or person designated by Participant to provide Participant Valuation services to Participant, subject to Participant’s supervision, accountability, and compliance with this policy. No Valuation Vendor has independent participation rights in the MLS or right to use MLS listing content, except in connection with the provisions of Participant Valuation services to Participant. Access by Valuation Vendor to MLS listing content is derivative of the rights of the Participant on whose behalf it provides the Participant Valuation services. Participant may use Valuation Vendor’s technology platform and services to facilitate the fulfillment of Participant Valuations services, subject to and as permitted by state law.

Section 20.3 Provision of Participant Valuation. Participant may provide Participant Valuation services to individuals and entities with whom Participant establishes a broker-customer or broker-client relationship (“Registrants”), if such a relationship is required and defined by state law, including completion of all actions required by state law in connection with providing real estate brokerage services to Registrants. Such actions include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements necessary for performing valuations of real property services. Participant’s Valuation Vendor may facilitate such actions where permitted by state law. Where state law does not require the establishment of a broker-customer or broker-client relationship for providing Participant Valuation services, the transaction must still occur between the Participant and Registrant, but may be facilitated by Participant’s Valuation Vendor.

Section 20.4 Eligible Registrants. Registrants may include Participant’s bona fide clients and customers, financial institutions, mortgage lenders, mortgage bankers, mortgage brokers, mortgage loan servicers, title or mortgage insurers, insurers of payments owed to owners of mortgage-backed securities, government sponsored entities, or such other businesses or institutions having an interest in automated reports on property valuation or market conditions.

Section 20.5 Registration e-mail address. Participant, or Valuation Vendor on behalf of Participant where permitted by state law, must obtain the name of and a valid e-mail address for each Registrant that is an individual and the name of and a valid email address for each authorized user if the Registrant is an entity. Participant must ensure that each Registrant agrees to the following terms of use or substantially similar terms of use. Participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use; Participant may utilize Valuation Vendor’s technology platform to facilitate and fulfill these obligations.

Section 20.6 Terms of use. Participant, or Valuation Vendor on behalf of Participant where permitted by state law, must require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms-of-use agreement or other form of written contract that provides at least the following:

- (a) that Registrant acknowledges entering into a lawful consumer-broker relationship with Participant, if such a relationship is required by state law, or that Registrant acknowledges purchasing the Participant Valuation from Participant, if a consumer-broker relationship is not required by state law.
- (b) that all information obtained by Registrant from Participant Valuation is intended only for Registrant’s business purposes related to (1) mortgage loan foreclosure or default risk assessment or the review of the quality or accuracy of real estate appraisals or other valuations (2) use in evaluating or engaging in a potential financing or other transaction relating to the subject property, (3) distribution to an actual or potential borrower of funds the repayment of which is secured by a mortgage lien on the subject property, or to the borrower’s financial or legal advisors, (4) the purchase or sale of mortgage servicing rights, (5) the purchase

or sale of loans, or (6) the purchase, sale, or rental of properties whether property is intended to be used as a residence or for investment and whether the purchaser or seller is an individual or institution.

(c) except as provided above, that Participant Valuations must not be used for any other purposes, including display on publicly accessible websites, and that Registrant must not resell Participant Valuation and must not copy, redistribute, or retransmit or otherwise use any of the MLS listing content provided in Participant Valuation.

(d) that Registrant acknowledges, as between the parties, the MLS's ownership of and the validity of the MLS's copyright in the MLS listing content.

(e) that Registrant authorizes MLS and other Participants or their duly authorized representatives to access and review the form used by Participant for any Participant Valuation for the purposes of verifying compliance with this policy and monitoring use of Participants' listings for Participant Valuation.

To the extent that Registrant breaches the terms of use agreement described in this policy, Participant and Valuation Vendor is liable to the MLS as if Participant or Valuation Vendor had breached the terms of use agreement itself. The agreement may also include such other provisions as may be agreed to between Participant and Registrant.

Section 20.7 Rights limited to Participants. Participant's right to use MLS listing content in any Participant Valuation is subject to the applicable office of Participant being a Participant in the MLS. In other words, an office of Participant that is not a Participant of the MLS, then it may not use MLS listing content in any valuations or real property provided to any third party.

Section 20.8 Standard of care and display. Participant must protect the MLS listing content from misappropriation by employing reasonable efforts to monitor for and prevent scraping or other unauthorized accessing, reproduction, or use of the MLS listing content and Valuations.

Section 20.9 Compliance checking. Participant must make a copy of any type of Participant Valuation sold by Participant available to the MLS for purposes of verifying compliance with this policy. Participant must maintain an audit trail of Participant's delivery to Registrant of all Participant Valuations and make that information available to the MLS if the MLS has reason to believe that any Registrant has caused or permitted a breach of the terms of use (or comparable agreement).

Section 20.10 No disclosure of confidential data. Participants are prohibited from providing to any individual or entity, verbally or by any other delivery mechanism, any MLS listing content classified as confidential by the MLS. Participant and Valuation Vendor must ensure that such confidential information is not disclosed to Registrants or any other third party.

Section 20.11 Display requirements. Participant must cause to be placed on any Participant Valuation, or terms of use, (a) a notice indicating that the MLS listing content displayed on the Participant Valuation is not guaranteed accurate by the MLS or other Participants; (b) a copyright notice display "Copyright 20XX [Association/MLS Name]" or "© 2022 [Association/MLS Name]" or substantially similar. Participant must replace "2022" with the current year as of January 1 each year.

Sold/Comparable/Off-market Information

### **Section 1: Reporting Sales to the MLS (Policy Statement 7.75)**

Sales of listed property, including sales prices, shall be reported promptly to the MLS by listing brokers. If negotiations were carried on directly between a cooperating participant and the seller, the cooperating broker shall report the accepted offer and price to the listing broker, and the listing broker shall report that information to the MLS. Listing agreements should also include provisions expressly granting the listing broker the right to authorize dissemination of sales price information by the MLS to its participants.

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

**Note applicable in “nondisclosure” states:** 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:

11. categorizes sale price information as confidential and

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 regarding confidentiality:** 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. *(Amended 11/11)* **M**

## **Section 2: Withdrawn Listings (Policy Statement 7.64)**

Listings may be withdrawn from a multiple listing service by participants prior to the listing’s expiration date. As a matter of local discretion, MLSs may require that a copy of the agreement authorizing withdrawal be submitted. *(Adopted 11/04)* **M**

## **Section 3: Inclusion of Expired or Withdrawn Listings in an Association’s Comparable or Other Report of Statistical Information (Policy Statement 7.36)**

Any information concerning expired or withdrawn listings included in an association’s comparable report or other report of statistical information shall be clearly indicated as expired or withdrawn so that the users of such information will be aware of the actual status of such listings. **M**

# **Statistical Reports**

## **Section 1: Statistical Reports (Policy Statement 7.3)**

MLSs may, as a matter of local determination, make statistical reports, sold information, and other informational reports derived from the MLS available to REALTORS® who do not participate in the MLS but who are engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building. Additional expenses incurred in providing such information to REALTORS® who do not participate in the MLS may be included in the price charged for such information. Any information provided may not be transmitted, retransmitted, or provided in any manner to any individual, office, or firm, except as otherwise authorized in the MLS rules and regulations.

MLSs may, as a matter of local determination, provide statistical reports, sold information, and other informational reports derived from the MLS to government agencies. MLSs may, as a matter of local discretion, require that such agencies (or representatives of such agencies) hold an appropriate form of membership in the MLS or in the association of REALTORS® as a condition of such access.

It is strongly recommended that any irrelevant information such as the names of current or former owners, or information concerning the sales commission or the compensation offered or paid to cooperating brokers be deleted. (Revised 11/04) **M**

## **Section 2: Statistical Reports Should Be Kept**

The information submitted on listing and sales contracts makes it possible for an association to compile valuable market data. Therefore, an association of REALTORS® should develop and preserve its multiple listing records for that purpose. The resulting information should be available to members and, under some conditions, to interested governmental agencies. The National Association's Department of Economics and Research can be helpful with advice and suggestions. **R**

## **Advertising**

*Print and Electronic*

### **Section 1: Internet Data Exchange (IDX) Policy (Policy Statement 7.58)**

(See Appendix #1)

### **Section 2: Use of MLS Information in Advertising and Other Public Representations (Policy Statement 7.80)**

Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable reports may be used by MLS participants as the basis for aggregated demonstrations of market share or for comparisons of firms in public mass-media advertising and other public representations. MLSs may, as a matter of local determination, prohibit advertising or representations about specific properties which are listed with other participants or which were sold by other participants (as either listing or cooperating broker).

Any print or non-print form of advertising or other public representation based in whole or in part on information supplied by the MLS must clearly disclose the source of the information and the period of time over which such claims are based. (Adopted 11/04) **M**

### **Section 3: Transmittal of Participants' Listings to Aggregators (Policy Statement 7.87)**

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

- a. the listed property's street address or a graphic display of the property's specific location will be displayed to the public; and
- b. the seller displays on the property a "for sale by owner" sign or other sign or notice indicating that the seller is soliciting direct contact from buyers. (Adopted 11/06) **M**

### **Section 4: Electronic Display of Other Participants' Listings (Policy Statement 7.98)**

MLSs may, but are not required to, give participants the ability to authorize electronic display of their listings by other participants outside the context of the Internet Data Exchange ("IDX") policy and rules and the Virtual Office Website ("VOW") policy and rules.

Participants may not be required to consent to display or distribution of their listings through non-IDX and non-VOW channels as a condition of participation in MLS or as a condition of participation in IDX. Electronic display and distribution pursuant to this policy contemplates, but is not limited to, Short Message Services ("SMS")/texting technologies, and interactive "social media." All electronic displays and/or distribution of other participants' listings conducted pursuant to this policy must comply with state law and regulations and applicable rules.

Displays addressed by this policy may be subject to technological limitations on disabling/discontinuing third-party comments/reviews, disabling/discontinuing automated displays of market value, “refreshing” displays on a periodic basis, and possibly other issues which should be taken into consideration when developing rules and policies governing such displays. (Adopted 11/12) **M**

*Homes Magazines*

## **Section 5: Regulation of Advertising in Association or Commercial Publications**

It is recommended that associations of REALTORS® discontinue and avoid any association or MLS regulation of advertising placed in a commercial advertising publication published by a commercial publisher and sponsored or endorsed by the association and that further, the association document in writing that it is not responsible for any regulation or regulations of advertising by the commercial publishers.

Further, if an association or its multiple listing service publishes a commercial advertising publication other than the regular MLS books/cards/sheets, it shall not seek to regulate the content of such advertising beyond reserving, with the advice of association legal counsel, the right to reject scurrilous advertising that might create liability to the association. (Approved 11/77, Reaffirmed 11/85) **M**

### **E. PARTICIPANTS’ RIGHTS**

#### **Section 1: Participation Should be Optional**

No REALTORS® shall be required to participate. A requirement to participate in a multiple listing service in order to gain and maintain REALTOR® membership is an inequitable limitation on its membership (from Official Interpretation No. 1 of Bylaws, Article I, Section 2, adopted by the Board of Directors of the National Association, November 15, 1960). However, if a REALTOR® chooses to participate in the activity, the REALTOR® should be required to exchange information on the same basis, according to the same rules and costs imposed on all who participate. **M**

#### **Section 2: Association Membership as Prerequisite to MLS Participation (Policy Statement 7.7)**

To the extent permitted by law, the National Association remains firmly and unequivocally committed to the principle that association membership is a reasonable condition of participation in the association’s multiple listing service providing membership in the association is readily available to all eligible and qualified individuals on reasonable and nondiscriminatory terms and conditions. **R**

#### **Section 3: Participation in an Association Multiple Listing Service of a Branch Office Manager Who Is Not a Principal of the Real Estate Firm (Policy Statement 7.24)**

In the event a REALTOR® has a principal office in one and only a branch office in another association, and the branch office manager is a REALTOR® member of the second association but is not a principal of the real estate firm with which he is affiliated, the branch manager shall be considered as standing in the shoes of the principal, and shall be eligible for participation in the multiple listing service of any association’s MLS where he qualifies as a participant. **I**

#### **Section 4: MLS Participation by Brokers Acting as Agents of Potential Purchasers (Policy Statement 7.40)**

No association or association MLS may make or maintain a rule which would preclude an individual or firm, otherwise qualified, from participating in an association MLS solely on the basis that the individual or firm functions, to any degree, as the agent of potential purchasers under a contract between the individual (or firm) and the prospective purchaser (client). However, in instances where the participant is representing the potential purchaser as an agent, the participant cannot function simultaneously as the subagent of the listing broker without buyer and seller consent or as provided by state law; and must make his true position clearly known to all interested parties at first contact. (Amended 8/24) **M**

## **Section 6: Immediate Access to MLS by Association Members if Provided to Nonmember (Policy Statement 7.14)**

Where the multiple listing service of an association of Realtors® is required by law to provide access to nonmembers and immediate access is provided to such nonmembers, similar immediate access shall be provided to applicants for membership in the association of Realtors® subject to any required orientation in multiple listing policies and procedures. Otherwise, the application for association membership shall be processed in the normal manner. (Amended 11/04)

Such access to MLS shall be provided to applicants for association membership as described, waiving the provisions of Interpretations No. 9 and No. 18, Official Interpretations of Article I, Section 2, Bylaws of the National Association, and of Point 5 of the Membership Qualification Criteria of the National Association for Applicants for Realtor® Members Who Are Sole Proprietors, Partners, Corporate Officers, or Branch Office Managers in a Real Estate Firm. (Amended 11/04)

After providing such access to MLS, the applications of such applicants for association membership should proceed on a normal basis and all association membership qualifications and all Official Interpretations of Article I, Section 2, Bylaws of the National Association have full force and effect. (Amended 11/04) **M**

## **Section 7: Presentation of Offers (Policy Statement 7.71)**

Consistent with Standard of Practice 1-6, MLSs may require that listing brokers make arrangements for prompt presentation of offers and, where offers cannot be presented promptly, that listing brokers explain to cooperating brokers why offers they procured could not be presented. (Adopted 11/04) **M**

## **Section 8: Showings and Negotiations (Policy Statement 7.70)**

As established in Official Interpretation No. 10 of the National Association's Bylaws, rules giving cooperating brokers the right to negotiate directly with an exclusively-represented seller are an inequitable limitation on Realtors®. Appointments for showings and negotiations with sellers for the purchase of listed property published in MLS compilations shall be conducted through the listing broker, except:

12. where the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or after reasonable efforts a cooperating broker cannot contact the listing broker or the listing broker's representative. However, listing brokers, at their discretion, may preclude any direct contact or negotiations by cooperating brokers. (Adopted 11/04) **M**

## **Section 9: Rights of Cooperating Brokers in Presentation of Offers (Policy Statement 7.73)**

Cooperating participants or their representatives have the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. They do not have the right to be present at any discussion or evaluation of the offer by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for presentation of offers.

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

## **Section 10: Rights of Listing Brokers in Presentation of Counter-offers (Policy Statement 7.74)**

Listing participants or their representatives have the right to participate in the presentation of any counter-offer made by a seller or a lessor. They do not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is a sub-agent). However, if a

purchaser or lessee gives written instructions to the cooperating broker that the listing broker may not be present when a counter-offer is presented, the listing broker has a right to a copy of those instructions.

*(Adopted 11/04)* **M**

### **Section 11: Code of Ethics (Policy Statement 7.5)**

Adherence to the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS® shall be a privilege and obligation of REALTORS® and REALTOR-ASSOCIATES®. **M**

### **Section 12: Arbitration (Policy Statement 7.4)**

Arbitration facilities of an association of Realtors® may be invoked by a nonmember participant in the multiple listing service, who can also be compelled to arbitrate using the association's facilities. *(Amended 11/96)* **M**

### **Section 13: Lease of MLS Compilations (Policy Statement 7.78)**

MLS participants are entitled to lease print or electronic copies of MLS compilations in sufficient number to provide the participant and each authorized individual affiliated with the participant with one copy of such compilation subject to payment of applicable fees and charges. *(Adopted 11/04)* **M**

### **Section 14: Caravans (Policy Statement 7.2)**

Any facility offered by the multiple listing service for the physical viewing of properties listed and filed with the multiple listing service, including MLS caravans and MLS open houses, must be made available to all participants in the multiple listing service. Nothing herein shall require an owner to use any particular facility for the viewing of his property, including but not limited to caravans and open houses. **M**

### **Section 15: Ownership of Listing and Listing Content (Policy Statement 7.85)**

The listing broker owns the listing agreement. Prior to submitting a listing to the MLS, the listing broker should own, or have the authority to license all listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to be published in the MLS compilation of listing information. *(Amended 5/16)*

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

Participants cannot be required to transfer any rights (including intellectual property rights) in their listings or listing content to MLS to obtain or maintain participatory rights except that MLSs may require participants to grant the licenses necessary for storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. MLSs may also require participants to warrant that they have the rights in submitted information necessary to grant these rights to MLS. *(Adopted 5/05, Amended 5/16)* **M**

### **Section 16: Digital Millennium Copyright Act, Safe Harbor (Policy Statement 7.99)**

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

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

To qualify for this safe harbor, the OSP must:

13. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.

Develop and post a DMCA-compliant website policy that addresses repeat offenders.

Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.

Have no actual knowledge of any complained-of infringing activity.

Not be aware of facts or circumstances from which complained-of infringing activity is apparent.

Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512. *(Adopted 11/15)* |

### **MLS Policy Statement 8.0 - Clear Cooperation**

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

### **MLS Policy Statement 8.3 - Right of Participant to MLS Data Feed of Listing Content**

A Multiple Listing Service must, upon request, promptly provide an MLS Participant (or the Participant's designee) a data feed containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all of the Participant's off-market listing content available in the MLS system. The delivery charges for the Participant's listing content shall be reasonably related to the actual costs incurred by the MLS. The data feed must be in compliance with RESO Standards as provided for in MLS Policy Statement 7.90.

Note: MLSs will not limit the use of the Participant's listing content by the Participant or the Participant's designee. *(Adopted 5/20)* M

### **MLS Policy Statement 8.4 – Services Advertised as “FREE”:**

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

Rationale: While REALTORS® have always been required to advertise their services accurately and truthfully, and many REALTOR® services have no cost to the recipient, this change creates a bright line rule on the use of the

word “free” that is easy to follow and enforce. These benefits outweigh the fact that this bright line may result in REALTORS® being unable to use the word “free” for some services they provide at no cost to the recipient.

#### **MLS Policy Statement 8.5 – Prohibition on Filtering out Listings:**

MLS participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are communicated to consumers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. (Adopted 8/24) M

#### **MLS Policy Statement 8.6 -One Data Source**

MLSs must offer a Participant a single data feed in accordance with a Participant’s licensed authorized uses.

At the request of a Participant, MLS must provide the single data feed for that Participant’s licensed uses to that Participant’s designee. The designee may use the single data feed only to facilitate that Participant’s licensed uses on behalf of that Participant.

Rationale: One data feed will create efficiencies for Participants, and their designees, when authorized to use MLS data for multiple purposes.

#### **MLS Policy Statement 8.7 - Brokerage Back Office Feed**

Participants are entitled to use the BBO Data for BBO Use subject to the provisions of this policy:

BBO Data Defined. “BBO Data” means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing participant), and (ii) fields and content to which MLS does not have a sufficient license for BBO use.

BBO Use Defined. “BBO Use” means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes: (1) Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant; (2) Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law; (3) Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant; (4) Marketplace statistical analysis and reports in conformance with these rules.

BBO Use by Participant. BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant’s designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

No Opt Out. There is no option for participants to opt-out their listings from the Brokerage Back Office Feed Use.

#### **“Terms” mean the following:**

- MLSs may impose reasonable licensing provisions and fees related to Participant’s license to use Brokerage Back Office Feed Data. MLSs may require the Participant’s designee to sign the same or a separate and different license agreement from what is signed by the Participant. Such provisions in a license agreement may include those typical to the MLS’s data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
- Use of roster information may be limited by the MLS participation agreement and license agreements.
- Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.

- MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that “Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires Participants’ consent.

**Rationale:** Today’s brokerage community utilizes many productivity tools, and proprietary reports and resources that call for enhanced access to and use of MLS data. This new Policy Statement will empower Participants with the information they need to better serve their clients and customers.

## F. ENFORCEMENT OF RULES

### Section 1: Appropriate Procedures for Rules Enforcement (Policy Statement 7.21)

#### Filing Complaints

*When requested by a complainant, MLSs must provide a process for processing complaints without revealing the complainant’s identity. If the complaint is forwarded to hearing, then the MLSs Compliance Committee, Grievance Committee, MLS staff or other representative must serve as the complainant when the original complainant does not consent to participating in the process or the disclosure of his or her name.*

#### Administrative Sanctions

In any instance where a participant in an association multiple listing service is charged with violation of the MLS bylaws or rules and regulations of the service, and such charge does not include alleged violations of the Code of Ethics or the Standards of Conduct for MLS participants, or a request for arbitration, **The MLS may impose administrative sanctions.** If a violation is determined, the **MLS Compliance** committee or MLS board of directors may direct the imposition of sanction, provided that the Recipients of such **administrative sanction** may request a hearing before the ValleyMLS Board of Directors.

MLS Participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber’s participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.

#### Appeals and Hearing Options

If the participant refuses to accept any sanction or discipline proposed, the circumstances and the discipline proposed shall be appealed to the board of directors of the association of REALTORS® which shall, if it deems the finding of violation proper and the sanction appropriate to the offense, delay the effective date of sanction until final entry by a court of competent jurisdiction in a suit filed by the association for declaratory relief, except in those states where declaratory relief is not available, declaring that the disciplinary action and proposed sanction violates no rights of the multiple listing service participant. If the MLS committee has a procedure established to conduct hearings, the decision of the MLS committee may be appealed to the board of directors of the association of REALTORS®. If a separately incorporated MLS has an established procedure for the conduct of hearings, the decisions of the hearing tribunal shall be appealable to the board of directors of the MLS.

#### Complaints of Unethical Conduct

Alleged violations of the Code of Ethics or the Standards of Conduct for MLS participants shall be referred to the association’s grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. (Amended 11/202/98) **M**

### Section 2: Rules and Regulations

The rules and regulations should be designed to guide participants but must avoid arbitrary restrictions on business practices. They should be based on experience and not be restrictive upon the personal rights of

participating individuals. (Rules and regulations are provided elsewhere in this *Handbook* for association of REALTORS®' review and adoption.) **R**

### **Section 3: The Use of Fines as Part of Rules Enforcement (Policy Statement 7.22)**

Generally, warning, censure, and the imposition of a moderate fine is sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. **I**

### **Section 4: Financial Penalty Not to Exceed \$15,000 (Policy Statement 7.89)**

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. (Adopted 11/07) **M**

### **Section 5: MLS Disciplinary Guidelines**

Associations of REALTORS® and their multiple listing services have the responsibility of fostering awareness, understanding, and appreciation for the duties and responsibilities of MLS participants and subscribers, and of receiving and resolving complaints alleging violations of the rules and regulations. The REALTOR® organization is firmly committed to vigorous, fair, and uniform enforcement. Enforcement achieves a number of goals. Where participants or subscribers are wrongly or mistakenly charged with violations, the hearing process provides personal and professional vindication. Where violations are determined, enforcement process educates participants and subscribers about their duties and obligations, and serves as a meaningful deterrent of future violations.

Allegations of conduct inconsistent with the rules are often viewed by respondents as threats to their professional and personal reputations. This can result not only in their mounting vigorous defenses but also, at times, to threats of legal challenge should a violation be determined and discipline imposed. Given that MLS participation can have significant economic value, associations and their MLSs need to strictly adhere to their established procedures when considering potential violations. This caution ensures that the rights of the parties will be observed, and legal exposure of associations and their MLSs will be minimized.

At the same time, well-founded caution should not be confused with reservation, reluctance, or hesitancy. Rules become aspirations at best, and potentially meaningless, if not enforced with vigor and determination.

Fundamental to fair and consistent enforcement is reasonable and judicious use of discipline, as both an educational device and as punishment. Associations and their MLSs have a wide variety of sanctions available to them that may be imposed for violations. These range from simple letters of warning to termination of MLS rights and privileges. Between these extremes are mandatory attendance at remedial education sessions, financial penalties, probation, and suspension.

The National Association does not recommend specific penalties for certain offenses or for violations of particular rules. This is in deference to the wisdom and autonomy of the hearing panel privy to the details of complaints coming before them; in recognition of the fact that no two complaints are identical; and in view of the facts that the details of each hearing, including the experience of respondents, their history of prior violations, and mitigating or extenuating circumstances, may all come into play in determining an appropriate penalty. At the same time, there are key points to be considered with respect to imposition of discipline.

14. Discipline that can be imposed is strictly limited to those forms authorized in the National Association of REALTORS® *Code of Ethics and Arbitration Manual* and to any additional form authorized by the National Association's board of directors.

15. Discipline should be commensurate with the offense. Unintentional or inadvertent violations should result in penalties designed to educate respondents about the conduct expected of them. Only authorized forms of discipline may be utilized.
16. Discipline should be progressive. The disciplinary emphasis on violations by new members or by long-standing members with no history of prior violations should be primarily educational. Repeated or subsequent violations should be addressed with more serious forms of discipline, including substantial fines, suspension, and termination of MLS rights and privileges.
17. A gray area can exist with respect to “first time violations” that are clearly not the result of ignorance or mistake but rather demonstrate flagrant disregard for the rules. While the educational aspect of enforcement cannot be disregarded, the fact that the rules exist to protect clients and customers, the public, and to ensure effective, efficient functioning of the MLS, must also be considered in determining commensurate discipline.
18. Mitigating or extenuating circumstances should be considered in determining appropriate discipline. The fact that a respondent recognizes or acknowledges inappropriate conduct or took steps to remediate or minimize harm or injury, should be considered in determining appropriate discipline.
19. Respondent’s records of earlier violations or, conversely, the fact that they have not violated the rules in the past, can be considered in determining appropriate discipline. Hearing panels cannot consider past violations in deciding whether the conduct currently complained of violates the rules.

Crafting appropriate, meaningful discipline can challenge panels that have concluded the rules have been violated. This discussion is offered as guidance, rather than as a hard and fast template, to assist panels in meeting their responsibility in ensuring the rules’ viability and vitality through vigorous and evenhanded enforcement.

### **Progressive Discipline**

Discipline imposed for violation of the rules should be progressive. The severity of discipline should increase incrementally for subsequent violations. The disciplinary emphasis where first time violations occur should be primarily educational. Repeated or subsequent violations should result in more serious forms of discipline being utilized, including substantial fines, suspension, and termination of MLS rights and privileges. At the same time, a gray area can exist where a first-time violation is not attributable to ignorance or oversight, but rather to blatant disregard for the rules. While the educational emphasis of enforcement cannot be disregarded, the fact the rules exist to protect clients and customers, the public, and to ensure the effective, efficient functioning of the MLS must be carefully considered in determining appropriate discipline.

Factors hearing panels should consider in determining appropriate discipline include, but are not necessarily limited to:

- The nature of the violation
- Harm caused by the violation. Was the violation a minor mistake causing little or no harm or, alternatively, was a client, customer, member of the public, or another participant harmed?
- Was the violation inadvertent or unintentional or, conversely, was it the result of knowing disregard for the obligations of MLS participants and subscribers?
- How much real estate experience did the violator have? Did he, or should he, have known better?
- Has the violator been found in violation of the rules previously? How often? How recently? Is the current violation related or similar to earlier violations?
- Are there mitigating or extenuating circumstances that should be considered in determining appropriate discipline?
- Did the violator acknowledge the violation? Did the violator express remorse or contrition?
- Are there other factors that ought to be considered?

### **Administrative Sanctions**

The following is **guidance** for issuing administrative sanctions for MLS rule violations.

#### **Administrative Sanctions:**

Category 1 violations mean a rules violation relating to listing information provided by participant or subscriber.

Category 2 violations relate to listing copyright violations, mis-use of MLS data, unauthorized MLS access, unauthorized access of ValleyMLS services

Category 3 violations include, but are not limited to, the following and will incur an immediate fine.

- Violation of the Clear Cooperation Policy
- Violation of the Office Exclusive Policy
- Violation of the Coming Soon Policy
- Violation of the Temporary Off Market Policy
- Violation of any rule relating to cooperation with a fellow participant or subscriber

First Category 1 violation (or first violation within three (3) years):

20. Possible Discipline
21. Letter of Warning
22. Fine of \$500 or less
23. Attendance at relevant education session  
Any combination of the above

Repeat Category 1 Violation (within three (3) years):

- Possible Discipline
- Attendance at relevant education session(s) or course
- Fine of \$2,000 or less
- Any combination of the above

First Category 2 violation (or first violation within three (3) years):

24. Possible Discipline
25. Letter of reprimand
26. Fine of \$2,000 or less
27. Attendance at relevant education session(s)  
Any combination of the above

Repeat Category 2 violation (within three (3) years):

28. Possible Discipline
29. Attendance at relevant education session(s)
30. Fine of \$10,000 or less
31. Suspension from the MLS or from the MLS' lockbox key access for three (3) months or less  
Any combination of the above

First Category 3 violation (or first violation within three (3) years):

32. Possible Discipline
33. Letter of reprimand
34. Fine of \$10,000 or less
35. Attendance at relevant education session(s)
36. Suspension from MLS or from the use of the MLS' lockbox key access for ninety (90) days or less  
Any combination of the above

Repeat Category 3 violation (within three (3) years):

37. Possible Discipline
38. Attendance at relevant education session(s)
39. Fine of \$15,000 or less
40. Suspension from MLS or from the use of the MLS' lockbox key access for six (6) months or less
41. Termination from MLS or from use of the MLS' lockbox key access for 1 to 3 years  
Any combination of the above

## **Scope of MLS Handbook for addressing MLS Rule Violations**

Potential violations of the MLS rules will be processed in accordance with MLS Policy Statement 7.21, and under the process provided for in Section 9 of the NAR model MLS Rules and Regulations. Potential violations of a data license agreement are not governed by NAR policy and will thus follow the terms for resolution in the agreement itself. *(Amended 11/2020)* |

## **H. LOCK BOX/KEY REPOSITORIES**

### **Section 1: Lock Box Security Requirements (Policy Statement 7.31)**

Eligibility for coverage under NAR's blanket errors and omissions insurance program is contingent on compliance with the following security measures whether the system is operated by the association, its MLS, or on behalf of an association by a recognized lock box vendor:

42. Any key, programmer, or other device (hereinafter referred to as key) by which a lock box can be opened shall be nonduplicative. By nonduplicative it is not meant that the key is necessarily covered by a current patent but that it cannot be readily copied in the manner that other types of keys ordinarily are.

Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, information shall be obtained from the original manufacturer to determine whether the key's pattern, code, or configuration is already in use by other associations, multiple listing services, or other users in the vicinity. Surrounding associations and multiple listing services shall also be contacted to determine whether the key's pattern, code, or configuration is currently in use.

Any lock box system shall be designated as either an activity of an association of Realtors® or an association-owned and operated MLS.

If the lock box system is an activity of an association of Realtors®, then every Realtor® and Realtor-Associate® and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a Realtor®, shall be eligible to hold a key subject to their execution of a lease agreement with the association. *(Amended 11/96)*

If the lock box system is an activity of an association-owned and operated multiple listing service, then 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.

Associations and multiple listing services may require, as a matter of local determination, that key lease agreements executed by non-principal brokers, sales licensees, and licensed or certified appraisers will be cosigned by the designated Realtor® or the office's broker of record. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the association or MLS that relate to the operation of the lock box system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the keyholder except as provided elsewhere in this statement of policy. *(Amended 2/98)*

Associations and multiple listing services may, at their discretion, authorize unlicensed personal assistants, administrative and clerical staff, and individuals seeking licensure as real estate appraisers, who are under the direct supervision of a designated Realtor®, or MLS participant, or their licensed designee, to hold a lock box key on the same terms and conditions as non-principal brokers and sales licensees. *(Adopted 11/93)*

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

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

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

- the nature and seriousness of the crime
- the relationship of the crime to the purposes for limiting lock box access
- the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- the extent and nature of past criminal activity
- time since criminal activity was engaged in
- evidence of rehabilitation while incarcerated or following release and
- evidence of present fitness *(Adopted 11/99)*

Administration of a lock box system as an activity of an association of Realtors® may, at the discretion of the association, be delegated to its multiple listing service.

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

Associations and multiple listing services may, at their discretion, lease keys to affiliate members of associations who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the keyholder and by a principal, partner, or corporate officer of the keyholder's firm. *(Amended 11/97)*

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

Associations shall maintain current records as to all keys issued and in inventory. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or, alternatively, by receipt of a statement signed by the keyholder and the designated Realtor®, broker of record, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder's firm, attesting that the key is currently in possession of the keyholder. This audit requirement does not apply to electronic lock box programmers or keypads which are sold or leased provided such devices may be deactivated within thirty (30) days. *(Amended 5/99)*

Associations shall require a substantial deposit from each keyholder in an amount that will establish an awareness of personal liability for such key. The initial deposit shall not be less than \$25 nor more than \$300. Deposits for a first replacement key lost or stolen shall be not less than two (2) times nor more than three (3) times the amount of the initial deposit and not less than three (3) times nor more than four (4) times the amount of the initial deposit for second or additional replacement keys. Deposits for keys shall be kept in a special account for refund upon return of the key unless forfeited upon loss of the key. Notwithstanding the foregoing, deposits charged affiliate members may be no more than twice the amounts established above. *(Revised 11/11)*

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

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

Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose. Inclusion in MLS compilations cannot be required as a condition of placing lock boxes on listed property. *(Amended 11/05)*

Associations shall charge keyholders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the association. Upon receipt of notice, the association shall take any steps deemed necessary to re-secure the system.

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

Notwithstanding the foregoing, associations and multiple listing services may sell electronic lock box programmers or keypads to MLS participants and others eligible to hold lock box keys pursuant to these requirements provided that such devices may be deactivated, if necessary, within a reasonable period not to exceed thirty (30) days and that the participant has authorized the sale in writing. In the event electronic lock box programmers or keypads are sold or leased, a designated Realtor® principal or an office's broker of record may purchase or lease additional programmers or keypads to be issued on a temporary basis to other keyholders in the same office in the event their programmer or keypad becomes non-functional outside normal business hours or under circumstances where a replacement programmer or keypad is not reasonably available from the issuing association or MLS. When a programmer or keypad is issued on a temporary basis, it shall be the responsibility of the Realtor® principal or the broker of record to advise the association or MLS in writing that the programmer or keypad has been issued, to whom, and the date and time of issuance within forty-eight (48) hours. It shall also be the responsibility of the Realtor® principal or the broker of record to advise the association or MLS in writing within forty-eight (48) hours after possession of the previously issued programmer or keypad has been reassumed. *(Adopted 4/95)*

MLSs may, as a matter of local option, require placement of an MLS approved lock box on listed properties if any device giving access to real estate professionals and/or service providers is authorized by the seller and occupant and is placed on the property. The purpose of this requirement, if adopted by an MLS, is to ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a lock box or other access device be "MLS-approved" does not limit the devices that satisfy the requirement to lock boxes leased or sold by an association or MLS. The MLS may require that the devices be submitted in advance for approval, and the access device may be any lock box or other access device that provides reasonable, timely access to listed property. The MLS also may revoke the approval and/or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. *(Adopted 05/12)*

## **Section 2: Lock Box Key Deposits (Policy Statement 7.32)**

Any funds accepted by a member association or association MLS as deposits for lock box keys shall be retained by the association or its MLS in a separate account so that the funds will be available to be refunded to depositors upon return of the lock box key to the association or its MLS. The funds deposited are to be retained for this purpose only and are not to be utilized in any other manner. The separate fund may be an interest-bearing account with the interest retained by the association or association MLS unless as a requirement of law, or at the discretion of the association or association MLS, such interest shall be paid to the depositors. **M**

## **Section 3: Centralized Key Repositories (Policy Statement 7.46)**

A centralized key repository is defined as a system operated by an association multiple listing service which enables an MLS participant to place keys to listed properties in a central location to be made available to other participants and their affiliated licensees to facilitate the showing of listed properties. Under certain circumstances

and subject to strict operational rules and regulations, an association multiple listing service may choose to operate a centralized key repository in lieu of a lock box system and still be eligible for coverage under the errors and omissions insurance program of the NATIONAL ASSOCIATION OF REALTORS®. (Approved 2/86) **I**

#### **Section 4: Minimum Security Measures for Centralized Key Repositories of Association Multiple Listing Services (Policy Statement 7.47)**

1. A centralized key repository is defined as a system operated by a multiple listing service which enables a participant to place keys to listed property in a central location to be made available to other participants and their affiliated sales licensees to facilitate the showing of listed property.
2. Use of the system must be strictly limited to participants and their affiliated sales licensees.
3. Keys to listed property may not be submitted unless the property is exclusively listed by the participant and the listing agreement includes a provision whereby the seller specifically authorizes the listing participant to place keys in the system. In lieu of such authorization in the listing agreement, the MLS may require the seller's authorization be provided on a separate document prepared by the MLS.
4. All keys to listed property must be stored in a locked, secure area in the association or MLS office.
5. All keys become the property of the association or MLS.
6. No key may be issued without the consent of the listing office. Any individual requesting a key must indicate, in writing, who in the listing office has authorized the showing.
7. All keys must be coded in a manner which prevents their identification with a particular property until issued by an authorized representative of the association or MLS.
8. Lost or stolen keys must be reported to the association or MLS as quickly as possible.
9. A police report must be filed as quickly as possible whenever a key is lost or stolen.
10. Any person losing a key must immediately advise the property owner and the listing broker and offer to have all necessary locks changed as quickly as possible.
11. The issuance of keys must be discontinued immediately upon request of the seller.
12. Keys must be issued for a specified period of time and failure to return a key within the allotted time shall be considered as a violation of the rules or procedures. When a key is more than twenty-four (24) hours overdue, the association or MLS must contact the person to whom the key was issued and the principal broker or branch manager of the firm to confirm the key has not been lost or stolen and to request its immediate return.
13. Keys must be destroyed upon expiration of the listing or upon closing (whichever occurs first) or earlier at the direction of the listing participant.
14. All rules and procedures for the operation of any centralized key repository must be in writing and be submitted to the National Association for review and approval prior to implementation.
15. Any association member or employee involved in the administration or operation of the system shall be bonded. **M**

#### **KEY DEFINITIONS**

##### **Statement 7.9: DEFINITION OF MLS PARTICIPANT**

Where the term REALTOR® is used in this explanation of policy in connection with the word member or the word participant, it shall be construed to mean the REALTOR® principal or principals of this or any other association or a firm comprised of REALTOR® principals participating in a multiple listing service owned and operated by the board. Participatory rights shall be held by an individual principal broker unless determined by the association or MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are REALTOR® members of this or any other association or who are legally entitled to participate without association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license

and cooperate or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make the property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. 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.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law. (Adopted 11/08)

The key is that the Participant or potential Participant cooperates with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to cooperate. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants. (Adopted 11/08)

Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law. Additionally, the foregoing does not prohibit association multiple listing services, at their discretion, from categorizing non-principal brokers, sales licensees, licensed and certified appraisers and others affiliated with the MLS members or participants as users or subscribers and, holding such individuals personally subject to the rules and regulations and any other governing provisions of the MLS and to discipline for violations thereof. MLSs may, as a matter of local determination, limit participatory rights to individual principal brokers, or to their firms, and to licensed or certified appraisers, who maintain an office or Internet presence from which they are available to represent real estate sellers, buyers, lessors or lessees or from which they provide appraisal services. (Amended 5/02)

Where the terms subscriber or user are used in connection with a multiple listing service owned or operated by an association of REALTORS®, they refer to non-principal brokers, sales licensees, and licensed and certified real estate appraisers affiliated with an MLS participant and may, as a matter of local option, also include a participant's affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under the direct supervision of an MLS participant or the participant's licensed designee. If such access is available to unlicensed or uncertified individuals, their access is subject to the rules and regulations, the payment of applicable fees and charges (if any), and the limitations and restrictions of state law. None of the foregoing shall diminish the participant's ultimate

responsibility for ensuring compliance with the rules and regulations of the MLS by all individuals affiliated with the participant. (Adopted 4/92)

Under the Board of Choice policy, MLS participatory rights shall be available to any REALTOR® (principal) or any firm comprised of REALTORS® (principals) irrespective of where they hold primary membership subject only to their agreement to abide by any MLS rules or regulations; agreement to arbitrate disputes with other participants; and payment of any MLS dues, fees, and charges. Participatory rights granted under Board of Choice do not confer voting privileges or eligibility for office as an MLS committee member, officer, or director, except as granted at the discretion of the local board and/or MLS. (Amended 5/97)

The universal access to services component of Board of Choice is to be interpreted as requiring that MLS participatory rights be available to REALTOR® principals, or to firms comprised of REALTOR® principals, irrespective of where primary or secondary membership is held. The MLS may charge participants and subscribers not holding primary or secondary membership in a REALTOR® association that owns the MLS a different amount than charged to members of the association, providing that such charge is reasonably related to the actual costs of servicing those members.

None of the foregoing shall be construed as requiring an association to grant MLS participatory rights, under Board of Choice, where such rights have been previously terminated by action of that association's board of directors. (Amended 8/24) M

#### **Statement 7.50: DEFINITIONS OF VARIOUS TYPES OF LISTING AGREEMENTS**

**Exclusive Right-to-Sell Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker. (Amended 5/06)

**Exclusive Agency Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

#### **Statement 7.86: LISTING CONTENT DEFINED**

Listing content" as used in the National Association's multiple listing policies, including the model MLS rules and regulations, includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (Adopted 5/06) M

#### **Statement 7.17: COMPLIANCE WITH NAR POLICY**

Those associations or multiple listing services found by the National Association to be operating under bylaws or rules and regulations not consistent with mandatory policies of the National Association are not entitled to errors and omissions insurance coverage and their charters are subject to review and revocation.

#### **Multiple Listing Service (MLS) Defined**

- 
- a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and customers and the public

- a means of enhancing cooperation among participants
- a means 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
- a means by which participants engaging in real estate appraisal contribute to common databases  
(Revised 8/24)

### **Annual Notice to Members**

*Under the long-established policy of this association, the (state) association of Realtors®, and the National Association of Realtors®:*

- 1. The broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the broker and his or her client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the listing agreement.*
  - 2. The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker. (Amended 4/92)*
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### **History and Background**

Multiple listing, in one form or another, dates back into the nineteenth century. The first boards of Realtors® were established as real estate exchanges. On certain appointed days, the members of a board of Realtors® gathered at the board offices and exchanged information about their listings. They, in effect, carried on an auction, as they frequently came prepared to purchase certain property desired by their principals but listed by another broker. This practice was common in the 1880s and 1890s. Shortly after the end of the nineteenth century the term multiple listing came into use. It is mentioned as an activity of boards of Realtors® as early as 1907.

By the 1920s, multiple listing had become widely accepted. The expansion of this function continued through succeeding years and spread throughout the country with the result that today hundreds of local associations of Realtors® provide multiple listing services, in one form or another, to their members. I

### **National Association's Interest**

The interest of the National Association in multiple listing is in assuring the proper operation of such an activity so that it furthers the objectives of the Code of Ethics, encourages cooperation between Realtors®, and avoids practices which may be contrary to public policy or the law.

The recommendations of the National Association are in support of the following principles:

43. An association of Realtors® should be representative of those engaged in the real estate business in the area which it serves. As a trade association, it should open its activities to all qualified persons and invite them to join in voluntary association for the good of the public.

Eligibility for association of Realtors® membership should not require participation in a multiple listing activity if, in the opinion of the individual, such activity does not lend itself to his particular method of doing business.

Participation in any activity should be subject to rules that do not conflict with the public interest.

The association of Realtors® should maintain its position as an organization serving a public interest and sustain its tax-exempt status.







## **POLICY STATEMENTS THAT ARE NOW OBSOLETE (OR MERGED WITH ANOTHER POLICY)**

**Statement 7.1: LOCK BOXES (was replaced with 7.31)**

**Statement 7.6: BOARD OPERATIONS OF MLS - *Deleted 2005***

**Statement 7.8 SERVICES OF BOARD MLS – *Deleted 2005***

**Statement 7.12: TAX EXEMPT STATUS OF BOARD OWNED MLS – *Deleted 2005***

**Statement 7.16: REVISED INTERPRETATION No.4 – *Deleted November 1996***

**Statement 7.18: MLS PROVIDED TO NONRESIDENT MEMBERS – *Deleted November 1996***

**Statement 7.23 INFORMATION SPECIFYING THE COMPENSATION ON EACH LISTING FILED WITH THE MULTIPLE LISTING SERVICE OF AN ASSOCIATION OF REALTORS - *Deleted***

**Statement 7.27: NO MLS REQUIREMENT FOR LISTING BROKER TO DISCLOSE TOTAL NEGOTIATED COMMISSION - *Deleted***

**Statement 7.28: STATISTICAL REPORTING INCLUDING “COMPARABLES” SHOULD BE A BOARD SERVICE *Merged into Policy Statement 7.3 in 2005***

**Statement 7.29: CHANGES FOR PROVIDING “COMPARABLE” INFORMATION TO BOARD MEMBERS WHO ARE NOT MLS PARTICIPANTS *Merged into Policy Statement 7.3 in 2005***

**Statement 7.30: COMPARABLE INFORMATION TO GOVERNMENT AGENCIES *Merged into Policy Statement 7.3 in 2005***

**Statement 7.44: ACCESS TO COMPARABLE AND STATISTICAL INFORMATION *Merged into Policy Statement 7.3 in 2005***

**Statement 7.48: MLS MAY PERMIT PARTICIPANTS TO ESTABLISH, CONCURRENTLY WITH THE OFFER OF SUBAGENCY, AN OFFER TO COMPENSATE BUYER AGENTS – *Deleted 1993***

**Statement 7.49: USE OF PROPERTY DATA FORMS TO PUBLISH FEATURES OF SPECIAL INTERET TO HANDICAPPED OR ELDERLY INDIVIDUALS – *Deleted 2005***  
/06)

**Statement 7.53: FACILITATORS/INTERMEDIARIES AS MLS PARTICIPANTS - *Deleted***

**Statement 7.56: MLS DEFINED – *Merged into Definitions Section in 2005***

**Statement 7.58: INTERNET DATA EXCHANGE POLICY**

(See Appendix # 1)

**Statement 7.59: VIRTUAL OFFICE WEBSITE (VOW) POLICY -*Deleted 2005***

**Statement 8.8: DISPLAY OF THE LISTING BROKER’S OFFER OF COMPENSATION - *Deleted***

## REVISION HISTORY

August 2024: Updated NAR Mandatory Policy Changes

August 2025: Updated with NARs Delayed Marketing Policy