

# MIBOR REALTOR® ASSOCIATION

## Broker Listing Cooperative® Listing Service

### RULES AND REGULATIONS

March 22, 2019

#### Purpose

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

#### Listing Procedures

**Section 1 - Listing Procedures:** Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, located within the State of Indiana and taken by Participants, shall be entered into the Broker Listing Cooperative® listing service within two (2) full business days of the listing date:

##### RESIDENTIAL

1. Single family houses,
2. Condominium,
3. Multi-Family 2-9 Units,
4. Vacant lots and land,
5. Farms and Agricultural.
6. Residential Rentals

##### COMMERCIAL

1. Industrial Buildings
2. Office Buildings
3. Retail
4. Multi Family
5. Commercial Land

A listing must be available for showing within 7 days of the listing date to remain in the active status. A Listing that is active, but not available for showing shall be specified and noticed to the Participants. When not immediately available, an “Available for Showing” condition of “No” shall be included in the information published in the Broker Listing Cooperative® listing service compilation of listings with a specified showing date.

Failure to enter a listing within the required time frame or failing to move the listing out of the active status within 7 days of the listing date, if the listing is not available to be shown, will result in an automatic fine of \$100 to the listing service participant.

**Note:** Indiana License law requires a real estate brokerage to establish a written contractual relationship to advertise a property; this would include the placement of a sign, promotional advertising or entry into the service. Placement of a sign or promotion of a listing in any way prior to the written contractual relationship to advertise a property is a violation of Indiana Real Estate License Law.

Listings in the Broker Listing Cooperative® listing service that are not available for showing, will be noted as “Public Internet No” in the compilation of listings.

See Section 1.3 regarding Exempt Listing Disclosure Certification form if the seller refuses to permit the listing to be disseminated by the service.

Personal property such as mobile homes without land may **not** be reported to the Broker Listing Cooperative® listing service.

In addition, non-listed property in which the Broker Listing Cooperative® listing service Participant was the selling broker may be entered into the Broker Listing Cooperative® listing service after closing. Upon entry by the selling broker and notification to the Broker Listing Cooperative® listing service office, the Broker Listing Cooperative® listing service office will update the Listing office.

Listings submitted to the Broker Listing Cooperative® listing service for Broker Listing Cooperative Listing Service staff data entry must be submitted on current "profile sheets" approved by the Broker Listing Cooperative® listing service Technology and Operations Committee. Listings will be entered at a cost established by the Broker Listing Cooperative® listing service Technology and Operations Committee.

All Listings must include the date of the listing and the date of expiration exactly as shown on the listing contract. The first day of a listing is the date the listing contract becomes effective (regardless of the hour of the day), and the listing expires at midnight of the last day of the listing period agreed upon by the Participant and the seller.

**Note 1:** The Broker Listing Cooperative® listing service shall not require a Participant to list properties on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service. However, the Broker Listing Cooperative® listing service, through its legal counsel:

1. The Broker Listing Cooperative® listing service may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants
2. The Broker Listing Cooperative® listing service assures that no listing filed with the Broker Listing Cooperative® listing service establishes, directly or indirectly, any contractual relationship between the Broker Listing Cooperative® listing service and the client (buyer or seller)

The Broker Listing Cooperative® listing service shall accept exclusive right to sell listings and exclusive agency listings.

The listing agreement must include the seller's written authorization to submit the agreement to the Broker Listing Cooperative® listing service.

The Service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted 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, designated with the listing type of ER, is the conventional form of listing submitted to the Broker Listing Cooperative® listing service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing, designated with the listing type of EA, 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 right to sell listings with named prospects exempted are designated with the listing type of Exclusive Right to Sell – Exclusion.

**Note 2:** The Broker Listing Cooperative® listing service accepts exclusively listed property that is subject to auction, however, any listing submitted is entered into within the scope of the Participant's licensure.

**Section 1.1 - Listings Subject to Rules and Regulations of the Service:** Any listing taken on a contract to be filed with the Broker Listing Cooperative® listing service is subject to the rules and regulations of the Service upon signature of the seller(s).

**Section 1.2 - Detail on Listings Filed with the Service:** A listing agreement or property data form, when filed with the Broker Listing Cooperative® listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

**Section 1.3 – Exempted Listings:** If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing ("office exclusive") and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing shall be accompanied by a copy of the Exempt Listing Disclosure Certification form signed by the agent, managing broker and seller within two (2) full business days of the listing date. Failure to file the Exempt Listing Disclosure Certification form within the required time frame will result in an automatic fine of \$500.00 to the listing service Participant.

**Section 1.4 - Change of Status of Listing:** Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within two (2) full business days after the authorized change is received by the listing broker.

**Section 1.5 - Withdrawal of Listing Prior to Expiration:** Listings of property may be withdrawn from the Broker Listing Cooperative® listing service by the listing broker before the expiration date of the listing agreement, provided there is a written agreement between the seller and the listing broker which authorizes the withdrawal.

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

**Section 1.6 - Contingencies Applicable to Listings:** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants. A listing with the Status Condition of First Right of Refusal may remain in the Active status only when the "First Right of Refusal" Status Condition is set. Listings that are accepting back up offers or are pending contracts, financing, inspections and other conditions may not remain in the Active Status.

**Section 1.7 - Listing Price Specified:** The full gross listing price stated in the listing contract will be included in the information published in the Broker Listing Cooperative® listing service compilation of current listings, unless the property is subject to auction.

**Section 1.8 - Listing Multiple Unit Properties:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the Broker Listing Cooperative® listing service.

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

**Section 1.10 - Expiration, Extension, and Renewal of Listings:** Any listing filed with the Broker Listing Cooperative® listing service automatically expires on the dates specified in the agreement, unless renewed by the listing broker and notice of renewal or extension is filed with the Service prior to expiration.

If notice of renewal or extension is dated more than 60 days after the expiration date of the original listing, then a new listing must be secured for the listing to be filed with the Service. It may then be published as a new listing. Any extension or renewal of a listing must be signed by the seller(s) and be filed with the Service.

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

**Section 1.12 – Service Area:** Only listings of the designated types of property located within the service area of the Broker Listing Cooperative® listing service are required to be submitted to the Service. Listings of property located outside the Broker Listing Cooperative® listing service's service area will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service without the Participants authorization.

**Section 1.13 - Listings of Suspended Participants:** When a Participant of the Service is suspended from the Broker Listing Cooperative® listing service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, Broker Listing Cooperative® listing service Bylaws, Broker Listing Cooperative® listing service Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the Broker Listing Cooperative® listing service by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the Broker Listing Cooperative® listing service beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board or Broker Listing Cooperative® listing service (or both) for failure to pay appropriate dues, fees, or charges, a Board Broker Listing Cooperative® listing service is not obligated to provide Broker Listing Cooperative® listing service services, including continued inclusion of the suspended Participant's listings in the Broker Listing Cooperative® listing service compilation of current listing information. Prior to any removal of a suspended Participant's listings from the Broker Listing Cooperative® listing service, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

**Section 1.14 - Listings of Expelled Participants:** When a Participant of the Service is expelled from the Broker Listing Cooperative® listing service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, Broker Listing Cooperative® listing service Bylaws, Broker Listing Cooperative® listing service Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the Broker Listing Cooperative® listing service 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 Broker Listing Cooperative® listing service beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board or Broker Listing Cooperative® listing service (or both) for failure to pay appropriate dues, fees, or charges, a Board Broker Listing Cooperative® listing service is not obligated to provide Broker Listing Cooperative® listing service services, including continued inclusion of the expelled Participant's listings in the Broker Listing Cooperative® listing service compilation of current listing information. Prior to any removal of an expelled Participant's listings from the Broker Listing Cooperative® listing service, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

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

**Section 1.15.1 - Listings of Deceased Participants:** Upon the death of a Managing Broker, a Branch Managing Broker or Associate Broker in the office may continue to carry on business for the Branch Managing Broker or Associate Broker's listings that were contracted for before the death of the Managing broker for a period of ninety (90) days in accordance with I.C. 25-34-.1-4-6 and its requirements. No new listings may be entered into the Broker Listing Cooperative® listing service under the deceased Managing Broker's licensure during this ninety-day period. At the end of the ninety-day period, any remaining listings will be considered to have expired and the Broker Listing Cooperative® listing service will reflect the change of status.

**Section 1.16 – Missing or incorrect data:** Missing, incorrect data or policy violations: (i.e., Broker Listing Cooperative® listing service Room Sizes, tax id/parcel etc., also Pending and Sold Status including Who Sold, any required field, etc. or statements in property description or remarks that are contrary to established policy) must be corrected within two (2) full business days upon notification by the Broker Listing Cooperative® listing service staff. If not corrected a fine of \$100.00 per notification shall be imposed to the Participant for all incorrect data items. Such charges will be billed monthly.

**Section 1.17 – Deletion and Modification of Listings:** No listing or its history file may be deleted from the Broker Listing Cooperative® listing service System. No modifications to sold listings, other than typographical errors, may be made to sold listings.

**Section 1.18 – Reporting Square Footage:** In reporting closed transactions, listing broker may enter square footage, if available. The total square footage would include above grade finished square footage.

**Section 1.19 Contact Information:** Contact information may only appear in the Agent Remarks and Office Information Section of the listing profile sheet.

## **Selling Procedures**

**Section 2 –Showings and Negotiations:** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the listing service shall be conducted through the listing broker, except under the following circumstances:

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

*(Amended 4/92)*

**Section 2.1 - Presentation of Offers:** The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. (Amended 4/92)

**Section 2.2 - Submission of Written Offers and Counter-offers:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer. (Amended 06/2015)

**Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. (Amended 07/2011)**

**Section 2.3 - 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 discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Amended 11/18)

**Section 2.4 - Right of Listing Broker in Presentation of Counter-Offer:** The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

**Section 2.5 - Reporting Sales to the Service:** Status changes, including final closing of sales and sales prices, shall be reported to the listing service by the listing broker within two (2) full business days after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within two (2) full business days after occurrence and the listing broker shall report them to the listing service within two (2) full business days after receiving notice from the cooperating broker. (Amended 06/2015)

**Note 1:** The listing agreement of a property filed with the listing service by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the listing service; to provide timely notice of status changes of the listing to the listing service; and to provide sales information including selling price to the listing service upon sale of the property.

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

**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.

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 listing service:

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 listing service 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 listing service 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.

**Section 2.5.1 – Reporting of Sales Price:** Entry of the Total Sales Price amount, as disclosed on the Sales Disclosure Form (Ind. State Form 46021), is required for the reporting of all sales to the Broker Listing Cooperative® listing service by the listing broker.

**Section 2.6 - Reporting Resolutions of Contingencies:** The listing broker shall report to the Broker Listing Cooperative® listing service within two (2) full business days that a contingency on file with the Broker Listing Cooperative® listing service has been fulfilled or renewed, or the agreement canceled.

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

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

## **Refusal to Sell**

**Section 3 - Refusal to Sell:** If the seller of any listed property filed with the Broker Listing Cooperative® listing service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact may be transmitted immediately to the Service by selecting the “refusal to sell feature”.

## **Prohibitions**

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

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

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

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

**Section 4.4 – Use of Broker Listing Cooperative® listing service Trademark** - No Broker Listing Cooperative® listing service Participant, Subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is a Broker Listing Cooperative® listing service, or that they operate a Broker Listing Cooperative® listing service. Participants, Subscribers and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to the Broker Listing Cooperative® listing service databases, or that consumers or others are able to search the Broker Listing Cooperative® listing service databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under the Broker Listing Cooperative® listing service rules to provide to clients or customers is available on their websites or otherwise.

## **Division of Commissions**

**Section 5 - Compensation Specified on Each Listing:** The listing broker shall specify, on each listing filed with the Broker Listing Cooperative® listing service, the compensation offered to other Broker Listing Cooperative® listing service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. 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 Broker Listing Cooperative® listing service would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

**Note 1:** In filing a property with the Broker Listing Cooperative® listing service of a Board of Realtors, the Participant of the Service is making blanket unilateral offers of compensation to the other Broker Listing Cooperative® listing service Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other Broker Listing Cooperative® listing service Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.\*

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as 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 Broker Listing Cooperative® listing service Participant compensation other than the compensation indicated on any listing published by the Broker Listing Cooperative® listing service, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any

superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 02/11)

\*The compensation specified on listings filed with the Broker Listing Cooperative® listing service shall appear in one of two forms. The essential and appropriate requirement by an association Broker Listing Cooperative® listing service 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 Broker Listing Cooperative® listing service 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 (Amended 02/11)

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

**Note 3: The Broker Listing Cooperative® listing service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the association listing service shall not publish the total negotiated commission on a listing which has been submitted to the Broker Listing Cooperative® listing service by a Participant. The Broker Listing Cooperative® listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.**

**Section 5.0.1 Disclosing Potential Short Sales:** 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 all deficiencies) when reasonably known to the listing Participants. (Amended 02/11)

**Section 5.1 - Participant as Principal:** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the Broker Listing Cooperative® listing service, that person shall disclose that interest when the listing is filed with the Broker Listing Cooperative® listing service and such information shall be disseminated to all Broker Listing Cooperative® listing service Participants.

**Section 5.2 – Participant as Purchaser:** If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

**Section 5.3 - Dual or Variable Rate Commission Arrangements:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/ leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by entering the letter “Y” in the Variable Rate field. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

## **Service Charges**

**Section 6 - Service Fees and Charges:** The cost of Broker Listing Cooperative® listing service shall be determined by staff in conjunction with the Finance Committee and the MSC Board of Directors from time to time and approved by the MIBOR Board of Directors.



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

**Initial Participation Fee:** An applicant for participation in the service shall pay an application fee as set by the Finance Committee and MSC Board of Directors and approved by the MIBOR Board of Directors with such fee to accompany the application. Note: The initial participation fee shall approximate the cost of bringing the service to the Participant.

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

However, Broker Listing Cooperative® listing service must provide Participants the option of a no-cost waiver of Broker Listing Cooperative® listing service fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different Broker Listing Cooperative® listing service where the principal broker participates. Broker Listing Cooperative® listing service may, at their discretion, require that Participants sign a certification for nonuse of its Broker Listing Cooperative® listing services by their licensees, which can include penalties and termination of the waiver if violated. \* (Adopted 11/17, Amended 8/18)

**Section 6.1 – Payments and Late Charges:** Payments must be in the Association office on or before the due date of the invoice to meet the time requirement. Broker Listing Cooperative® listing service accounts not paid by the due date of the invoice will be considered delinquent and assessed a 1.5% late charge on outstanding balance.

## Compliance with Rules

**Section 7 - Compliance with Rules – Authority to Impose Discipline:** By becoming and remaining a Participant or Subscriber in this Broker Listing Cooperative® listing service, each Participant and Subscriber agrees to be subject to the rules and regulations and any other Broker Listing Cooperative® listing service governance provision. The Broker Listing Cooperative® listing service may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other Broker Listing Cooperative® listing service 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 Broker Listing Cooperative® listing service 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 Broker Listing Cooperative® listing service rights, privileges and services for not less than thirty (30) days nor more than one (1) year
- f. termination of Broker Listing Cooperative® listing service rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Revised 11/14)

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 Broker Listing Cooperative® listing service rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the -probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14)

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

- (a) For failure to pay any service charge or fee due to MIBOR within ten (10) days of the date due, and provided that at least five (5) days' notice has been given, the Service shall be suspended until service charges and fees are paid in full. A \$25.00 reinstatement fee may be assessed for reactivation of suspended services.
- (b) For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

## Meetings

**Section 8 - Meetings of Broker Listing Cooperative® listing service Committees:** The Broker Listing Cooperative® listing service Committees shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

**Section 8.1 - Meetings of Broker Listing Cooperative® listing service Participants:** The MIBOR Board of Directors may call meetings of the Participants in the Service to be known as meetings of the Broker Listing Cooperative® listing service.

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

## Enforcement of Rules or Disputes

**Section 9 - Consideration of Alleged Violations:** Consideration shall be given to all written complaints from Participants having to do with violations of the rules and regulations.

The committee shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Directors. (Amended 5/18)

**Section 9.1—Violations of Rules and Regulations:** If the alleged offense is a violation of the rules and regulations or policy 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 Broker Listing Cooperative® listing service Administrative Waiver Panel, and if a violation is determined, the panel may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Broker Listing Cooperative® listing service Appeals Hearing Panel in accordance with the bylaws and rules and regulations of the Broker Listing Cooperative® listing service within twenty (20) days following receipt of the panel's decision.

If, after an administrative review, the violation is considered by the Broker Listing Cooperative® listing service Appeals Hearing Panel per an established procedure to conduct hearings, the decision of the Appeals Hearing Panel may only be appealed based on a lack of due process, 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 association's grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®.

**Section 9.2—Complaints of Unethical Conduct:** All other complaints of unethical conduct shall be referred to the Professional Standards Administrator for appropriate action in accordance with the professional standards procedures established in the Association's bylaws.

**Section 9.3—Complaints of Unauthorized Use of Listing Content:** Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the Broker Listing Cooperative® listing service. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the Broker Listing Cooperative® listing service not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display

of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the Broker Listing Cooperative® listing service rules.

Upon receiving a notice, the Board of Directors will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the Board of Directors that the use is authorized. Any proof submitted will be considered by the Board of Directors, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days. If the Board of Directors determines that the use of the content was unauthorized, the Board of Directors may issue a sanction pursuant to Section 7 of the Broker Listing Cooperative® listing service rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the Broker Listing Cooperative® listing service rules, that too will be considered at the time of establishing an appropriate sanction. If after ten (10) days following transmittal of the Board of Director's determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. (Adopted 5/18)

## **Confidentiality of Broker Listing Cooperative® listing service Information**

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

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

**Section 10.2 - Access to Comparable and Statistical Information:** 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 Broker Listing Cooperative® listing service, 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 Broker Listing Cooperative® listing service, including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of Board Members and individuals affiliated with Board Members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these rules and regulations.

## **Ownership of Broker Listing Cooperative® listing service Compilations\* and Copyrights**

**Section 11 -** By the act of submitting any property listing content to the Broker Listing Cooperative® listing service the Participant represents and warrants that he is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant the Broker Listing Cooperative® listing service license to include the property listing content in its copyrighted Broker Listing Cooperative® listing service 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 of information related to listed property. (Amended 5/18)

Each participant who submits listing content to the Broker Listing Cooperative® listing service agrees to defend and hold the Broker Listing Cooperative® listing service and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. (Adopted 5/18)

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

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

To qualify for this safe harbor, the OSP must:

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

Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more information see [17 U.S.C. §512](#).

**Section 11.1** - All right, title, and interest in each copy of every Broker Listing Cooperative® listing service compilation created and copyrighted by the MIBOR REALTOR® Association and in the copyrights therein, shall at all times remain vested in the MIBOR REALTOR® Association.

**Section 11.2** - Each Participant shall be entitled to lease from the MIBOR REALTOR® Association a number of copies of each Broker Listing Cooperative® listing service 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 Board. \*\* Participants shall acquire by such lease only the right to use the Broker Listing Cooperative® listing service compilations in accordance with these rules.

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

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

## Use of Copyrighted Broker Listing Cooperative® listing service Compilations

**Section 12 - Distribution:** Participants shall, at all times, maintain control over and responsibility for each copy of any Broker Listing Cooperative® listing service compilation leased to them by the Board of REALTORS®, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other Subscribers as authorized pursuant to the governing documents of the Broker Listing Cooperative®. Use of information developed by or published by a Board Broker Listing Cooperative® listing service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by a Board Broker Listing Cooperative® listing service where access to such information is prohibited by law.

**Section 12.1 - Display:** Participants and those persons affiliated as licensees with such Participants shall be permitted to display the Broker Listing Cooperative® listing service 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 Broker Listing Cooperative® listing service compilation.

**Section 12.2 - Reproduction:** Participants or their affiliated licensees shall not reproduce any Broker Listing Cooperative® listing service compilation or any portion thereof, except in the following limited circumstances.

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any Listing Service content in data feeds available to Participants for real estate brokerage purposes must also be available to Participants for valuation purposes, including automated valuations. The Listing Services must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. Listing Services may require execution of a third-party license agreement where deemed appropriate by the Listing Service. The Listing Service may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the Listing Service 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 06/15)*

\*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 Broker Listing Cooperative® listing service 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 properties which would be shown to the prospective purchaser.

## **Use of Broker Listing Cooperative® listing service Information**

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

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

Based on information from MIBOR REALTOR® Association for the period (date) through (date).

**Section 13.1 – Content:** A Participant shall not change the content of any Broker Listing Cooperative® listing service Listing Information that is distributed to prospective purchasers or buyers from the content as it is provided in the Broker Listing Cooperative® listing service. The Participant may, however, augment Broker Listing Cooperative® listing service Listing Information with additional information not otherwise prohibited by these rules or by other applicable Broker Listing Cooperative® listing service rules or policies as long as the source of such other information is clearly identified. (Adopted 2/09)

**Section 13.2 - Notice:** A Participant shall cause to be placed on listing information distributed to prospective purchasers or buyers a notice indicating that the Broker Listing Cooperative® listing service Listing information is deemed reliable but is not guaranteed accurate by the Broker Listing Cooperative® listing service and include the copyright statement “© (current year) MIBOR REALTOR® Association”. (Adopted 2/09)

**Section 13.3 – Identification:** A Participant shall cause any listing that is distributed to prospective purchasers or buyers to identify the name of the listing firm in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. (Adopted 2/09)

**Section 13.4 – Limits:** A Participant shall limit the number of listings distributed to prospective purchasers or buyers to not more than 500 current listings and not more than 100 sold, expired, withdrawn or pending (“under contract”) listings in response to any inquiry. (Adopted 2/09)

**Section 13.5 Changes in Rules and Regulations** - Amendments to the rules and regulations of the service shall be by consideration of the Broker Listing Cooperative Listing Service Policy Committee and approval of the MSC Board of Directors, subject to final approval by the board of directors of the MIBOR Realtor® Association (shareholder).

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

**Section 14 IDX Defined** - IDX affords Broker Listing Cooperative® listing service Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant’s control: websites, mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listing. Broker Listing Cooperative® listing service must enable Participants to display aggregated Broker Listing Cooperative® listing service listing information by specified electronic means in accordance with this policy. Requests for IDX feeds/downloads must be acted on by the Broker Listing Cooperative® listing service within (5) business days from receipt, barring extenuating circumstances related to individual’s qualification for Broker Listing Cooperative® listing service Participation, and review of the Participant’s and Vendor’s use of the IDX information consistent with the Broker Listing Cooperative® listing service rules, in which case and estimated time of approval and denial must be issued. (Amended 5/17)

Electronic display subject to these IDX Rules means displays on public websites and displays using applications for mobile devices that the Participant controls. In order to use Broker Listing Cooperative® listing service data a Participant must be actively engaged in listing properties for sale and/or assisting and negotiating on behalf of buyers or sellers in real estate transactions. (Amended 5/17).

**Section 14.1 Authorization** - Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the Broker Listing Cooperative® listing service that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated Broker Listing Cooperative® listing service data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. Any Participant may at any time, by written notice to Broker Listing Cooperative® listing service, request that no data from their listings be included data for IDX. Within ten (10) Business Days after receipt of such notice, Broker Listing Cooperative® listing service shall discontinue including any data from the Participant's listings in the data for IDX. (Amended 05/17)

**Section 14.2 Participation** - Participation in IDX is available to all Broker Listing Cooperative® listing service Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants. (Amended 11/09)

**Section 14.2.1** - Participants must notify the Broker Listing Cooperative® listing service of their intention to display IDX information and must give the listing service direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12)

**Section 14.2.2** - Broker Listing Cooperative® listing service Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12)

**Section 14.2.3** – Listings, including property addresses & description, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but no limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 11/17)

**Section 14.2.4** - Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), 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 through IDX must be independently made by each Participant. If the Participant chooses to limit the display of any listings based on objective criteria, the Participant's IDX site must include a disclosure to consumers that clearly states “Some IDX listings have been excluded from this website. (Amended 05/17)

**Section 14.2.5** - Participants must refresh all Broker Listing Cooperative® listing service downloads and refresh all Broker Listing Cooperative® listing service data displays automatically fed by those downloads not less frequently than every 12 hours to include new data and exclude data that has been removed. (Amended 6/15)

**Section 14.2.6** - 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 Broker Listing Cooperative® listing service database available to any person or entity. (Amended 05/12)

**Section 14.2.7** – Any IDX display must be under the actual and apparent control of a Participant. Actual control means the Participant has either built the website for their own use with internal resources or obtained technology for the website under an agreement with a Vendor that provides the Participant final control over the operations of the website. Additionally, “actual control” means the ability to add, delete, modify and update information as required by the IDX policy and listing service rules. Apparent control means that a reasonable consumer viewing the website would

conclude that it is under the control of the Participant. The following are currently conclusively deemed to be evidence of apparent control: that the Participant's branding is equal to or more prominent than that of any other entity, and that the domain name and branding on the website distinguish the Participant from non-participating firms, e.g., from other franchisees of the same franchise, if applicable. IDX display must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. *(Amended 05/12)*

**Section 14.2.8** - 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 listing service that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 14.2.9 a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. *(Adopted 05/12)*

**Section 14.2.9** - Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the Broker Listing Cooperative® listing service 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. *(Adopted 05/12)*

**Section 14.2.10** -A Broker Listing Cooperative listing service Participant or Subscriber may co-mingle the listings of other brokers received in an IDX feed with listings available from other Listing Service IDX feeds, provided all such displays are consistent with the IDX rules, and the Listing Service Participant or Subscriber holds participatory rights in those Listing Services. 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 Listing Services on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. Listings obtained from non-Broker Listing Cooperative listing services must display the source from which each such listing was obtained. Displays of minimum information (e.g. a one-line or "thumbnail," 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. Co-mingling of listings with properties not exclusively represented by a licensed real estate agent or broker is prohibited. *(Adopted 6/15)*

**Section 14.2.11** - Participants shall not modify or manipulate information relating to other Participants listings. Broker Listing Cooperative® listing service Participants may augment their IDX display of Broker Listing Cooperative® listing service data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the Broker Listing Cooperative® listing service. 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 Broker Listing Cooperative® listing service data display or display of fewer than all of the available listings or fewer authorized fields. *(Adopted 05/15)*

**Section 14.2.12** - All listings displayed pursuant to IDX shall identify the listing firm name, the listing number, and the status of the listing adjacent to the property information, primary photo or group of prominent photos. Required items must be displayed in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered



electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)

"Thumbnail" refers to a summary of listing information containing no more than five selection criteria describing the property (e.g. address, bedrooms, baths, square footage, and list price). Any search result identifying another Member Participant's listing in a thumbnail format may not include contact information or branding of the Member Participant's IDX site, or brokerage.

**Section 14.3** - Display - Display of listing information pursuant to IDX is subject to the following rules:

**Section 14.3.1** - Listings displayed pursuant to IDX, shall contain only those fields of data designated by the Broker Listing Cooperative® listing service on the Customer Full Details Format. Display of all other fields (as determined by the Broker Listing Cooperative® listing service) is prohibited. Confidential fields intended only for other Broker Listing Cooperative® listing service Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. (Amended 06/15)

**Section 14.3.1.1** - The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) and the seller's and/or occupant's name(s), phone number(s), and email address(es) may not be displayed. (Amended 05/12)

**Section 14.3.4** - Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own Web sites subject to their Participant's consent and control and the requirements of state law and/or regulation.

**Section 14.3.5** -All listings displayed pursuant to IDX shall show the Broker Listing Cooperative® listing service 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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)

**Section 14.3.6** - Participants (and their affiliated licensees, if applicable) shall indicate on their Web sites 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, that the data is deemed reliable but is not guaranteed accurate by the Broker Listing Cooperative® listing service and include the copyright statement "© (current year) MIBOR REALTOR® Association". Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)

Each display or use of the IDX Listings, or any portion of the IDX Listings shall also include the conspicuous display of the following:

"Based on information submitted to the Broker Listing Cooperative listing service as of \_\_\_\_\_ (date and time IDX Data was obtained). All data is obtained from various sources and may not have been verified by broker or Broker Listing Cooperative listing service. Supplied Open House Information is subject to change without notice. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information."

**Section 14.3.7** - The data consumers can retrieve or download in response to an inquiry shall be determined by the Broker Listing Cooperative listing service but in no instance shall be limited to fewer than five hundred (500) listing or fifty percent (50%) of the listings available for IDX display, whichever is fewer, and no more than two thousand-five hundred (2,500) listings per search. This does not apply to displays showing mapping pins and no other listing data.

**Section 14.3.8** - The right to display other Participants' listings pursuant to IDX shall be limited to a

Participant's office(s) holding participatory rights in this Broker Listing Cooperative® listing service.

**Section 14.3.9** - Listings obtained through IDX feeds from REALTOR® Association Broker Listing Cooperative® listing service where the Broker Listing Cooperative® listing service Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other Broker Listing Cooperatives® listing service, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)

**Section 14.3.10** - Broker Listing Cooperatives® listing service must, if requested by a participant, promptly provide basic downloading of all active listings, sold listing data starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized by this policy. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution. For purposes of this policy, “downloading” means electronic transmission of data from Broker Listing Cooperatives® listing service servers or MLS Grid to participants' servers on a persistent or transient basis, at the discretion of the Broker Listing Cooperatives® listing service. The Broker Listing Cooperatives® listing service's IDX download must be refreshed to accurately reflect all updates and status changes no less frequently than every twelve (12) hours. (Amended 5/17)

**Section 14.3.11** - 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 Broker Listing Cooperative® listing service. Each Participant shall make reasonable efforts to avoid “scraping” of the IDX Data by third parties or displaying of that data on any other website. Reasonable efforts shall include but not be limited to (a) Monitoring the website for signs that a third party is “scraping” data and (b) Prominently posting notice that any use search of data on the website, other than by a consumer looking to purchase real estate, is prohibited. If a Participant suspects “scraping” of the data has occurred, the suspicion and any evidence must be reported to the Broker Listing Cooperative® listing service and the MLS GRID, if applicable, immediately. (Amended 05/12)

**Section 14.3.12** - 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. Participant shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and Participant may not: (a) Engage in deceptive or unauthorized framing of real estate brokerage websites; (b) Manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or (c) Deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers. (Adopted 02/11)

**Section 14.3.13** - With a map display on an IDX website showing the locations of the listings matching a consumer's search with icons or pins, where a consumer may display a “pop-up” or “balloon” over the icon or pin by clicking or holding the mouse over it, required elements need not be displayed provided that (a) the consumer can click on the pop-up or balloon and view a page, including the listing information and the required elements; or (b) there is a display elsewhere on the page on which the map appears that includes the listing information and the required elements for all such listings on the map.

**Section 14.4** - In the event of any default by the Participant, or the occurrence of any event which Broker Listing Cooperative® listing service believes may constitute an event of default by the Vendor under these IDX Rules, including any violation of or noncompliance with the Data License Agreement, or failure by the Participant to pay any fees or fines owing to Broker Listing Cooperative® listing service or MLS GRID, Broker Listing Cooperative® listing service or MLS GRID may, at its option, and without prior notice to the Participant, and in their sole

discretion temporarily suspend, or terminate, the license granted to Participant to access the IDX Data until all outstanding fees have been paid in full or the default has been cured.

**Section 14.5** - Participant's IDX site must comply with The Digital Millennium Copyright Act of 1998 by including appropriate notification instructions to users. A Vendor or Participant that receives a DMCA notice of infringement must immediately (no later than 24 hours after receipt) notify Broker Listing Cooperative® listing service at [helpdesk@miborsupport.com](mailto:helpdesk@miborsupport.com) and MLS GRID at [DMCAnotice@MLSGrid.com](mailto:DMCAnotice@MLSGrid.com). A Participant's IDX site must include the conspicuous display of the following two paragraphs:

The Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any content or material made available in connection with our website or services infringes your copyright, you (or your agent) may send us a notice requesting that the content or material be removed, or access to it blocked. Notices must be sent in writing by email to [helpdesk@miborsupport.com](mailto:helpdesk@miborsupport.com) and [DMCAnotice@MLSGrid.com](mailto:DMCAnotice@MLSGrid.com).

"The DMCA requires that your notice of alleged copyright infringement include the following information: (1) description of the copyrighted work that is the subject of claimed infringement; (2) description of the alleged infringing content and information sufficient to permit us to locate the content; (3) contact information for you, including your address, telephone number and email address; (4) a statement by you that you have a good faith belief that the content in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (5) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (6) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above information may result in the delay of the processing of your complaint.

**Section 14.6** - Participant shall not indicate or imply in any manner that the Participant is a multiple listing service or broker listing cooperative, or that the consumer has access to or may search Participant's applicable MLS/BLC. For example, Participant shall not state that the consumer may "search the MLS"/"search the BLC" or "access the MLS"/"access the BLC," or similar language. Broker Listing Cooperative® listing service reserves the right to object to any Participant's company name or domain name, if Broker Listing Cooperative® listing service believes in its sole discretion the name used is confusingly similar to any name used in commerce by MLS GRID or Broker Listing Cooperative® listing service. MLS GRID and Broker Listing Cooperative® listing service similarly reserves the right to object to the use of any combination of the words "Multiple" (or "Multi"), "Listing" (or "List"), or "Service" (or "System"). Participants using prohibited language will not be granted access to IDX Data for IDX display.

**Section 14.7** - Fees and charges for participation in IDX services from MLS GRID shall be as established by Broker Listing Cooperative® listing service. Costs incurred by MLS GRID in providing MLS GRID Data to Participant may be assessed by MLS GRID to the Participant at its sole discretion.

Failure to adhere to these IDX Rules may result in a fine in an amount specified by the Broker Listing Cooperative® listing service. MLS GRID or the Broker Listing Cooperative® listing service will notify the Participant of any violation of these IDX Rules, and the amount of the corresponding fine for non-compliance. Participants who have received more than one notification for the same infraction within 180-day period, a \$250 habitual fine will be levied. This fine will increase to \$500 upon the third notification, and \$1000 and possible termination of the IDX Master Data License Agreement upon fourth notification.

## **Virtual Office Website (VOW) Rules for Broker Listing Cooperative® listing services**

**Section 15.1.1** 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 Broker Listing Cooperative® listing service 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.

**Section 15.1.2** - As used in Section 15 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.

**Section 15.1.3** - "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 Broker Listing Cooperative® listing service by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use Broker Listing Cooperative® listing service Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to Broker Listing Cooperative® listing service Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

**Section 15.1.4** - As used in Section 15 of these Rules, the term "Broker Listing Cooperative® listing service Listing Information" refers to active listing information and sold data provided by Participants to the Broker Listing Cooperative® listing service and aggregated and distributed by the Broker Listing Cooperative® listing service to Participants.

**Section 15.2 (a)** - The right of a Participant's VOW to display Broker Listing Cooperative® listing service Listing Information is limited to that supplied by the Broker Listing Cooperative® listing service(s) in which the Participant has participatory rights. However, a Participant with offices participating in different Broker Listing Cooperative® listing services may operate a master website with links to the VOWs of the other offices.

**Section 15.2 (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").

**Section 15.2 (c)** - Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other Broker Listing Cooperative® listing service Participants whose listings will be displayed on the Participant's VOW.

**Section 15.3 (a):** Before permitting any consumer to search for or retrieve any Broker Listing Cooperative® listing service Listing Information on his or her VOW, the Participant must take each of the following steps:

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

**Section 15.3 (b)** - The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.

**Section 15.3 (c)** - If the Broker Listing Cooperative® listing service has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of Broker Listing Cooperative® listing service Listing Information or a violation of Broker Listing Cooperative® listing service rules, the Participant shall, upon request of the Broker Listing Cooperative® listing service, 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 Broker Listing Cooperative® listing service, provide an audit trail of activity by any such Registrant.

**Section 15.3 (d)** - The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:

- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
- iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
- iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property;
- v. That the Registrant acknowledges the Broker Listing Cooperative® listing service’s ownership of, and the validity of the Broker Listing Cooperative® listing service’s copyright in, the Broker Listing Cooperative® listing service database.

**Section 15.3 (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.

**Section 15.3 (f)** - The Terms of Use Agreement shall also expressly authorize the Broker Listing Cooperative® listing service, and other Broker Listing Cooperative® listing service Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with Broker Listing Cooperative® listing service rules and monitoring display of Participants’ listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

**Section 15.4** - A Participant’s VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

**Section 15.5** - A Participant’s VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, “scraping”, and other unauthorized use of Broker Listing Cooperative® listing service 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 Broker Listing Cooperative® listing service.

**Section 15.6 (a)** - A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the Broker Listing Cooperative® listing service 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.

**Section 15.6 (b)** - A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

<p><b>Seller Opt-Out Form</b></p> <p>1. Please check either Option a or Option b</p> <p>a. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.</p> <p style="text-align: center;">OR</p> <p>b. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.</p> <p>2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.</p> <p>_____</p> <p>Initials of seller</p>
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**Section 15.6 (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 15.7 (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.

**Section 15.7 (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 Broker Listing Cooperative® listing service 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 15.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 15.8** - 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 Broker Listing Cooperative® listing service 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 two (2) full business days 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 15.9** - A Participant shall cause the Broker Listing Cooperative® listing service Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 15.10** - Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable Broker Listing Cooperative® listing service rules or policies, no Participant shall distribute, provide, or make accessible any portion of the Broker Listing Cooperative® listing service Listing Information to any person or entity.

**Section 15.11** - 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 15.12** - A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

**Section 15.13** - A Participant who intends to operate a VOW to display Broker Listing Cooperative® listing service Listing Information must notify the Broker Listing Cooperative® listing service of its intention to establish a VOW and must make the VOW readily accessible to the Broker Listing Cooperative® listing service and to all Broker Listing Cooperative® listing service Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable Broker Listing Cooperative® listing service rules or policies.

**Section 15.14** - A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**Section: 15.15** - A Participant's VOW may not make available for search by or display to Registrants any of the following information:

- a. expired and withdrawn listings
- b. the compensation offered to other Broker Listing Cooperative® Listing Service Participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

**Section 15.16** - A Participant shall not change the content of any Broker Listing Cooperative® listing service Listing Information that is displayed on a VOW from the content as it is provided in the Broker Listing Cooperative® listing service. The Participant may, however, augment Broker Listing Cooperative® listing service Listing Information with additional information not otherwise prohibited by these Rules or by other applicable Broker Listing Cooperative® listing service rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of Broker Listing Cooperative® listing service Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

**Section 15.17** - A Participant shall cause to be placed on his or her VOW a notice indicating that the Broker Listing Cooperative® listing service Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the Broker Listing Cooperative® listing service and include the copyright statement "© (current year) MIBOR REALTOR® Association".

**Section 15.18** - A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

**Section 15.19** - A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings or fifty percent (50%) of the listings in the Broker Listing Cooperative® listing service, whichever is less and not more than 100 sold listings in response to any inquiry. (*Amended 11/17*)

**Section 15.20** - A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

**Section 15.21** - A Participant may display advertising and the identification of other entities (“co-branding”) on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant’s logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

**Section 15.22 (a)** - A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another Broker Listing Cooperative® listing service or from a broker not participating in the Broker Listing Cooperative® listing service, to identify the source of the listing.

**Section 15.22 (b)** - A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another Broker Listing Cooperative® listing service or from a broker not participating in the Broker Listing Cooperative® listing service, to be searched separately from listings in the Broker Listing Cooperative® listing service.

**Section 15.23** - Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the Broker Listing Cooperative® listing service. *(Adopted 2/09)*