

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

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

Multiple Listing Service Rules and Regulations

Table of Contents

Section	Page #
Section 1 Listing Procedures	2
Section 2 Selling Procedures	5
Section 3 Refusal to Sell	7
Section 4 Prohibitions	7
Section 5 Division of Commissions	8
Section 6 Service Charges	10
Section 7 Compliance with Rules	11
Section 8 Meetings	11
Section 9 Enforcement of Rules or Disputes	12
Section 10 Confidentiality of MLS Information	12
Section 11 Ownership of MLS Compilation* and Copyright	12
Section 12 Distribution	13
Section 13 Limitations on Use of MLS Information	14
Section 14 Changes in Rules and Regulations	14
Section 15 Arbitration of Disputes	15
Section 16 Standards of Conduct for MLS Participants	15
Section 17 Orientation	18
Section 18 Internet Data Exchange (IDX)	19
Section 19 Virtual Office Websites (VOWs)	21
Section 20 Lockbox Entry System	27

1 **Listing Procedures**

2 [Top](#)

3 **Section 1 Listing Procedures**

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

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

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

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

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

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

32 **Section 1.1 Classes of Properties**

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

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

42 **Section 1.1.1 Listing Subject to Rules and Regulations of the Service**

43 Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and
44 regulations of the service upon signature of the seller(s).
45
46

47 **Section 1.2 Detail on Listings Filed with the Service**

48 A listing agreement or property data form, when filed with the multiple listing service by the listing broker,
49 shall be complete in every detail which is ascertainable as specified on the property data form.

50

51 **Section 1.2.1 Limited Service Listings**

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

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

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

64

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

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

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

74

75 will be identified with an appropriate code (ERS MLS Entry Only) in the Listing Type Feature Field in MLS
76 compilations so potential cooperating brokers will be aware of the extent of the services the listing broker
77 will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of
78 these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

79

80 **Section 1.2.3 Exempted Listings**

81 If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the
82 listing (office exclusive) and such listing shall be filed with the service but not disseminated to the
83 participants. Filing of the listing should be accompanied by certification signed by the seller that he does not
84 desire the listing to be disseminated by the service. (Adopted 10/6/2009)

85

86 **Section 1.3 Change of Status of Listing**

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

90

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

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

95

96 Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's
97 concurrence. However, when a seller(s) can document that his exclusive relationship with the listing
98 broker has been terminated, the multiple listing service may remove the listing at the request of the seller.
99

100 **Section 1.5 Contingencies Applicable to Listings**

101 Any contingency or conditions of any term in a listing shall be specified and noticed to the participants. The
102 listing status shall be changed to CONTINGET and contingencies shall be noted in the Confidential Remarks
103 field on the first line.
104

105 **Section 1.6 Listing Price Specified**

106 The full gross listing price stated in the listing contract will be included in the information published in the
107 MLS compilation of current listings.
108

109 **Section 1.7 Listing Multiple Unit Properties**

110 All properties which are to be sold or which may be sold separately must be indicated individually in the
111 listing and on the property data form. When part of a listed property has been sold, proper notification should
112 be given to the multiple listing service.
113

114 **Section 1.8 No Control of Commission Rates or Fees Charged to Participants**

115 The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees
116 for services to be rendered by participants. Further, the multiple listing service shall not fix, control,
117 recommend, suggest, or maintain the division of commissions or fees between cooperating participants or
118 between participants and nonparticipants.
119

120 **Section 1.9 Expiration of Listings**

121 Listings filed with the multiple listing service will automatically be removed from the compilation of current
122 listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice
123 that the listing has been extended or renewed.

124 If notice of renewal or extension is received after the listing has been removed from the compilation of
125 current listings, the extension or renewal will be published in the same manner as a new listing. Extensions
126 and renewals of listings must be signed by the seller(s) and filed with the service.
127

128 **Section 1.10 Termination Date on Listings**

129 Listings filed with the service shall bear a definite and final termination date, as negotiated between the
130 listing broker and the seller.
131

132 **Section 1.11 Jurisdiction**

133 Listings of property located inside and outside the MLS's jurisdiction will be accepted if submitted
134 voluntarily by a Participant, but is not required by the Service.
135

136 **Section 1.12 Listing of Suspended Participants**

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

145 provide MLS services, including continued inclusion of the suspended participant's listings in the MLS
146 compilation of current listing information. Prior to any removal of a suspended participant's listings from the
147 MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended
148 participant may advise his clients.
149

150 **Section 1.13 Listing of Expelled Participants**

151 When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e.,
152 violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other
153 membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed
154 with the MLS by the expelled participant shall, at the participant's option, be retained in the service until
155 sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date
156 of the listing agreement in effect when the expulsion became effective. If a participant has been expelled
157 from the association (except where MLS participation without association membership is permitted by law)
158 or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to
159 provide MLS services, including continued inclusion of the expelled participant's listings in the MLS
160 compilation of current listing information. Prior to any removal of an expelled participant's listings from the
161 MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled
162 participant may advise his clients.
163

164 **Section 1.14 Listing of Resigned Participants**

165 When a participant resigns from the MLS, the MLS is not obligated to provide services, including continued
166 inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to
167 any removal of a resigned participant's listings from the MLS, the resigned participant should be advised, in
168 writing, of the intended removal so that the resigned participant may advise his clients.
169

170 **Section 1.15 Transfer of Listings**

171 Listings cannot be transferred within the MLS from one Participant to another Participant without the signed
172 consent of the listing broker.
173

174 **Section 1.16. CO-EXCLUSIVE LISTINGS**

175 Any co-exclusive right of sale listing shall be submitted to the MLS on one listing contract with the agency
176 clearly identified. The listing contract must include a clear indication regarding which of the "co-exclusive"
177 agents controls the terms of the offer of cooperation and compensation or is empowered to make
178 modifications to such offers. If each "co-exclusive" agent is empowered to make such changes independent
179 of the other, it must be indicated with specificity.
180

181 **Section 1.17. PHOTO REQUIREMENT**

182 Participants and subscribers must input a photo(s) in the MLS within 72 hours of inputting the listing. The
183 photo must be the exterior, front of the building. Failure to comply will cause the MLS to send notice to the
184 listing agent that he/she has 48 hours to input a photo or his/her service will be suspended and there will be a
185 fine of \$100 per listing that is without a photo. If an agent is suspended, his/her broker must input the photo
186 and the fine(s) must be paid prior to the service being reinstated. If the offending member is a broker, he/she
187 must submit a digital photo to the MLS and the fine(s) must be paid prior to reinstatement. (Adopted
188 2/13/2004, revised 4/2006, 5/2008)
189

190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238

Selling Procedures

[Top](#)

Section 2 Showings and Negotiations

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

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

Section 2.1 Presentation of Offers

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

Section 2.2 Submission of Written Offers

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

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

Section 2.3 Right of Cooperating Broker in Presentation of Offer

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

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

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present 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, shall be reported to the multiple listing service by the listing broker within 24 hours after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker.

239 **Note:** The listing agreement of a property filed with the MLS by the listing broker should include a provision
240 expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide
241 timely notice of status changes of the listing to the MLS; and to provide sales information including
242 selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales
243 information prior to final closing (settlement) of a sales transaction, the listing agreement should also
244 include a provision expressly granting the listing broker the right to authorize dissemination of this
245 information by the MLS to its participants.
246

247 **Section 2.6 Reporting Resolution of Contingencies**

248 The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency
249 on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.
250

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

252 A listing shall not be advertised by any participant other than the listing broker without the prior consent of
253 the listing broker.
254

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

256 The listing broker shall report immediately to the multiple listing service the cancellation of any pending
257 sale, and the listing shall be reinstated immediately.
258

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

260 Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval,
261 disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also
262 disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm,
263 or by a cooperating broker.
264

265 **Section 2.10 Availability of Listed Property**

266 Listing brokers shall not misrepresent the availability of access to show or inspect listed property.
267

268 **Refusal to Sell**

269 [Top](#)

270 **Section 3 Refusal to Sell**

271 If the seller of any listed property filed with the multiple listing service refuses to accept a written offer
272 satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the
273 service and to all participants.
274

275 **Prohibitions**

276 [Top](#)

277 **Section 4 Information for Participants Only**

278 Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS
279 without the prior consent of the listing broker.
280

281 **Section 4.1 For Sale Signs**

282 Only the for sale sign of the listing broker may be placed on a property.
283

284 **Section 4.2 Sold Signs**

285 Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker
286 authorizes the cooperating (selling) broker to post such a sign.
287

288 **Section 4.3 Solicitation of Listing Filed with the Service**

289 Participants shall not solicit a listing on property filed with the service unless such solicitation is consistent
290 with Article 16 of the REALTORS[®] Code of Ethics, its Standards of Practice, and its Case Interpretations.

291
292 **Note:** This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and
293 particularly Standard of Practice 16-4. This section is intended to encourage sellers to permit their
294 properties to be filed with the service by protecting them from being solicited, prior to expiration of the
295 listing, by brokers and salespersons seeking the listing upon its expiration.

296
297 Without such protection, a seller could receive hundreds of calls, communications, and visits from
298 brokers and salespersons who have been made aware through MLS filing of the date the listing will
299 expire and desire to substitute themselves for the present broker.

300
301 This section is also intended to encourage brokers to participate in the service by assuring them that
302 other participants will not attempt to persuade the seller to breach the listing agreement or to interfere
303 with their attempts to market the property. Absent the protection afforded by this section, listing brokers
304 would be most reluctant to generally disclose the identity of the seller or the availability of the property
305 to other brokers.

306
307 This section does not preclude solicitation of listings under the circumstances otherwise recognized by
308 the Standards of Practice related to Article 16 of the Code of Ethics.

309
310 **Section 4.4 Use of the Terms MLS and Multiple Listing Service**

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

319
320 **Division of Commissions**

321
322 **Section 5 Compensation Specified on Each Listing**

323 The listing broker shall specify, on each listing filed with the multiple listing service, the compensation
324 offered to other multiple listing service participants for their services in the sale of such listing. Such offers
325 are unconditional except that entitlement to compensation is determined by the cooperating broker's
326 performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing
327 broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may
328 be excused if it is determined through arbitration that, through no fault of the listing broker and in the
329 exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to
330 collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative
331 compensation offered through MLS would be a question to be determined by an arbitration hearing panel
332 based on all relevant facts and circumstances including, but not limited to, why it was impossible or
333 financially unfeasible for the listing broker to collect some or all of the commission established in the listing
334 agreement; at what point in the transaction did the listing broker know (or should have known) that some or
335 all of the commission established in the listing agreement might not be paid; and how promptly had the

[Top](#)

336 listing broker communicated to cooperating brokers that the commission established in the listing agreement
337 might not be paid.

338
339 In filing a property with the multiple listing service of an association of REALTORS[®], the participant of the
340 service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore
341 specify on each listing filed with the service, the compensation being offered to the other MLS participants.
342 Specifying the compensation on each listing is necessary, because the cooperating broker has the right to
343 know what his compensation shall be prior to his endeavor to sell.*

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

347
348 *The compensation specified on listings filed with the multiple listing service shall appear in one of two
349 forms. The essential and appropriate requirement by an association multiple listing service is that the
350 information to be published shall clearly inform the participants as to the compensation they will receive in
351 cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of his
352 producing an offer to purchase. The compensation specified on listings published by the MLS shall be
353 shown in one of the following forms:

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

356 This shall not preclude the listing broker from offering any MLS participant compensation other than the
357 compensation indicated on any listing published by the MLS, provided the listing broker informs the other
358 broker, in writing, in advance of his producing an offer to purchase, and provided that the modification in the
359 specified compensation is not the result of any agreement among all or any other participants in the service.
360 Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or
361 as a flat dollar amount.

362
363 **Note 1:** The multiple listing service shall not have a rule requiring the listing broker to disclose the amount
364 of total negotiated commission in his listing contract, and the association multiple listing service shall
365 not publish the total negotiated commission on a listing which has been submitted to the MLS by a
366 participant. The association multiple listing service shall not disclose in any way the total commission
367 negotiated between the seller and the listing broker.

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

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

373
374 **Note 4:** The CATRS Multiple listing services permits listing brokers to communicate to potential
375 cooperating brokers that gross commissions established in listing contracts are subject to court
376 approval, and that compensation payable to cooperating brokers may be reduced if the gross
377 commission established in the listing contract is reduced by a court. In such instances, the fact that the
378 gross commission is subject to court approval and either the potential reduction in compensation
379 payable to cooperating brokers or the method by which the potential reduction in compensation will
380 be calculated must be clearly communicated to potential cooperating brokers prior to the time they
381 produce an offer that ultimately results in a successful transaction.

382

383 **Note 5:** Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter
384 of mutual agreement, from modifying the cooperative compensation to be paid in the event of a
385 successful transaction.
386

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

400 **Section 5.0.1 Disclosing Potential Short Sales**

401 Participants must disclose potential short sales when reasonably known to the listing participants. When
402 disclosed, participants may, at their discretion, advise other participants whether and how any reduction in
403 the gross commission established in the listing agreement, required by the lender as a condition of approving
404 the sale, will be apportioned between listing and cooperating participants.
405

406 **Section 5.1 Participant as Principal**

407 If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any
408 ownership interest in a property, the listing of which is to be disseminated through the multiple listing
409 service, that person shall disclose that interest when the listing is filed with the multiple listing service and
410 such information shall be disseminated to all multiple listing service participants.
411

412 **Section 5.2 Participant as Purchaser**

413 If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant
414 wishes to acquire an interest in property listed with another participant, such contemplated interest shall be
415 disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the
416 listing broker.
417

418 **Section 5.3 Dual or Variable Rate Commission Arrangements**

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

431 **Service Charges**

[Top](#)

432
433 **Section 6 Service Fees and Charges**

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

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

439 **Recurring Participation Fee:** The monthly participation fee of each participant shall be an amount equal as
440 determined from time to time by the CATRS board of directors times each salesperson and licensed or
441 certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or
442 licensed or certified appraiser who is employed by or affiliated as an independent contractor with such
443 participant. Payment of such fees shall be made on or before the first day of the month for which service is
444 granted
445

446 **Compliance with Rules**

[Top](#)

447
448 **Section 7 Compliance with Rules—Authority to Impose Discipline**

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

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

464
465 **Section 7.1 Compliance with Rules**

466 The following action may be taken for noncompliance with the rules:

- 467 a. for failure to pay any service charge or fee within one (1) month of the date due, and provided that at
468 least ten (10) days' notice has been given, the service shall be suspended until service charges or fees
469 are paid in full
- 470 b. for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply
- 471 c. for failure to accurately complete all input fields, subscribers and participants will be noticed and
472 required to correct or show cause as to why their input is correct within three days of initial input.
473 Participants and subscribers will be noticed via electronic means each day up to and including day
474 three and if not corrected or otherwise satisfied with the MLS will be fined \$100 and temporarily
475 suspended from the multiple listing service until fined is paid.

476
477 Once fine is paid and error is corrected, the subscriber or participant will receive a refund of their fine

478 by completing two training classes within four months of the violation. Upon request, the Fine
479 Forgiveness Form will be provided to the offending subscriber to initiate the fine refund.
480

481 **Section 7.2 Applicability of Rules to Users and/or Subscribers**

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

489 **Meetings**

[Top](#)

491 **Section 8 Meetings**

492 The meetings of the participants in the service or the board of directors of the multiple listing service for the
493 transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of
494 the service.
495

496 **Enforcement of Rules or Disputes**

[Top](#)

498 **Section 9 Considerations of Alleged Violations**

499 The board of directors shall give consideration to all written complaints having to do with violations of the
500 rules and regulations.
501

502 **Section 9.1 Violations of Rules and Regulations**

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

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

520 **Section 9.2 Complaints of Unethical Conduct**

521 All other complaints of unethical conduct shall be referred by the board of directors of the service to the
522 association of REALTORS® for appropriate action in accordance with the professional standards procedures
523 established in the association's bylaws.
524
525

526 **Confidentiality of MLS Information**

[Top](#)

527
528 **Section 10 Confidentiality of MLS Information**

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

534
535 **Section 10.1 MLS Responsibility for Accuracy of Information**

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

540
541 **Ownership of MLS Compilation* and Copyright**

[Top](#)

542
543 **Section 11**

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

550
551 **Section 11.1**

552 All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the
553 Tallahassee Board of REALTORS[®] and in the copyrights therein, shall at all times remain vested in the
554 Tallahassee Board of REALTORS[®].

555
556 *The term MLS compilation, as used in Sections 11 and 12 herein, shall be construed to include any format
557 in which property listing data is collected and disseminated to the participants, including but not limited to
558 bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

559
560 **Use of Copyrighted MLS Compilation**

[Top](#)

561
562 **Section 12 Distribution**

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

573

574 **Section 12.1 Display**

575 Participants and those persons affiliated as licensees with such participants shall be permitted to display
576 the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of
577 attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.
578

579 **Section 12.2 Reproduction**

580 Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof,
581 except in the following limited circumstances:
582

583 Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to
584 prospective purchasers a reasonable** number of single copies of property listing data contained in the MLS
585 compilation which relate to any properties in which the prospective purchasers are or may, in the judgment
586 of the participant or their affiliated licensees, be interested.
587

588 *This section should not be construed to require the participant to lease a copy of the MLS compilation for
589 any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in
590 a specialty of the real estate business other than listing, selling, or appraising the types of properties which
591 are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS
592 information or MLS facility of the association
593

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

606 Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing
607 data of properties other than that in which the prospective purchaser has expressed interest, or in which the
608 participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.
609

610 Nothing contained herein shall be construed to preclude any participant from utilizing, displaying,
611 distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to
612 properties currently listed for sale with the participant.
613

614 Any MLS information, whether provided in written or printed form, provided electronically, or provided in
615 any other form or format, is provided for the exclusive use of the participant and those licensees affiliated
616 with the participant who are authorized to have access to such information. Such information may not be
617 transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.
618

619 None of the foregoing shall be construed to prevent any individual legitimately in possession of current
620 listing information, sold information, comparables, or statistical information from utilizing such information
621 to support an estimate of value on a particular property for a particular client. However, only such
622 information that an association or association-owned multiple listing service has deemed to be

623 nonconfidential and necessary to support the estimate of value may be reproduced and attached to the report
624 as supporting documentation. Any other use of such information is unauthorized and prohibited by these
625 rules and regulations.

626

627 **Use of MLS Information**

628

[Top](#)

629 **Section 13 Limitations on Use of MLS Information**

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

636

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

640

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

643

644 **Changes in Rules and Regulations**

645

[Top](#)

646 **Section 14 Changes in Rules and Regulations**

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

650

651 **Arbitration of Disputes***

652

[Top](#)

653 **Section 15 Arbitration of Disputes**

654 By becoming and remaining a participant, each participant agrees to arbitrate disputes involving contractual
655 issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4
656 of the Code of Ethics with MLS participants in different firms arising out of their relationships as MLS
657 participants, subject to the following qualifications.

658 a. If all disputants are members of the same association of REALTORS® or have their principal place of
659 business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures
660 of that association of REALTORS®.

661 b. If the disputants are members of different associations of REALTORS® or if their principal place of business
662 is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to
663 arbitrate in accordance with the procedures of the Florida Association of REALTORS®.

664

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

669

670 **Standards of Conduct for MLS Participants****

[Top](#)

671
672 **Standard 16.1**

673
674 MLS participants shall not engage in any practice or take any action inconsistent with exclusive
675 representation or exclusive brokerage relationship agreements that other MLS participants have with clients.

676 **Section 16.2**

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

679 **Section 16.3**

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

683 **Section 16.4**

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

691 *Only adopt the following standards of conduct if the association's MLS is open to nonmember participants
692 (otherwise qualified individuals who do not hold REALTOR[®] membership anywhere). Any of the standards
693 of conduct, if adopted, may not be modified.

694 **Only adopt the following standards of conduct if the association's MLS is open to nonmember participants
695 (otherwise qualified individuals who do not hold REALTOR[®] membership anywhere). Any of the standards
696 of conduct, if adopted, may not be modified.

698
699 **Section 16.5**

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

706
707 **Section 16.6**

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

712
713 **Section 16.7**

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

716
717

718 **Section 16.8**

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

722

723 **Section 16.9**

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

727

728 **Section 16.10**

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

734

735 **Section 16.11**

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

740

741 **Section 16.12**

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

748

749 The following types of solicitations are prohibited:

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

756

757 **Section 16.13**

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

761

762 **Section 16.14**

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

767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815

Section 16.15

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

Section 16.16

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

Section 16.17

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

Section 16.18

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

Section 16.19

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

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

Section 16.20

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

Section 16.21

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

816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845

Section 16.22

MLS participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

Standard 16.23

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

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

Standard 16.24

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

1. engage in deceptive or unauthorized framing of real estate brokerage websites;
2. manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
3. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.

Orientation

[Top](#)

Section 17 Orientation

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

846 **Internet Data Exchange (IDX)**

[Top](#)

847

848 **Section 18 IDX Defined**

849 IDX affords MLS participants the option of authorizing display of their active listings on other participants'
850 Internet websites.

851

852 **Section 18.1 Authorization**

853 **Note:** Select one of the following two options.

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

861

862 **Section 18.2 Participation**

863 Participation in IDX is available to all MLS participants who are REALTORS[®] who are engaged in real estate
864 brokerage and who consent to display of their listings by other participants. This requirement can be met by
865 maintaining an office or Internet presence from which participants are available to represent real estate
866 sellers or buyers (or both).

867

868 **Section 18.2.1**

869 Participants must notify the MLS of their intention to establish an IDX site and must make their site directly
870 accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

871

872 **Section 18.2.2**

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

875

876 **Section 18.2.3**

877 Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or
878 property address from display on the Internet (including, but not limited to, publicly-accessible websites or
879 VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display
880 on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

881

882 **Section 18.2.4**

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

889

890 **Section 18.2.5**

891 Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

892

893 **Section 18.2.6**

894 Except as provided in these rules, an IDX site or a participant or user operating an IDX site may not
895 distribute, provide, or make any portion of the MLS database available to any person or entity.
896

897 **Section 18.2.7**

898 When displaying listing content, a participant's or user's IDX site must clearly identify the name of the
899 brokerage firm under which they operate in a readily visible color and typeface.
900

901 **Section 18.3 Display**

902 Display of listing information pursuant to IDX is subject to the following rules:
903

904 **Section 18.3.1**

905 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of
906 all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS
907 participants and users (e.g., cooperative compensation offers, showing instructions, property security
908 information, etc.) may not be displayed on IDX sites.
909

910 **Section 18.3.1.1**

911 The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed on
912 IDX sites.
913

914 **Section 18.3.2**

915 Participants shall not modify or manipulate information relating to other participants' listings. (This is not a
916 limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with
917 additional data not otherwise prohibited from display so long as the source of the additional data is clearly
918 identified. This requirement does not restrict the format of MLS data display or display of fewer than all of
919 the available listings or fewer authorized data fields.
920

920 **Section 18.3.3**

921 All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not
922 smaller than the median used in the display of listing data.
923

924 **Section 18.3.4**

925 Non-principal brokers and sales licensees affiliated with IDX participants may display information available
926 through IDX on their own websites subject to their participant's consent and control and the requirements of
927 state law and/or regulation.
928

929 **Section 18.3.5**

930 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information
931 is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any
932 purpose other than to identify prospective properties consumers may be interested in purchasing, and that the
933 data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require
934 use of other disclaimers as necessary to protect participants and/or the MLS from liability.
935
936

937 **Section 18.3.6**

938 The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s)
939 holding participatory rights in this MLS.

940
941 **Section 18.3.7**

942 Display of expired, withdrawn, and pending listings is prohibited.

943
944 **Section 18.3.8**

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

946
947 **Section 18.3.9**

948 Participants are required to employ appropriate security protection such as firewalls, provided that any
949 security measures required may not be greater than those employed by the MLS.

950
951 **Section 18.3.10**

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

955
956 **Section 18.4 Service Fees and Charges**

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

958
959 **Virtual Office Websites (VOWs)**

[Top](#)

960
961 **Section 19.1 VOW Defined**

- 962 a. A "Virtual Office Website" (VOW) is a participant's Internet website, or a feature of a participant's
963 website, through which the participant is capable of providing real estate brokerage services to
964 consumers with whom the participant has first established a broker-consumer relationship (as defined
965 by state law) where the consumer has the opportunity to search MLS listing information, subject to
966 the participant's oversight, supervision, and accountability. A non-principal broker or sales licensee
967 affiliated with a participant may, with his or her participant's consent, operate a VOW. Any VOW of
968 a non-principal broker or sales licensee is subject to the participant's oversight, supervision, and
969 accountability.
- 970 b. As used in Section 19 of these rules, the term "participant" includes a participant's affiliated non-
971 principal brokers and sales licensees—except when the term is used in the phrases "participant's
972 consent" and "participant's oversight, supervision, and accountability". References to "VOW" and
973 "VOWs" include all Virtual Office Websites, whether operated by a participant, by a non-principal
974 broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a participant.
- 975 c. "Affiliated VOW Partner" (AVP) refers to an entity or person designated by a participant to operate a
976 VOW on behalf of the participant, subject to the participant's supervision, accountability, and
977 compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue
978 of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing
979 information, except in connection with operation of a VOW on behalf of one or more participants.
980 Access by an AVP to MLS listing information is derivative of the rights of the participant on whose
981 behalf the AVP operates a VOW.

- 982 d. As used in Section 19 of these rules, the term “MLS listing information” refers to active listing
983 information and sold data provided by participants to the MLS and aggregated and distributed by the
984 MLS to participants.
985

986 **Section 19.2**

- 987 a. The right of a participant’s VOW to display MLS listing information is limited to that supplied by the
988 MLS(s) in which the participant has participatory rights. However, a participant with offices
989 participating in different MLSs may operate a master website with links to the VOWs of the other
990 offices.
991 b. Subject to the provisions of the VOW policy and these rules, a participant’s VOW, including any VOW
992 operated on behalf of a participant by an AVP, may provide other features, information, or functions,
993 e.g., “Internet Data Exchange” (IDX).
994 c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate
995 permission from other MLS participants whose listings will be displayed on the participant’s VOW.
996

997 **Section 19.3**

- 998 a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW,
999 the participant must take each of the following steps.
1000 i. The participant must first establish with that consumer a lawful broker-consumer relationship (as
1001 defined by state law), including completion of all actions required by state law in connection with
1002 providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such
1003 actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other
1004 disclosure obligations, and execution of any required agreements.
1005 ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant
1006 must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed
1007 to the terms of use (described in Subsection d., below). The participant must verify that the e-mail
1008 address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
1009 iii. The participant must require each Registrant to have a user name and a password, the combination of
1010 which is different from those of all other Registrants on the VOW. The participant may, at his or her
1011 option, supply the user name and password or may allow the Registrant to establish its user name and
1012 password. The participant must also assure that any e-mail address is associated with only one user
1013 name and password.
1014
1015 b. The participant must assure that each Registrant’s password expires on a date certain, but may provide for
1016 renewal of the password. The participant must at all times maintain a record of the name, e-mail address,
1017 user name, and current password of each Registrant. The participant must keep such records for not less
1018 than one hundred eighty (180) days after the expiration of the validity of the Registrant’s password.
1019
1020 c. If the MLS has reason to believe that a participant’s VOW has caused or permitted a breach in the security
1021 of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS,
1022 provide the name, e-mail address, user name, and current password, of any Registrant suspected of
1023 involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an
1024 audit trail of activity by any such Registrant.
1025
1026 d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse
1027 click or otherwise) to a terms of use provision that provides at least the following:
1028 i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the
1029 participant

- 1030 ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's
1031 personal, non-commercial use
1032 iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being
1033 offered through the VOW
1034 iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in
1035 connection with the Registrant's consideration of the purchase or sale of an individual property
1036 v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the
1037 MLS database
1038
1039 e. The terms of use agreement may not impose a financial obligation on the Registrant or create any
1040 representation agreement between the Registrant and the participant. Any agreement entered into at any
1041 time between the participant and Registrant imposing a financial obligation on the Registrant or creating
1042 representation of the Registrant by the participant must be established separately from the terms of use,
1043 must be prominently labeled as such, and may not be accepted solely by mouse click.
1044
1045 f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their
1046 duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS
1047 rules and monitoring display of participants' listings by the VOW. The agreement may also include such
1048 other provisions as may be agreed to between the participant and the Registrant.
1049

1050 **Section 19.4**

1051 A participant's VOW must prominently display an e-mail address, telephone number, or specific
1052 identification of another mode of communication (e.g., live chat) by which a consumer can contact the
1053 participant to ask questions or get more information about any property displayed on the VOW. The
1054 participant or a non-principal broker or sales licensee licensed with the participant must be willing and able
1055 to respond knowledgeably to inquiries from Registrants about properties within the market area served by
1056 that participant and displayed on the VOW.
1057

1058 **Section 19.5**

1059 A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping,
1060 and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate
1061 security protection such as firewalls as long as this requirement does not impose security obligations greater
1062 than those employed concurrently by the MLS.
1063

1064 **Note:** MLSs may adopt rules requiring Participants to employ specific security measures, provided that any
1065 security measure required does not impose obligations greater than those employed by the MLS.
1066

1067 **Section 19.6**

- 1068 a. A participant's VOW shall not display the listings or property addresses of any seller who has
1069 affirmatively directed the listing broker to withhold the seller's listing or property address from display on
1070 the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit
1071 display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who
1072 operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or
1073 otherwise, the listings of sellers who have determined not to have the listing for their property displayed on
1074 the Internet.
1075
1076 b. A participant who lists a property for a seller who has elected not to have the property listing or the
1077 property address displayed on the Internet shall cause the seller to execute a document that includes the
1078 following (or a substantially similar) provision.

1079
1080
1081 **Seller Opt-out Form**
1082

1083 1. Check one.

- 1084 a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the
1085 Internet.
1086 b. I have advised my broker or sales agent that I do not want the address of the listed property to be
1087 displayed
1088 on the Internet.
1089

- 1090 2. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for
1091 listings
1092 on the Internet will not see information about the listed property in response to their searches.
1093
1094

1095 _____
1096 Initials of Seller
1097

- 1098
1099 c. The participant shall retain such forms for at least one (1) year from the date they are signed or one (1)
1100 year from the date the listing goes off the market, whichever is greater.
1101

1102 **Section 19.7**

- 1103 a. Subject to Subsection b., below, a participant's VOW may allow third-parties:
1104 i. to write comments or reviews about particular listings or display a hyperlink to such comments or
1105 reviews in immediate conjunction with particular listings, or
1106 ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in
1107 immediate conjunction with the listing.
1108

- 1109 b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either
1110 or both of those features described in Subsection a. as to any listing of the seller. The listing broker or
1111 agent shall communicate to the MLS that the seller has elected to have one or both of these features
1112 disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a
1113 participant's VOW may communicate the participant's professional judgment concerning any listing. A
1114 participant's VOW may notify its customers that a particular feature has been disabled at the request of the
1115 seller.
1116

1117 **Section 19.8**

1118 A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments
1119 from the listing broker about the accuracy of any information that is added by or on behalf of the participant
1120 beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The
1121 participant shall correct or remove any false information relating to a specific property within forty-eight
1122 (48) hours following receipt of a communication from the listing broker explaining why the data or
1123 information is false. The participant shall not, however, be obligated to correct or remove any data or
1124 information that simply reflects good faith opinion, advice, or professional judgment.
1125
1126

1127 **Section 19.9**
1128 A participant shall cause the MLS listing information available on its VOW to be refreshed at least once
1129 every three (3) days.
1130

1131 **Section 19.10**
1132 Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS[®], VOW policy, or in any
1133 other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any
1134 portion of the MLS listing information to any person or entity.
1135

1136 **Section 19.11**
1137 A participant’s VOW must display the participant’s privacy policy informing Registrants of all of the ways
1138 in which information that they provide may be used.
1139

1140 **Section 19.12**
1141 A participant’s VOW may exclude listings from display based only on objective criteria, including, but not
1142 limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing
1143 broker, and whether the listing broker is a REALTOR[®].
1144

1145 **Section 19.13**
1146 A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its
1147 intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS
1148 participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable
1149 MLS rules or policies.
1150

1151 **Section 19.14**
1152 A participant may operate more than one VOW himself or herself or through an AVP. A participant who
1153 operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her
1154 behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and
1155 accountability of the participant.
1156

1157 **Section 19.15**
1158 A participant’s VOW may not make available for search by or display to Registrants any of the following
1159 information:
1160 a. expired, withdrawn, or pending (“under contract”) listings
1161 b. the compensation offered to other MLS participants
1162 c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
1163 d. the seller’s and occupant’s name(s), phone number(s), or e-mail address(es)
1164 e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or
1165 security of listed property
1166

1167 **Note:** If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15f. must be
1168 omitted.
1169

1170 **Section 19.16**
1171 A participant shall not change the content of any MLS listing information that is displayed on a VOW from
1172 the content as it is provided in the MLS. The participant may, however, augment MLS listing information
1173 with additional information not otherwise prohibited by these rules or by other applicable MLS rules or
1174 policies, as long as the source of such other information is clearly identified. This rule does not restrict the

1175 format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the
1176 listings or fewer than all of the authorized information fields.
1177

1178 **Section 19.17**

1179 A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information
1180 displayed on the VOW is deemed reliable, but is not guaranteed accurate by the MLS. A participant’s VOW
1181 may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.
1182

1183 **Section 19.18**

1184 A participant shall require that Registrants’ passwords be reconfirmed or changed every 180 days.
1185

1186 **Note:** Participants may, at their option, require Registrants to reconfirm or change passwords more
1187 frequently.
1188

1189 **Section 19.19**

1190 A participant may display advertising and the identification of other entities (“co-branding”) on any VOW
1191 the participant operates or that is operated on his or her behalf. However, a participant may not display on
1192 any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding
1193 will be presumed not to be deceptive or misleading if the participant’s logo and contact information (or that
1194 of at least one participant, in the case of a VOW established and operated on behalf of more than one
1195 participant) is displayed in immediate conjunction with that of every other party, and the logo and contact
1196 information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that
1197 of any third party.
1198

1199 **Section 19.20**

1200 A participant shall cause any listing displayed on his or her VOW obtained from other sources, including
1201 from another MLS or from a broker not participating in the MLS, to identify the source of the listing.
1202 *(Adopted 1/21/09)*
1203

1204 **Lockbox Key Entry Systems**
1205

[Top](#)

1206 **Section 20.1 Definition:** A lock box is a container affixed to property containing a device to gain access to
1207 the property being marketed by a participant in the MLS. Participants in the MLS or their salespersons (and
1208 licensed or certified appraisers affiliated with the participants) are authorized under certain conditions to
1209 open these lock boxes under terms specified by the listing broker. Cooperating brokers and sales licensees,
1210 whether functioning as subagents of the listing broker or as agents of potential purchasers, must contact the
1211 listing broker to disclose their agency status and to arrange appointments to show listed property even if the
1212 property has a lock box affixed to it unless the listing broker has given specific permission (through
1213 information published in the MLS or otherwise) to show the property without first contacting the listing
1214 broker.
1215

1216 **Section 20.2 Lock Box Security Requirements**

- 1217 1. Any key, programmer, or other device (hereinafter referred to as key) by which a lock box can be
1218 opened shall be nonduplicative. By nonduplicative it is not meant that the key is necessarily covered
1219 by a current patent but that it cannot be readily copied in the manner that other types of keys
1220 ordinarily are.
- 1221 2. Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems
1222 or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes,
1223 information shall be obtained from the original manufacturer to determine whether the key’s pattern,

code, or configuration is already in use by other associations, multiple listing services, or other users in the vicinity. Surrounding associations and multiple listing services shall also be contacted to determine whether the key's pattern, code, or configuration is currently in use.

3. The lock box system is an activity of Capital Area Technology & REALTOR® Services, Inc. and as such, every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the lockbox vendor.
4. The MLS charges keyholders with the obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the association. Upon receipt of notice, the MLS shall take any steps deemed necessary to resecure the system.

Section 20.3 Refusing Service

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

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

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

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

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

Section 20.4 Lockbox Use

Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose.

Only the Supra keyboxes are allowed to be entered under showing instructions as "on lockbox." Any other types of lockboxes can only be listed under the "Remarks" section of the MLS profile sheet.

It is against MLS Rules to lend a key to someone or to borrow anyone's key. There is no circumstance that this is allowed. The lender and the borrower are each subject to an automatic \$500 FINE for each instance of this violation.

If you lose your key or cannot get it to work, you can ask another keyholder to go with you to the showing or call one of the designated members who has in their possession, a LOANER KEY. A list of the current members in possession of a loaner key is available from the CATRS office. (Adopted 10/6/2009)