

RULES & REGULATIONS OF THE  
MULTIPLE LISTING SERVICE  
Amended June 2018



WHITE MOUNTAIN  
ASSOCIATION OF REALTORS®



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**MULTIPLE LISTING  
SERVICE  
THE WHITE MOUNTAIN ASSOCIATION OF  
REALTORS®**

Rules and Regulations  
authorizing MLS as a  
Committee of the Association  
Effective February 2017

**Changes to the MLS Rules and Regulations**

From time to time, the White Mountain Association of REALTORS® updates these MLS Rules and Regulations to comply with changes in National Association of REALTORS® (“NAR”) policies or Arizona law as well as for general improvement. All recent changes to these MLS Rules are shown in highlight and/or red print by strikeout or underline. Additional formatting and editing changes may have also occurred but will not necessarily be shown.

**ARTICLE I  
AUTHORITY, PURPOSE, PARTICIPATION**

**Section 1.1 Authority.** The White Mountain Association of REALTORS® (“Association” or “WMAR”) shall maintain for the use of its Members a Multiple Listing Service (“MLS” or “Service”), which shall be subject to the Bylaws of the Association and such Rules and Regulations (“Rules”) as may be hereinafter adopted.

**Section 1.2 Purpose.** A Multiple Listing Service is:

- a. a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law);
- b. a means of enhancing cooperation among Participants;
- c. 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;
- d. a means by which Participants engaging in real estate appraisal contribute to common databases;
- e. a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public. (Amended 07/14)

**Section 1.3 Participation.** Any REALTOR® Member of this Association who is an individual, principal, partner, or corporate officer, or branch manager acting on behalf of the principal, without further qualification, shall be eligible to participate in the MLS upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current valid real estate broker’s license and offer or accept compensation to and from other

Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an Association MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation, or membership or any right of access to information developed or published by an Association MLS where access to such information is prohibited by law.

The REALTOR® principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation as the Participant shall have all rights, benefits, and privileges of the service, and shall accept all obligations to the service for the Participant's firm, partnership, or corporation, and for compliance with the Bylaws and Rules and Regulations of the service by all persons affiliated with the participant who utilize the service. (Amended 07/16).

**Note:** Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers and/or accepts cooperation and compensation means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and 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 07/09)

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

The membership requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants. (Adopted 07/09)

Participation in the service is also available to individuals who meet the classification of membership established in the Association's Bylaws including licensed and certified appraisers and unlicensed administrative and clerical staff who are designated as an "authorized assistant" and/or "secretary status" (hereinafter collectively referred to as "Subscribers").

**Section 1.4 Supervision.** The activity shall be operated under the supervision of the Multiple Listing Committee, in accordance with the Rules, subject to approval by the Board of Directors.

**Section 1.5 Appointment of Committee.** (Amended 11/11) The President-Elect and 1<sup>st</sup> Vice President

of the WMAR shall serve as Co-Chairpersons and shall appoint a Multiple Listing Service Committee (“MLS Committee”). The MLS Committee shall consist of a minimum of five (5) WMAR members. All members of the MLS Committee shall be Participants in the MLS except, at the option of the local Association, REALTORS® affiliated with Participants may be appointed to service.

**Section 1.6 Vacancies.** Vacancies in unexpired terms shall be filled as in the case of original appointees.

**Section 1.7 Attendance.** (Amended 07/10) The MLS Committee will meet the first Wednesday of every month. Any MLS Committee Member who fails to attend three (3) consecutive regular or special meetings of the MLS Committee, without excuse acceptable to the Chairman of the MLS Committee, shall be deemed to have resigned from the MLS Committee and the vacancy shall be filled as herein provided for original appointees.

**Section 1.8 Access to Comparable and Statistical Information.** Association Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, information other than current listing information that is generated wholly or in part by the MLS including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of Association members and individuals affiliated with Association Members who are also engaged in the real estate business and may not be transmitted, re-transmitted, or provided in any manner to any unauthorized individual, office or firm except as otherwise specified in the Rules. Association Members who receive such information, either as an Association service or through the Association’s MLS, are subject to the applicable provisions of the Rules whether they participate in the MLS or not.

## **ARTICLE II LISTING PROCEDURES**

**Section 2.1 Listing Subject to Rules of the Service.** Any listing taken on a contract to be entered into the MLS is subject to the Rules and Regulations of the Service.

**Section 2.2. Types of Listings; Responsibility for Classification.** Listings of real or personal property of the following types located within the territorial jurisdiction of the Association of REALTORS® taken by Participants on exclusive right to sell and exclusive agency listing form(s) shall be entered into the MLS within seventy-two (72) hours (excepting weekends, holidays and postal holidays) after all necessary signatures of seller(s) have been obtained:

- a. Single-family homes for sale or exchange.
- b. Vacant lots and acreage for sale or exchange.
- c. Two-family, three-family and four-family residential buildings for sale or exchange.
- d. Land, business, motel/hotel, land with building, and business opportunity.

**Note 1:** The MLS shall not require a Participant to file listing forms with the MLS. A “Property Data Form” as approved and provided at a cost to Participants by the MLS shall be completed on every listing entered into the system. The property Data Form shall be retained by the Participant for the length of time required by the Arizona Department of Real Estate and be available to the MLS Committee upon request.

The MLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts,

and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other Participants of the MLS acting as buyer agents or in a non-agency capacity defined by law.

The listing agreement must include the seller's authorization to submit the agreement to the MLS. The different types of listing agreement include:

- a. Exclusive right to sell
- b. Exclusive agency
- c. Open
- d. Net

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

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

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

**Note 2:** A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The MLS shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing services. (Adopted 07/16)

**Note 3:** A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Adopted 07/16)

It shall be the responsibility of the broker Participant to properly classify the type of listing, and if necessary, obtain a legal opinion to determine the correct classification. By classifying the type of the listing, the listing broker certifies that the listing falls under the legal classification designated. The MLS shall have no affirmative responsibility to verify the listing type of any listing filed with the service. However, the MLS shall have the right to have legal counsel make a determination as to the classification of the listing type and if the listing broker does not reclassify it accordingly, the Association and/or MLS shall have the right to reject or remove any such listing that it determines falsely represents the

classification of listing type. (Adopted 07/16)

**Section 2.3 Type of Properties.** The following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be entered into the system and other types that may be entered into the system at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's license as a real estate broker: (Amended 10/07)

1. Residential
2. Residential Income
3. Subdivided Vacant Lot
4. Land and Ranch
5. Business Opportunity
6. Motel-Hotel
7. Mobile Homes with Real Estate
8. Mobile Home Parks
9. Commercial Income
10. Industrial
11. Commercial Land
12. Commercial Land with Building
13. Rentals

**Section 2.4 Detail on Listings Filed with the Service.** A listing Agreement or Property Data Form, when entered into the MLS by the listing broker, shall be complete and accurate in every detail which is ascertainable as specified on the Property Data Form. (Amended 02/07)

**Section 2.4 a. Required Documents (9/17):** Properly executed Home Owners Association Addendum will be uploaded into Associated Document prior to listing becoming active. All properties located in a Home Owners Association or Property Owners Association that do not contain the Home Owner's Association Addendum in Associated Documents will be fined per the current Rate & Fee Scheduled. REO properties are exempt.

**Section 2.5 Listing Photos.** (Amended 03/15) Photos uploaded to the MLS in relation to any associated listing shall not include any real estate for sale signage, real estate advertising, or sales contact information. Additionally, at least one (1) photo of the property is required to be uploaded prior to the listing being made "Active." If a residence, the listing must include an exterior photo of the residence, preferably a frontal view. If vacant land, a plat map (defining the subject property) or an aerial view (clearly defined) of the property is acceptable, but it must be of the subject property. If violated, fines per the Rate & Fee Schedule are applicable.

**Section 2.6 Owner's Name.** Owner's name shall be a required field prior to the listing being made "Active." Owner's name shall be exactly as it appears in public records. Example: John Doe & Mary Allen Pickles Trust **may read "Pickles Trust."** (Adopted 02/2015).

**Section 2.7 Proper Entry of Area and Subdivision.** (Amended 06/14) All listings entered into the MLS must be entered into one (1) Area and Subdivision. Listing in more than one (1) Area or Subdivision is not permitted. The Area that is selected shall be the one that best represents the actual physical location

of the parcel. (See Article X “Enforcement of Violations”)

**Section 2.8 Subdivision Listings.** (Relocated 11/11) A master listing may be made for subdivisions. Upon contract, the lot shall be input as a new listing followed by a sold change order making available the information for comparative analysis.

**Section 2.9 Proper Entry of Split Properties.** (Adopted 05/08) Properties, which can be split, may be entered multiple times to reflect the split. Each entry must reflect the other MLS numbers for the splits, as well as the parcel in its entirety.

**Section 2.10 Lot Reservations.** (Relocated 11/11) Lot Reservations may be input into the MLS under “TYPE: Reservations Only” provided an application for a Public Report has been submitted to ADRE. A copy of the ADRE Lot Reservation Form stating the Broker can accept Lot Reservations must be on file at WMAR office.

Only one listing for all Lot Reservations may be entered into the MLS prior to receipt of the Public Report. The listing agent must have a signed listing agreement. After the Public Report is received, then individual listings shall be entered into the MLS and the listing for Lot Reservations shall be immediately withdrawn.

The maximum price for the Lot Reservation listing shall be entered into the “Asking Price” field. The Lot Reservation listing must include in the Public Remarks: “Currently taking lot reservations only. The Arizona Department of Real Estate has not inspected or approved this project and no Public Report has been issued for the project. No offer to sell may be made and no offer to purchase may be accepted before issuance of a Public Report of the project. Prices are subject to change without notice.” Public Remarks shall also include the price range of all lots.

**Section 2.11 Proper Entry of Addresses.** (Amended 02/09) Addresses of all properties entered into the MLS must include the actual street address, vacant subdivision lots must include the lot number and the name of the road, street or highway upon which the property abuts, and metes and bounds entries must include the name of the road, street or highway on which the property abuts. No other comments or entries in the Address fields will be permitted.

**Section 2.12 Proper Direction of Virtual tour Link.** (Adopted 03/10) The Virtual Tour link may only be used to display a tour of the listed property. (See also Section 1.30).

**Section 2.13 Limited Service Listings.** (Adopted 08/12) Listing agreements under which the listing broker will not provide one, or more, of the following services:

- a. Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- b. Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- c. Advise the seller(s) as to the merits of offers to purchase;
- d. Assist the seller(s) in developing, communicating, or presenting counter-offers;
- e. Participate on the seller’s(s’) behalf in negotiations leading to the sale of the listed



property must disclose that the listing Participant's services to the Seller are "limited" in the listing data field specifically provided for that information and such information shall be disseminated to all Participants and MLS Subscribers so potential cooperating brokers will be aware of the extent of services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to the listing brokers' clients, prior to initiating efforts to show or sell the property.

Limited Service listings will be identified with an appropriate code or symbol (e.g. "LS") in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing broker's clients, prior to initiating efforts to show or sell the property.

**Section 2.14 MLS Entry-Only Listings.** This field/status shall only be utilized for the reporting of sales which meet one of two criteria: (1) the reporting of a sale for statistical or comparable purposes for a property represented by a Participant which was not previously entered in to the MLS system, or (2) any property that falls within Section 3.6 of these Rules. (Adopted 07/16)

**Section 2.15 One Listing per Participant.** (Adopted 05/08) A listing may only be entered into the MLS system by one Participant. MLS Subscribers affiliated with that Broker may co-list a property. Listing may be co-listed only with WMAR Participant.

**Section 2.16 Refusal of Listings.** (Adopted 02/07) The MLS may refuse to accept any listing which fails to adequately protect the interests of the public and other Participants with regards to false or misleading information.

**Section 2.17 Exempted/Delayed Listings and Delayed Contracts.** If the seller refuses to permit the listing to be disseminated by the Service, the REALTOR® may then take the listing (office exclusive) and such listing shall be filed with the Service but not disseminated by the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Service. If the seller requests that the input of the listing be delayed for any reason, an Exempt/Delayed Input Listing form must be completed, signed, and submitted to the MLS within two (2) business days of its signing by seller(s). (Amended 09/05)

**Section 2.18 Change of Status of Listing.** Any change in status in the original listing agreement, which requires seller's signature as authorization, shall be entered into the service within 72-hours of receipt (except weekends and holidays) by the listing broker. Such status changes to include contingent pending, sold back on market, temporarily off market and return to active. When making such status changes, the complete information must be entered into the system including price, date of change, date of sale, listing office, listing agent, selling office, selling agents, terms, etc.

Notwithstanding the preceding paragraph, and within the same time requirements, a Listing must be changed "Pending" status if the seller or approving entity has accepted a contract or is not accepting additional offers for consideration. In the event of non-compliance with this rule, WMAR will immediately change the Listing status to Pending and fine the Participant according to the current Rate & Fee Schedule. (Amended 07/17)

**Section 2.19 Withdrawal of Listing Prior to Expiration.** Listings of Property may be withdrawn from the MLS by the listing broker prior to the expiration date of the listing agreement provided notice is

entered into the MLS within 72 hours of receipt (except weekends and holiday) including a copy of the listing broker's authorization to withdraw the listing.

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

**Section 2.20 Contingencies Applicable to Listings.** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

**Section 2.21 Price Change Information/Listing Price Specified.** The full gross listing price will be stated in the contract and will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

The MLS is 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 the 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. (Amended 02/12)

**Section 2.22 Public Remarks Information.** Information in the Public Remarks field shall be limited to information describing or marketing the listed property. Field shall not include information about the listing agent or brokerage, including, but not limited to: names, phone numbers, websites, social media accounts, or any other means of directing a prospective buyer to the listing agent or office. Also precluded from Public Remarks are any references to the occupants of the property, lockbox codes, gate codes, co-brokerage information or selling agent bonus information. If violated, fines per the Rate & Fee Schedule are applicable. (Amended 05/2015)

**Section 2.23 Listing Multiple Unit Properties.** All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Property Data Form. When part of a listed property has been sold, proper notification should be given to the MLS.

**Section 2.24 No Control of Commission Rates or Fees Charged by Participants.** The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants.

**Section 2.25 Expiration, Extension and Renewal of Listings.** Any listing entered into the MLS automatically expires on the date specified in the agreement unless renewed by the listing broker and notice of renewal or extension is entered into the Service prior to expiration.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. (Adopted 07/16)

**Section 2.26 Termination Date on Listings.** Listings entered into the Service shall bear a definite and final termination date as negotiated between listing broker and the seller.

**Section 2.27 Jurisdiction.** Only listings of the designated types of property located within the jurisdiction (Navajo and Apache counties) of the Association of REALTORS® are required to be submitted to the Service. Listings of property located outside the Association's jurisdiction will **NOT** be accepted. ~~if submitted voluntarily by a Participant, but cannot be required by the Service.~~ (Amended 6/8/2018)

**Section 2.28 Listings of Suspended Participants.** When a Participant of the MLS is suspended from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the MLS until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS for failure to pay appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listing in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his/her clients. (Amended 09/05)

**Section 2.29 Listings of Expelled Participants.** When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association (except where MLS participation without Association membership is permitted by law) or MLS for failure to pay appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services, including a continued inclusion of the expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his/her clients. (Amended 09/05)

**Section 2.30 Listings of Resigned Participants.** When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his/her clients.

**Section 2.31 Days/Time on Market Information.** The WMAR MLS is not required to track or report days/time on market information (i.e., the length of time a property has been listed for sale pursuant to a current listing agreement or prior listing agreements, whether with the same or different listing brokers or firms). If such information is tracked by the MLS and made available to Participants and Subscribers, neither it nor any information from which it may be determined (such as the current list date, or prior list and expiration dates) shall be classified as confidential, nor may Participants be prohibited from making such information available to clients or customers pursuant to the same rules governing dissemination of

other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other Participants' listings as a matter of local option. (Adopted 02/12)

**Section 2.32 Need to Disclose if Property is a Foreclosure, is Bank-owned, or is Real Estate Owned (“REO”).** Participants must disclose if a listing is a foreclosure, bank-owned, or real estate owned (“REO”) property. (Adopted 02/12)

**Section 2.33 Virtual Tours and Videos.** Participants may only upload unbranded virtual tours or videos to the MLS. (Adopted 06/14)

**Section 2.34 Invalid MLS Violation Reporting.** Submitting a “Violation” notice to the MLS through the FLEX Report Violation feature which is invalid or unwarranted shall result in a fine per the WMAR Rate & Fee Schedule. (Adopted 5/18)

Note 1: As a self-policing MLS, the Association and Board of Directors encourages each member of the MLS that encounters a typical and routine violation of MLS Rules & Regulations (i.e. Incorrect Area, Improper Owner Name, Signs in Photos, Incorrectly Mapped Properties, Failure to Disclose an Owner/Agent situation, Brokerage contact info in Public Remarks, etc.) to contact the Listing Agent directly to inform them of their oversight. By doing so we do not overburden staff and volunteers with violation situations that can be easily resolved with a phone call, email or message through Agent Desk.

**Section 2.35 Enforcement of Violations.** (Adopted 05/08)

- a. The MLS shall have the authority to remove from the MLS system, any listing violations as defined in this Article II. Such removal shall not take place until the violating Participant has been given notice, delivered electronically, 72 hours in advance of any action. The 72-hour notice shall commence on the date of the notice and shall count all days, excluding weekends and holidays. This policy shall be effective on the date approved by the Board of Directors and there shall be no “grandfathering” of listings in the system. (Amended 06/09)
- b. Participants will be given 72 hours, after email notification, to make appropriate corrections. If violated, fines per the Rate & Fee Schedule are applicable. If fines are applied, a second email notification to the participant, allowing another 72 hours for correction will be given. If violated again, the MLS may exercise its right to refuse the listing and may then delete the listing from its system to ensure accuracy and consistency in MLS compilations.
- c. The MLS shall have the authority to make status corrections as listed herein after delivering electronically notification to the violating Participant 72 hours in advance of any action. The 72-hour notice shall commence on the date of the notice and shall count all days, excluding weekends and holidays.
- d. Listings removed from the system for violations may be properly re-entered.
- e. Participants shall be responsible for errors in listings.
- f. Only the MLS through the MLS Committee shall be authorized to enforce this Section 2.33.

## ARTICLE III SELLING PROCEDURES

**Section 3.1 Showings and Negotiations.** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the MLS shall be conducted through the listing broker except under the following circumstances:

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

**Section 3.2 Presentation of Offers.** The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

**Section 3.3 Submission of Written Offers.** The listing broker shall submit all written offers until closing unless precluded by law, government rule, regulations, or agreed otherwise in writing, between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. (Adopted 07/16)

**Section 3.4 Right of Cooperating Broker in Presentation of Offer.** The cooperating broker or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussions or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

**Section 3.5 Right of Listing Broker in Presentation of Counter Offer.** The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

**Section 3.6 Reporting Sales to the Service.** ~~Only properties located within the Jurisdictional Boundaries (Navajo and Apache Counties) of the White Mountain Association of REALTORS® shall be entered as "Closed" sales into the WMAR MLS. Listings not within the Jurisdictional Boundaries of WMAR, which subsequently sell, shall be "Withdrawn" or "Cancelled" with the Service within 72-~~

~~hours of the close of escrow. This provision shall be retroactively effective as of January 1, 2018.~~  
(Adopted 5/18) **Rescinded 6/8/2018** *Explanation: This policy, as written, is noncompliant with NAR MLS Rules.*

Status Changes, including final closing of sales and sale prices, shall be reported to the MLS by the listing broker within 72 hours (excluding holidays and weekends) after they have occurred. If negotiations were carried on under Section 3.1 (a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 72 hours (excluding holidays & weekends) after occurrence and the listing broker shall report them to the MLS within 72 hours (excluding holidays and weekends) after receiving notice from the cooperating broker.

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

**Note 2:** If the sale price of a listed property is recorded, the reporting of the sale price is required by the MLS.

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

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

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

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

Failure to report sale prices can result in fines per the current Rate & Fee Schedule. (Amended 02/12)

**Section 3.6 Statistical Reporting of Non-Board Listed Property Sales.** Participating members who

represent purchasers of non-WMAR Board member represented properties, may publish the specifics of said sale within the MLS system. Sale Data may only be entered by WMAR staff. For the purposes of reporting; a property represented by a non-WMAR Board Licensee/Broker, the listing broker/agent information shall reflect as "Board Non" member; for unrepresented Sellers (FSBO's), then the listing broker/agent information shall reflect as "FSBO".

All data entered into the MLS for said sales shall be complete and accurate as defined in Section 1.2 and subject to the same regulations as all listings entered into the Association MLS. (Adopted 07/2015)

**Section 3.7 Reporting Resolutions of Contingencies.** The listing broker shall report to the MLS within twenty-four (24) hours that a contingency on file with the MLS has been fulfilled or renewed, or the agreement canceled.

**Section 3.8 Advertising of Listings Filed with the Service.** A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

**Section 3.9 Reporting Cancellation of Pending Sale.** The listing broker shall report within 72 hours (except weekends and holiday) to the MLS the cancellation of any pending sale and the listing shall be reinstated immediately.

**Section 3.10 Sales Data Reporting.** The listing office shall enter into the system completed sales data. If the listing broker fails to enter sales data into the system within 72 hours (excluding holidays and weekends), of first notification, selling broker may submit a signed change order to the Association office for updating of sold information into the system. (Amended 11/11)

**Section 3.11 Disclosing the Existence of Offers.** Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. (Adopted 07/16)

**Section 3.12 Availability of Listed Property.** Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 07/16)

#### **ARTICLE IV REFUSAL TO SELL**

**Section 4.1 Refusal to Sell.** If the seller of any listed property entered into the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

#### **ARTICLE V PROHIBITIONS**

**Section 5.1 Information for Participants Only.** Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker.

**Section 5.2 "For Sale" Signs.** Only the "For Sale" signs of the listing broker may be placed on a property.

**Section 5.3 “Sold” Signs.** Prior to closing, only the “sold” sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

**Section 5.4 Solicitation of Listing Filed with the Service.** Participants shall not solicit a listing on property entered into the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

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

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

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

This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics. (Adopted 07/16)

## **ARTICLE VI DIVISION OF COMMISSIONS**

**Section 6.1 Compensation Specified on Each Listing.** The listing broker shall specify, on each listing filed with the MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are \*unconditional except that entitlement to compensation is determined by the cooperating broker’s performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker’s obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Adopted 04/2009)

\*Compensation is unconditional except where local MLS rules permit listing brokers to reserve the right to reduce compensation offers to cooperating brokers in the event that the commission established in a listing contract is reduced by court action or by actions of a lender. (Adopted 04/09)



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

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

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

**Note:** MLSs may also, as a matter of local discretion, allow Participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation). (Amended 05/12)

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

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 05/12)

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

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

**Note 3:** The MLS shall make no rule on the division of commissions between Participants and nonparticipants. This should remain solely the responsibility of the listing broker.

**Note 4:** MLSs, 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 05/12)

**Note 5:** Nothing in these MLS Rules precludes a listing Participant and a cooperating Participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. (Adopted 05/12)

**Note 6:** MLSs must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require Participants to disclose potential short sales when Participants know a transaction is a potential short sale. In any instance where a Participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other Participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating Participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to Participants and Subscribers. (Adopted 05/12)

**Section 6.2 Participant as Principal.** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all Multiple Listing Service Participants.

**Section 6.3 Participant as Purchaser.** If a Participant or any licensee (including licensed and certified appraiser) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

**Section 6.4 Dual or Variable Rate Commission Arrangements.** The existence of a dual or variable rate commission arrangement (i.e. one in which seller/landlord agrees to pay a specified commission if the property is sold/leased by a listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 05/04)

**Section 6.5 Disclosing Potential Short Sales.** (Adopted 07/09) Participants must disclose potential

short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure deficiencies) when reasonably known to the listing Participants. When disclosed, Participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants.

**Section 6.6 Compensation From Participating Brokers Only.** Compensation may only be offered by Broker Members of the WMAR MLS. Any source of compensation, other than from a Broker Member, is strictly prohibited. Any offer of compensation, other than that approved, shall result in immediate removal of the listing from the Service and the Participant shall be assessed a fine per the Rate & Fee Schedule. (Adopted 07/16)

## **ARTICLE VII MLS ACCESS FEES AND CHARGES (Amended 11/11)**

**Section 7.1 MLS Access Fees and Charges.** The following access fees and charges for operation of the MLS are in effect to defray the costs of the service and are subject to change from time to time in the manner prescribed herein: Fees and charges, per the Rate & Fee Schedule, shall be recommended by the Multiple Listing Service Committee with the approval of the Board of Directors. (Amended 11/11)

**Section 7.2 Recurring MLS Access Fee.** A semi-annual MLS Access fee for each participating designated main office and for each participating branch office shall be charged to each REALTOR® Participant (hereinafter referred to as the Broker). A semi-annual MLS User Access fee shall be charged directly to each subscribing individual who has access to and use of the MLS and is actively licensed as a certified appraiser, broker, sales person, or is a licensed certified appraiser, who is employed by or affiliated as an independent contractor with such broker. In order for an individual to have access to and/or subscribe to the MLS service, their associated office where they hang their license and their associated REALTOR® Participant must also pay as a Subscriber. (Amended 11/11)

- a. **Branch Offices** shall be defined and billed for as follows:
  - 1. A secondary place of business apart from the principal or main office from which real estate business is conducted.
  - 2. Any actively operated branch office of a REALTOR® Participant (Broker) located within the geographically defined jurisdictional area of the White Mountain Association of Realtors® (WMAR) is considered to be a participating branch office, and will be billed for as such.
- b. **Temporary Offices** are not billed for, and shall be defined and governed as follows:
  - 1. A temporary office established for the sole purpose of original on-site sale of properties within the subdivision or unsubdivided land.
  - 2. The marketing of and conduct of business at the temporary office location is strictly for the purpose of sales within the subdivision or unsubdivided land.

3. Shall be in compliance with all WMAR Bylaws, Policy Statements, and MLS Rules & Regulations.
4. Temporary Offices shall submit a completed “WMAR® Temporary Office Form,” signed by the Broker, to the WMAR Office identifying the office, office location, and acknowledgment that the Temporary Office will be restricted for solely original on-site sale or lease of properties within the subdivided or unsubdivided land. (Adopted 03/14)

**Section 7.3 IDX Data Access.** Fees for Smart Framing, FTP, and RETS Data Access Feeds are charged per the current Rate & Fee Schedule. (Adopted 02/12)

## **ARTICLE VIII COMPLIANCE WITH RULES**

**Section 8.1 Authority to Impose Discipline.** By becoming and remaining a Participant or Subscriber in this MLS, each Participant and Subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. Letter of warning;
- b. Letter of reprimand;
- c. Attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration;
- d. Appropriate, reasonable fine not to exceed \$15,000;
- e. Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year;
- f. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Adopted 07/16)

**Note:** A Participant (or user/Subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/Subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual’s record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Adopted 07/16)

**Section 8.2 Compliance with Rules.** The following action may be taken for noncompliance with the rules:

1. For failure to pay any service charge or fee within two (2) months of the date due, and provided that at least fifteen (15) days notice has been given, the Service shall be suspended until service charges or fees are paid in full.

2. For failure to promptly input status changes, a fine per the Rate & Fee Schedule for the first offense and per offense thereafter will be imposed upon the listing broker for each infraction.
3. For failure to comply with any other rule, the provisions of Section 10.1 and 10.2 shall apply.

## **ARTICLE IX MEETINGS**

**Section 9.1 Meetings of the MLS Committee.** The MLS Committee shall meet for the transaction of business at a time and place determined by the MLS Committee or at the call of the chairman.

**Section 9.2 Meetings of the MLS Participants.** The MLS Committee may call meetings of the Participants in the Service to be known as meetings of the MLS Committee.

**Section 9.3 Conduct of the Meetings.** The Chairman or Vice Chairman shall preside at all meetings or, in their absence, a temporary Chairman from the membership of the MLS Committee shall be named by the Chairman or, upon his failure to do so, by the Committee.

## **ARTICLE X ENFORCEMENT OF RULES OR DISPUTES**

**Section 10.1 Violations of Rules and Regulations.** (Adopted 07/09) The MLS Committee shall give consideration to all written complaints having to do with violations of the rules and regulations.

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and Rules and Regulations of the WMAR within twenty (20) days following receipt of the committee's decision. (Amended 07/09)

If, rather than conducting an administrative review, 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® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Arizona Association of REALTORS® 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 WMAR Board of Directors. (Adopted 07/09)

**Section 10.2 Complaints of Unethical Conduct.** All complaints of unethical conduct shall be directed to the Arizona Association of REALTORS® for appropriate action in accordance with the Professional Standards Procedures established in the Association's Bylaws. (Amended 05/08)

## **ARTICLE XI CONFIDENTIALITY OF MLS INFORMATION**

**Section 11.1 Confidentiality of MLS Information.** Any information provided by the MLS to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of the Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

**Section 11.2 MLS Not Responsible for Accuracy of Information.** The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

**Section 11.3 Access to Comparable and Statistical Information.** Association Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with Association members who are also engaged in the real estate business and may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

**Section 11.4 MLS User Access Credentials.** The use of WMAR<sup>®</sup> MLS User Access Credentials (logins and passwords) by any person other than the registered authorized User on file with the WMAR<sup>®</sup> MLS is expressly prohibited. Violations of this section shall result in a fine to the registered MLS User per the current Rate and Fee Schedule.

## **ARTICLE XII OWNERSHIP OF MLS COMILATIONS AND COPYRIGHTS**

**Section 12.1 Statistical Reports.** By the act of submission of any property listing content to the MLS, the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrights MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other details or information related to listed property. (Amended 04/07)

**Section 12.2 Ownership of MLS Compilations.** All right, title and interest in each copy of every MLS Compilation created and copyrighted by the WMAR and in the copyrights therein, shall at all times remain vested in the WMAR. By the act of submitting any property listing content to the MLS, the participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. (Amended 04/07)

**Section 12.3 Lease of MLS Compilations.** Each Participant shall be entitled to lease from the

WMAR a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant, with one copy of such Compilation. The Participant shall pay, for each such copy, the rental fee set by the Association.

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

The term “MLS Compilation,” as used in Article XII and XIII herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to, bound book, loose-leaf binder, computer data base, card file, or any other format whatsoever.

### **ARTICLE XIII USE OF COPYRIGHT MLS COMPILATIONS**

**Section 13.1 Distribution.** Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Association of REALTORS®, and shall not distribute any such copies to persons other than persons who are affiliated with such Participant as licensees or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey “Participation”, or “Membership” or any right of access to information developed by or published by an Association Multiple Listing Service where access to such information is prohibited by law.

**Section 13.2 Display.** Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS Compilation.

**Section 13.3 Reproduction.** Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers, a reasonable\* number of single copies of property listing data contained in the MLS Compilation which relate to any properties in which 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, re-transmitted or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables", or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to Participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. 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 07/16)

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

#### **ARTICLE XIV USE OF MLS INFORMATION**

**Section 14.1 Limitations on use of MLS Information.** Use of information from MLS compilation of current listing information, from the Association's statistical report, or from any sold or comparable report of the Association or MLS for public mass-media advertising by an MLS Participant or in other public representations may not be prohibited.

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

Based on information from the Association of REALTORS® (alternatively, from the WMAR MLS) for the period \_\_\_\_\_ through \_\_\_\_\_.)

#### **ARTICLE XV CHANGES IN RULES AND REGULATIONS**

**Section 15.1 Changes in Rules and Regulations.** Amendments to the Rules of the Service shall be by



a vote of the Members of the MLS Committee, subject to approval by the Board of Directors of the Association of REALTORS®

## **ARTICLE XVI KEYSAFE SYSTEM**

Section XVI replaced in its entirety by the following (May 2016):

### **XVI. KEYSAFE SYSTEM**

**Section 16.0 Authority.** The Multiple Listing Service of the Association shall maintain for the use of its Members a common, MLS-approved Keysafe system which shall be operated and/or endorsed by the White Mountain Association of REALTORS® (WMAR®). All MLS-approved keysafes and devices shall ensure cooperating participants and subscribers have timely access to listed properties, and are subject to the Bylaws of the White Mountain Association of REALTORS® (WMAR®) and such Rules and Regulations, as may be hereinafter adopted. Use of the MLS-approved keysafes shall be governed by the following:

- (a) WMAR® requires placement of an MLS-approved keysafe 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.
- (b) WMAR® MLS-approved keysafes and devices must receive MLS approval in advance of placement or use on listed properties.
- (c) WMAR® shall maintain “Minimum Security Measures” for keysafe systems as specified by the National Association of REALTORS®.
- (d) WMAR® may revoke the approval of any MLS-approved keysafe or device, and/or subject the Participant to discipline if the keysafe or device is used in a manner that fails to continue to satisfy these requirements.
- (e) Fines, per the Rate & Fee Schedule, per listing, will be assessed for violation of Keysafe System rules. Each Firm/Brokerage will be granted one warning before fine(s) are assessed for subsequent violations.

No one shall be required to obtain a keysafe from the Association except on a voluntary basis (except as noted in Section 15.0 (a) above).

The WMAR® Keysafe System is an activity of an association-owned and operated Multiple Listing Service, which means that 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 Programmer Key subject to their execution of a lease agreement with WMAR® or the approved Keysafe Provider (KP).

### **Section 16.1 Distribution of Keysafes.**

All Keysafes shall remain the property of WMAR® subject to any contracts/leases with the Keysafe Provider (KP). Keysafes shall be distributed based on criteria established by the WMAR® MLS Committee with oversight from the WMAR Board of Directors.

- (a) Primary Members: Keysafes shall be issued to the Designated Broker (DB) of each firm/brokerage. The DB shall be solely responsible for the management, control, and security of all keysafes issued to him/her. Lost, damaged, or stolen keysafes will be the responsibility of the DB and the actual cost of the keysafe shall be charged to the DB for replacement into the WMAR® inventory of keysafes. All keysafes shall be assigned (now and for the duration of the current contract/lease with the KP) at no cost or fee to the DB.

- (b) Secondary Members: Keysafes shall be issued to Secondary Member DB's in the same manner as outlined in 15.1(a). However, each keysafe assigned to a Secondary DB after April 19, 2016 shall require a \$120 deposit upon delivery of the keysafe. Said deposit will be fully refundable upon the return of the keysafe to WMAR®.
- (c) Distribution of Keysafes to Designated Brokers: The DB may authorize any Associate Broker or sales licensee under their Brokerage to obtain keysafes from WMAR® with written and signed consent from the DB (via letter or fax only).

**Section 16.2 Keysafe Inventory Control.** (Amended January 2017)The WMAR Lockbox Committee, shall review the status of outstanding keysafes, January, April and October or as necessary, to determine if there is an imbalance between keysafes held by a Brokerage and that Brokerage's actual needs for keysafes at that point in time. If it is determined that a Brokerage has keysafes issued to it that exceeds their current needs, they will be required to return to WMAR® a number of keysafes as determined by the WMAR Lockbox Committee. Designated Brokers will be notified via email. The Brokerage, upon receipt of notice to return keysafes, shall have 10 business days to return the requested keysafes or be subject to fines as set forth in the Rate & Fee Schedule.

**Section 16.3 Programmer Devices and Keysafes.** The "Programmer Device" or "Key" is defined as "a device providing access to the keysafe system and shall be of a kind that cannot be duplicated except by the manufacturer." Additionally, "the programmer device shall be designed so that each device requires an individual code to be entered into the keysafe before gaining access to the keysafe and said programmer device shall be ineffective without its individual code."

The Supra Keysafe and Programmer Key System shall be the keysafe system authorized for use by members of the White Mountain Association® of REALTORS®. WMAR® has no responsibility or liability if its member uses an unauthorized keysafe system.

All programmer devices shall be obtained by contract/lease with Supra. The current fees and leases shall apply. WMAR® will act only as a facilitator to the lease or purchase programmer devices from Supra.

**Section 16.4 Responsibilities.** Use of the programmer device by the MLS Participant and his/her associates shall be for the express purpose of previewing or showing property in accordance with Section 2 of these Rules and Regulations. Any time a fine is issued to a keyholder (device holder) for any reason, the MLS Member shall be notified in writing immediately. If the keyholder has not paid the fine within ten (10) days of notice, the programmer device shall be deactivated until the fine is paid in full.

- (a) The MLS Member authorized to have a programmer device to the common keysafe system shall sign a written agreement between Supra and the keyholder stipulating the responsibilities and liabilities of the parties to the agreement. Any breach of this agreement shall be considered a violation of these rules and regulations.
- (b) Upon severance from the Association of a MLS Participant, the MLS Participant shall immediately notify the Association in writing.
- (c) Upon receipt of the severance notice from the MLS Participant, keyholder shall, within two (2) business days, do one of the following: 1) re-affiliate with another MLS Participant, at which time the hiring MLS Participant and the keyholder must sign an Association Change Order, or 2) the device will be inactivated.

**Section 16.5 Use of Keysafes.** The use of WMAR® issued keysafes shall follow each of the following policies and procedures. Failure to abide by these policies and procedures will result in fines as stated in the Rate and Fee Schedule:

- a) Written authorization shall be obtained by the Listing Agent/Broker from the property owner for the placement of a keysafe on the listed property.

- b) Unless permission to show without appointment is reflected in the “Agent Remarks” of the MLS Plano, no property which utilizes a keysafe system will be shown or previewed without prior notification to the Listing Agent/Broker. An appointment must be confirmed before entering the property.
- c) Showing appointments or CBS codes must be confirmed before entering a property. If member reaches out to listing agent and is unable to obtain CBS code or showing appointment after 3 attempts made over a 24-hour period, member will then reach out to listing broker. If listing broker cannot be reached after 3 attempts over a 24 hour period to obtain CBS code or showing appointment, member may proceed in contacting the Seller directly for entry. Listing Broker subject to fines set forth in the Rat & Fee Schedule.
- d) If the user of a programmer device opens a keysafe and there is no key found, the user must notify the Listing Agent/Broker immediately.
- e) If a user of a programmer device takes the key(s) from the keysafe and does not return said keys to the keysafe, the user will be responsible for calling all of the Listing Agents/Brokers of each property shown or checking each keysafe of each property shown until the proper keysafe is located. The user is responsible for returning the property key to the proper keysafe. Failure to return a property key to the keysafe will result in a fine per the Rate and Fee Schedule.
- f) The MLS member shall remove the keysafe from expired, withdrawn, and sold (closed escrow) listings in a timely manner, not to exceed 48 hours (except holidays and weekends) from date of expiration, withdrawal or close of escrow. Failure to remove keysafe in a timely manner will result in a fine as stated in the Rate and Fee Schedule.

**Section 16.6 Sharing of Programmer Keys/Devices or Codes.** The use of a programmer device by any person other than the registered keyholder is expressly prohibited. However, at the Designated Brokers discretion, Broker may elect to allow an agent under his/her licensure to “borrow” another’s device for a period of no more than 48 hours in an emergency situation only. Designated Broker will be held responsible for any and all situations which may arise from the aforementioned “loan”. The Designated Broker must notify the WMAR® office in writing within 48 hours of aforementioned “loan”. Violations of this section shall result in a fine to the registered keyholder per the Rate and Fee Schedule, level two fine (currently \$500).

**Section 16.7 Keysafe Reading Policy.** Keysafe entry may be read on the Supra website by holder of keysafe. In case of missing keys or breach of security, WMAR® shall access appropriate keysafe records for the purpose of assessing penalties and fines if warranted.

**Section 16.8. Supra Fees and Charges.** Supra fees and charges shall be determined by referring to the Supra contract between Supra and WMAR®. Additional service fees shall be determined by the MLS Committee with the approval of the Board of Directors.

**Section 16.9 Records of Keyholders.** The Association/MLS shall maintain accurate, current records as to all programmer devices issued, and keysafes distributed, to any authorized person.

## **ARTICLE XVII**

### **IDX - INTERNET DATA EXCHANGE**

**Section 17.1 IDX Defined.** IDX affords MLS Participants the ability to authorize limited electronic display of their listings by other participants. (Amended 05/12)

**Section 17.2 Authorization.** MLS Participant’s consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless an MLS Participant affirmatively notifies the

MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If an MLS Participant refuses on a blanket basis to permit the display of that Participant's listings, that MLS Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. (Amended 05/12)

**Section 17.3 Participation.** Participation in IDX is available to all active WMAR MLS Participants who are REALTORS<sup>®</sup> who are engaged in real estate brokerage and who consent to display of their listings by other Participants. (Amended 06/13)

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

**17.3.2** MLS Participants may not use IDX provided listings for any purpose other than display as provided for in these rules. This does not require participants to present indexing of IDX listings by recognized search engines. (Amended 06/13)

**17.3.3** Listings, including property addresses, can be included in IDX display except where a seller has directed their listing Brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly accessible websites or VOWs). (Amended 06/13)

**17.3.4** Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominium, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant. (Amended 06/13)

**17.3.5** Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. (Amended 07/16)

**17.3.6** Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 06/13)

**17.3.7** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 06/13)

**17.3.8** Any IDX display controlled by a Participant or Subscriber that

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

in immediate conjunction with the listing.

Either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by the participants. Except for the forgoing and subject to Section 17.3.9, a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 06/13)

**17.3.9** Participants shall maintain a means (e.g., email address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 06/13)

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

**17.3.11** Participants shall not modify or manipulate information relating to other Participants' listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 07/16)

**Section 17.4 Access.** The Association offers three methods for IDX Participants and Third-Party Licensees to access the IDX Database. Access to the Feeds requires the completion and submission of the "*White Mountain Association of Realtors Participant Data Access Agreement*" or "*Standard Third-Party Access Agreement*." Fees for these Access types are charged per the current Rate & Fee Schedule. (Amended 02/12)

**17.4.1 Smartframing Access.** The Subscriber's website must provide for the branding or identity of the IDX Participant and the WMAR MLS Logo, most prominently where any IDX information or listing data is displayed. (Amended 02/12)

**17.4.2** A File Transfer Protocol (FTP) site has been established where the IDX Database can be retrieved. The Subscriber's website must provide for the branding or identity of the IDX Participant and the WMAR MLS Logo, most prominently where any IDX information or listing

data are displayed. (Amended 02/12)

**17.4.3 RETS (Real Estate Transaction Standard).** Access of the Association's MLS Database is the third method of accessing the IDX Database. The Participant's website must provide for the branding or identity of the Participant and the WMAR MLS Logo, most prominently where any IDX information or listing data are displayed. (Amended 02/12)

**17.4.4** Any IDX Participant intending to use any other method for downloading or updating the IDX Database must obtain prior written approval of its proposed method from the Association. Approval will not be denied unless the Association, in its sole discretion, determines that the proposed method will result or is likely to result in violations of any Association Bylaws, Policy Statements or Rules & Regulations of the MLS, including these IDX Policies and Rules, or will have an adverse effect on the performance of the MLS system. Further, the use of any other method will require payment for any costs incurred by the Association to provide the access method, including but not limited to reasonable fees for staff time. (Amended 02/12)

**Section 17.5 Display.** Display of listing information pursuant to IDX is subject to the following rules.

**17.5.1** (Amended 06/14) Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

To be displayed, an MLS Listing listed by a Participant must meet the following criteria:

- a. The Listing status is Active, Pending - Taking Backups, or Active With Contingencies.
- b. The property is listed by a WMAR MLS Participant.
- c. The IDX data field is not equal to "N" (No).

**17.5.2** The type of listing agreement (e.g., exclusive right to sell, exclusive agency etc.) may not be displayed. (Adopted 06/13)

**17.5.3** Deleted May 2015.

**17.5.4** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Display of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 06/13)

**17.5.5** All listings displayed pursuant to IDX shall identify the listing agent. (Amended 06/13)

**17.5.6** Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/ or regulation. (Amended 06/13)

**17.5.7** All listings displayed pursuant to IDX shall show the MLS as the source of the

information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 06/13)

**17.5.8** Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/ or the MLS from liability. Display of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 06/13)

**17.5.9** The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. (Amended 06/13)

**17.5.10** The right to display other Participants’ listings pursuant to IDX shall be limited to a participant’s office(s) holding participatory rights in this MLS.

**17.5.11** Listings obtained through IDX feeds from REALTOR<sup>®</sup> Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Display of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 07/16)

Note: An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 07/16)

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

\*Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. (Adopted 07/16)

**17.5.13** Display of seller’s(s’) and/ or occupant’s(s’) name(s), phone number(s), and e-mail address(es) is prohibited. (Amended 06/13)

**17.5.14** Participants are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than

those employed by the MLS. (Amended 06/13)

**17.5.15** Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (Amended 06/13)

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

**17.5.16** IDX Participant shall be responsible for ensuring his/her consent, control and supervision for any and all Subscribers in its affiliation who display IDX data on their Websites or any other IDX display, including but not limited to compliance with all MLS Rules and Policies, as may be amended from time to time, and the requirements of state law and/or regulation. (Amended 02/12)

**17.5.17** All listings displayed pursuant to IDX shall show the Association and MLS as the source of the information. The following copyright statement must appear on each screen and on each printed report that displays any IDX listings "Copyright 9999 White Mountain Association of REALTORS® All rights reserved." Where 9999 always equals the current year.

**17.5.19** (Removed 06/14)

**17.5.20** The disclaimer "All information is deemed reliable but not guaranteed accurate by the White Mountain Association of REALTORS®" shall appear on all Participants' websites and in any other IDX display, including on any printed reports that utilize the MLS database as the retrieval source. (Amended 02/12)

**17.5.21** The approved WMAR MLS logo, which is meant to identify shared listings, shall appear on the first screen where any IDX information is displayed, together with a disclosure of "The data relating to real estate for sale on this Website comes in part from the Internet Data Exchange program of the White Mountain Association of REALTORS®. Real estate listings held by any other brokerage firm include the name of that firm."

Further, the approved WMAR MLS logo shall appear on the screen and on any printed report for each property where property information is presented in a limited view format, being six or fewer fields. This icon will be made available for download from the Association's Website. (Amended 02/12)

**17.5.22** Non-principals may display data subject to their Participant's consent and control and the requirements of state law and/or regulation, as long as the affiliated MLS Participant has dually completed and/or added them to their "***White Mountain Association of REALTORS® Participant Data Access Agreement***" submitted and on file with the Association/MLS office. (Amended 05/12)



**Section 17.6 Service Fees And Charges.** Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

**17.6.1** Service fees and charges assessed per real estate brokerage for the IDX Program shall be the sole responsibility of the IDX Participant.

**17.6.2** IDX Participants, Subscribers and Third-Party Licensees are responsible for any and all costs incurred in connection with the development, operation and/or support of their Websites and externally provided services. (Amended 02/12)

**17.6.3** The Association reserves the right at any time to charge a fee for the retrieval of the IDX Database using the Smart Framing, FTP, or RETS access method in order to recover its costs to provide these services, to be charged per the current Rate & Fee Schedule. (Amended 02/12)

**Section 17.7 Compliance.** An IDX Participant must make changes to a Website necessary to cure any violation of the Association's MLS Rules within three (3) business days of receipt of notice from the Association of such violation.

**Section 17.8 Noncompliance.** Failure to comply with the MLS Policy and Rules governing the operation of the IDX Program may result in a fine and/or suspension from the IDX Program as determined by the Association's Board of Directors.

**ARTICLE XVIII**  
**VIRTUAL OFFICE WEBSITE (VOW)**  
**(Adopted 02/09)**

**Section 18.1 VOW Defined.**

- a. A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.
- b. As used in Section 16 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.
- c. "Affiliated VOW Partner" ("AVP") refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No

AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

- d. As used in Section 16 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

### **Section 18.3 Authorization.**

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

### **Section 18.4 Access.**

- a. Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
  - i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency and other disclosure obligations, and execution of any required agreements.
  - ii. The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send a email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use described in subsection (d) below. The Participant must verify that the email address provided by the Registrant has agreed to the Terms of Use.
  - iii. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

- b. The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expirations of the validity of the Registrant's password.
- c. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:
  - i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
  - ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
  - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
  - iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with Registrant's consideration of the purchase or sale of an individual property;
  - v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.
- e. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. The terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as many be agreed to between the Participant and the Registrant.

**Section 18.5 Disclosure.** A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g. live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with Participant, must be

willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by the Participant and displayed on the VOW.

**Section 18.6 Unauthorized Used of MLS Information.** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

**Section 18.7 Opted-Out Listings.**

- a. A Participant's VOW shall not display listings or property address of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a Seller Opt-Out Form.
- c. The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

**Section 18.8 VOW Comments.**

- a. Subject to subsection (b), a Participant's VOW may allow third-parties:
  - i. To write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or;
  - ii. Display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b. Notwithstanding the foregoing, at the request of a seller the participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 18.9, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 18.9 Contact Information.** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false

information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 18.10 Refresh Rate.** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 18.11 Data Distribution.** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS<sup>®</sup> VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 18.12 Privacy Policy.** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 18.13 Listing Display Exclusions.** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR<sup>®</sup>.

**Section 18.14 VOW Establishment Compliance Procedure.** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**Section 18.15 AVPs.** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**ARTICLE XIX**  
**ORIENTATION**  
**(Deleted February 2017)**