Rules and Procedures

Version 2026C

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Section 1: Definitions

101 - Preliminary Definitions

101.1 - Board of Managers or Managers means the "MLS Board of Managers".

101.2 - MLS Policies means the "Policies of the MLS as determined and construed from time to time by the Board of Managers."

101.3 - MLS Rules or Rules or Rules & Procedures means the "Rules and Procedures of the MLS as set forth herein and as construed from time to time by the Board of Managers".

101.4 - Multiple Listing Service or MLS or the Service means "OneKey® MLS".

102 - General Definitions

102.1 - Cooperating Broker means "any MLS Customer seeking to cooperate with a Listing Broker".

102.2 - Exclusive Listing means an "Exclusive Right to Sell, or an Exclusive Right to Lease, or an Exclusive Agency Listing (as those terms are defined by the New York State Department of State, Division of Licensing Service) entered into between a Participant and a Property owner", as the term Property is defined herein.

102.3 - Listing Agreement or Listing means "all Listing Agreements, except for Office Exclusive Listing Agreements".

102.4 - Listing Participant or Listing Agent means the MLS Participant or Subscriber to the MLS who has a written exclusive agreement with a property owner appointing the MLS Participant or Subscriber as the exclusive agent of the owner to sell or rent property.

102.5 - Local REALTOR Boards are the following boards whose members are associated with this MLS:

Hudson Gateway Association of Realtors®, Inc. (HGAR); and Long Island Board of Realtors® (LIBOR).

102.6 - MLS Customer or our Customers refers to "any or all Participants or Subscribers".

102.7 - MLS Compilation shall be construed to include any format in which property listing data is collected and disseminated to the Participants and Subscribers, including, but not limited to, bound book, loose-leaf binder, computer database, cardfile, or any other format whatsoever.

102.8 - Office Exclusive Listing means an "Exclusive Listing that is not made available to other MLS customers in the MLS database per the informed consent and instructions of the seller".

102.9 - Office Exclusive Seller Disclosure means the "MLS disclosure form that must be signed by all of the sellers of a property in order for a Participant to accept an Office Exclusive Listing".

102.10 - Other Identifying Information includes information of any kind or nature, without limitation as to its form or medium, which identifies a Participant, Subscriber, Listing Agent or any other person or entity (except where specifically provided otherwise herein), or which is a link to any webpage, social media page, social media post, video, or any other source external to the MLS that conveys such Other Identifying Information. This shall include, but not be limited to, names, initials, phone numbers, email addresses, website addresses, webpages, social media tags, logos, caricatures, and Other Information (as defined herein).

102.11 - Other Information includes any kind of information or data, in any form, and presented in any type of media, which may be displayed, attached, referenced, linked to, or otherwise conveyed, including, but not limited to, documents, text, pieces of text, photographs, images, videos, graphics, memes, icons, animated icons, drawings, 3-D renderings, virtual tours or demonstrations, and digital audio or video files.

102.12 - Participant is defined in Rule 202 hereof.

102.13 - Property means "any and all real property or any interest therein for sale, lease, rent, or exchange, including, but not limited to, residential, commercial, industrial, land, and multi-family dwellings, and real or personal property, or any interest therein that comprises cooperative and condominium properties and businesses". (NAR MANDATE 1)

102.14 - Selling Agent is an "MLS Member who brings about (or seeks to bring about) a 'meeting of the minds' between a property owner and a purchaser, while acting as a seller's agent, broker's agent, or buyer's agent".

102.15 - Subscriber means "all licensed non-Participant users of the MLS".

102.16 - Verifiable Electronic Communication means "an email message, text message, facsimile (fax) transmission, or any other form of electronic communication that originates in written form and automatically produces a written record as to when, from whom, and to whom it was transmitted".

103 - Status Definitions

103.1 - Active Listings are those which are available for showing and for purchase or rental.

103.2 - Canceled means that a Listing has been canceled with no future Obligation Date. This is the same as an unconditional release. This is not an Active status.

103.3 - Expired means that the Listing Agreement Expiration Date has passed, or, if the Listing has been Withdrawn, it means that the Obligation Date and Expiration Date have passed. This is not an Active status.

103.4 - Pending means that a purchase or lease agreement, with or without contingencies, has been fully executed for that Listing. This also applies to short sales. This is not an Active status.

103.5 - Rented means a lease has been fully executed with no contingencies. This is not an Active status.

103.6 - Sold means the title has passed. This is not an Active status.

103.7 - Temporarily Off the Market (TOM) means that a Listing cannot be shown for three (3) or more days. This is not an Active status.

103.8 - Withdrawn means that a Listing has been withdrawn (or is no longer Active), but it has a future Obligation Date. The Obligation Date must be on or before the Listing Expiration Date. The Expiration Date may first be Extended in order to enter an Obligation Date that is later than the original Expiration Date. Once a Listing is Withdrawn, the Listing status automatically shall be changed by the MLS to Canceled once the Obligation Date passes.

Section 2: Participants and Subscribers

200 - Purpose of these Rules

This MLS is a service by which its Participants share their Listing data and invite other Participants to enter into cooperative relationships with them for the sale of their listings and provide information necessary to permit such cooperation.

The MLS accumulates our Members' Listing data and provides various data-sharing systems for our Members to use for analysis, marketing, cooperation, and other business purposes.

Clients and the general public receive limited forms of access to this data to facilitate consumer Property searches and research.

Our goals are to facilitate cooperation among our Members, and to provide a convenient real estate data-sharing system, with complete, accurate, and up-to-date data.

These Rules help ensure the integrity of our listing data, and provide a level playing field for our Participants and the consumers with whom they do business.

201 - MLS Service Area

The Board of Managers shall, from time to time, designate the MLS Service Area under these Rules. As of the date of these Rules and Procedures, the MLS Service Area consists of the following:

Counties in New York State: Dutchess, Kings (Brooklyn), Nassau, New York (Manhattan), Orange, Putnam, Queens, Rockland, Suffolk, Sullivan, and Westchester.

202 - Requirements for Participants to Join

202.1 - To be eligible to participate in the MLS as a Participant, an individual must meet all of the following requirements:

a. The individual must be:
(1) a principal, OR
(2) a partner or limited liability company member, OR
(3) a corporate officer or branch office manager acting on behalf of a principal; AND

b. The individual, or the business entity for whom the individual acts, has signed a written agreement to abide by the Rules and Procedures of the MLS in force at that time and as it may be amended from time to time, and pays all applicable MLS fees; AND

c. The individual, or the business entity for whom the individual acts:
(1) is a REALTOR® of any Board and holds a valid state-issued Real Estate Broker's license, and cooperate (hereinafter a "Broker Participant"); OR
(2) is certified by an appropriate state regulatory agency to engage in the appraisal of real property (hereinafter an "Appraiser Participant"). (NAR MANDATE 1.12)

d. "Cooperation" (and its derivative forms including "cooperate") means (a) or (b) or both: (a) sharing information on listed property and making property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of a listing broker's clients; (b) attempting to find buyers or tenants for properties listed in the Service.
The requirement that an individual or firm cooperates means that the Participant actively endeavors during the operation of its real estate business to cooperate. "Actively" means on a continual and on- going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis, or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law. (NAR MANDATE 1.12)

The key is that the Participant or potential Participant cooperates with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website ("VOW") (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to cooperate. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business to cooperate" only if the MLS has a

reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants. (NAR MANDATE 1.12)

202.2 - Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. (NAR MANDATE 1.12)

202.3 - No MLS Participant, Subscriber, or licensee affiliated with any Participant shall, through the names of their firm, their URLs, their email addresses, their website addresses, or in any other way, represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, Subscribers, and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS Rules to provide to clients or customers is available on their websites or otherwise.

203 - Requirements for Subscribers to Join

A Subscriber is an individual who meets and continues to meet all of the following requirements:

a. The individual must be employed by or affiliated as an independent contractor with a Participant; AND

b. The individual has signed a written agreement (or acknowledged their agreement) to abide by the Rules and Procedures of the MLS in force at that time and as it may be amended from time to time, and pays all applicable MLS fees; AND

c. The individual:

(1) holds a valid state-issued Real Estate Broker's license, Associate Real Estate Broker's license, or a Real Estate Salesperson's license, associated with a Broker Participant (hereinafter a "Real Estate Subscriber"); OR

(2) is certified by an appropriate state regulatory agency to engage in the appraisal of real property and is associated with an Appraiser Participant (hereinafter an "Appraiser Subscriber").

204 - Application to Join the MLS

204.1 - Application Form

Each applicant to become a Participant in the MLS shall file an application on forms prescribed by the Board of Managers and to be accompanied by such initial service fees as may be set by the Board of Managers.

204.2 - Required Orientation Program

All Participants must complete a required orientation program concerning the MLS Rules within ninety (90) days after access has been provided. The orientation program shall consist of no more than eight (8) hours. Failure to complete the required orientation program shall result in termination of all MLS privileges unless extensions have been granted by the MLS. (NAR MANDATE 17)

204.3 - Correspondence of Licenses

A Participant with both a real estate broker and appraiser license must join as a Broker Participant in order to be a Listing Broker, Cooperating Broker, or Selling Broker, as provided herein. Subscribers must apply as a Real Estate Subscriber, unless their employing or affiliated Participant is an Appraiser Participant (in which case the Subscriber must apply an as Appraiser Subscriber).

204.4 - Former Participant/Subscriber

If the potential Participant is a former MLS Participant or Subscriber, all outstanding financial obligations to the MLS shall be paid in full.

205 - Administrative Users

Administrative Users are unlicensed individuals who are under the direct supervision of an MLS Participant and perform only administrative and clerical tasks. Each Participant shall provide the MLS with a list of all Administrative Users employed by or affiliated as independent contractors with the Participant, and shall immediately notify the MLS of any changes, additions, or deletions from the list.

206 - Additional Offices

206.1 - In the event an Applicant or Participant has, or acquires, an interest as owner, partner, or stockholder, directly, or indirectly, in any other real estate brokerage, or in a real estate office, or in an office that meets the definition of a “Branch Office” per 19NYCRR175.20, within the MLS Service Area, operating under the same or any other name, the Applicant or Participant shall pay a separate initial fee for each office, and be responsible for the adherence by said real estate office to the Rules of MLS. All such real estate brokerage offices must participate in the Service in order for the Participant to remain a Participant. The Board of Managers may waive the requirements of this section if the nature of the office or geographic location would render the requirement inequitable.

206.2 - In the event a Participant has an additional office, which is not located within the MLS Service Area, and which takes an exclusive listing of property that is located within the MLS Service Area, said listing shall be submitted to the MLS (subject to the Rules concerning Office Exclusives).

207 - Resignation of a Participant

207.1 - A Participant may resign from the MLS, provided the Participant:

a. Is not at that time under suspension; AND
b. Has paid in full any assessments or other monies due or accrued to the MLS up to the effective date of such resignation; AND
c. Agrees to abide by these MLS Rules and Procedures pertaining to listings in the Participant's possession at the time of such resignation; AND
d. Agrees to discontinue the use or display of any materials containing the logo or service mark of MLS, including, but not limited to, signs, posters, stationery, postcards, agreements, and other similar material, such as a website.

207.2 - When a Participant resigns from the MLS, the MLS is no longer obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant shall receive written notice from the MLS of the intended removal. Upon receipt of said notice, the resigned Participant shall advise such Participant's clients of such removal.

208 - Death of a Participant

Participation in the MLS may be transferred upon the death of a Participant. In the event of the death of a Participant, the Board of Managers shall set reasonable conditions enabling a replacement to become a Participant in the Service. Such conditions should be designed to allow the deceased Participant's office to continue to receive listings during the time period necessary for the members of the family or partner of such deceased Participant to otherwise qualify for active participation in the MLS.

209 - Suspension or Expulsion from the MLS

209.1 - A Participant may be suspended or expelled from the MLS for violation of these Rules and Procedures only after a hearing conducted by the Board of Managers or the Rules Enforcement Committee, impaneled by the Board of Managers for that purpose. (NAR MANDATE 1.14)

209.2 - A Participant may be suspended or expelled from the MLS by action of the Board of Managers upon failure to pay dues, fees, penalties, and/or assessments due the MLS. (NAR MANDATE 1.14)

209.3 - Suspension of a Participant from the MLS shall suspend Participant's right to access the MLS system and to submit listings during the suspension period, but the Participant shall otherwise be fully bound to perform all duties pursuant to the MLS Rules and MLS Policies. (NAR MANDATE 1.13)

209.4 - When a Participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, their applicable Realtor® Association Bylaws, MLS Policies, MLS Rules and Procedures, or any other membership obligation **except for failure to pay appropriate dues, fees, or changes**, all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in

the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant shall be advised, in writing, of the intended removal so that the suspended Participant may advise his clients. (NAR MANDATE 1.13)

209.5 - When a Participant is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS policies, MLS Rules and Procedures, or other membership obligations except failure to pay appropriate dues, fees, or charges), all Listings currently filed with the MLS by the expelled Participant shall, at the Participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the Listing Agreement in effect when the expulsion became effective. If a Participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS Compilation of current listing information. Prior to any removal of an expelled Participant's Listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients. (NAR MANDATE 1.14)

210 - Reinstatement

A former Participant who was expelled for non-payment of fiscal obligations may be reinstated, subject to the requirements and provisions of Rule 202, and provided the Participant satisfies all outstanding financial obligations owed to the MLS. Upon reinstatement, the Participant will be entitled to all of the benefits of being a Participant of the MLS. The Fee for reinstatement is set forth in Section 11, hereof.

211 - Annual Participation Fee & Waivers

211.1 - The annual participation fee of each Participant shall be an amount equal to the amount set by the Board of Managers times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the fiscal year of the MLS. Fees shall be prorated on a monthly basis.

211.2 - Participants have the option, however, to receive a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate they have a subscription to a different MLS or CIE where their principal broker participates. The

MLS shall require that Participant to sign a Certification of Non-Use of its MLS Services by such applicable licensees (called "Application Form for Waiver of MLS Subscriber Fees"), which includes penalties and a waiver of termination if the certification is violated. (NAR MANDATE 6)

Section 3: Administration of Listings

301 - Permitted Types of Listings

301.1 - Listing Agreements

Only Exclusive Listings for Property shall be taken by Participants for dissemination through the Multiple Listing Service. Such Property may be located within or outside of the MLS Service Area. No provision of these Rules shall be construed to require any Participant to take only Exclusive Listings, and the type of listing agreement shall be freely negotiable between the Listing Participant and such a person's principal. The terms Exclusive Listings and Property are defined in Section 1, hereof. (NAR MANDATE 1)

301.2 - Required Disclosures to Seller

Participants must disclose to prospective sellers in conspicuous language that broker commissions are not set by law and are fully negotiable (i) in their listing agreement or (ii) in pre-closing documents, if any, unless (i) or (ii) are a government-specified form. With government-specified forms, Participants must include a separate written disclosure statement with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable. Listing Participants must conspicuously disclose to sellers, and obtain the seller's authority, for any payment or offer of payment that the listing broker or seller will make to another broker, agent, or other representative (e.g., real estate attorney) acting for buyers; and such disclosure must be in writing, be provided in advance of any payment or agreement to pay to another broker acting for buyer and specify the amount or rate of any such payment.

302 - Mandatory Entry of Listings

302.1 - Listing Agreements

Participants shall enter into the MLS database all Exclusive Listings of Property located within the MLS Service Area (including "Coming Soon" listings, see Rule 302.3 below) before midnight of the day after their Listing Date, or before midnight of such later date as set forth in the Listing Agreement. Participants shall have the option of inputting Exclusive Listings of Property located outside of the MLS Service Area, which were taken by the Participant's main or branch offices. (NAR MANDATE 1.12)

302.2 - NAR Clear Cooperation Policy

a. Within one (1) business day after a property is publicly marketed, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, any activity that makes the property available to the general public or to multiple brokers through a single communication or broadly distributed promotion. Examples include flyers displayed in windows, yard signs, advertising on public-facing websites, brokerage website displays (including IDX and VOW), digital communications marketing such as email distributions, multi-brokerage listing sharing networks, applications available to the general public, or any similar form of public promotion. Individual, one-to-one communications between a listing broker and another broker regarding a specific property do not constitute public marketing. (NAR MANDATE 8, updated 11/11/19)

b. Commercial, nonresidential, properties are not subject to this rule.

c. All residential property classes are subject to this rule, including the following:

(1) residential one- to four- (1-4) family homes (but not residential properties with five (5) or more units), AND

(2) residential cooperative apartments, condominiums, units in a homeowner's association (HOA), townhouses, mobile homes, AND

(3) residential rentals, AND

(4) vacant land that is zoned only for residential development

302.3 - "COMING SOON- NO SHOWINGS" Status

a. Purpose

The purpose of the "Coming Soon – No Showings" status (or "Coming Soon") is to allow a short period of time in order to prepare a property for showings, after which time the listing will become fully Active and available for showings. During the "Coming Soon" period, the seller and listing broker may not promote, market, or advertise the property in any manner other than as provided in Rule 302.3, herein. All other MLS Rules shall apply to "Coming Soon" listings, as appropriate, and violations of these "Coming Soon" Rules shall be subject to the Rules Enforcement provisions of Section 9, herein.

b. Owner's Written Instructions

The property owner must give specific written instructions in the listing agreement, or in a separate rider, that the Participants shall enter the listing into the MLS Database using the temporary "Coming Soon" status. Such instructions must be signed, shall indicate the "On Market Date", and shall include a disclosure to the owner of what the "Coming Soon" status means.

c. 14-Day Maximum Time Period from the Listing Date:

(1) The listing must be originally entered as a “Coming Soon” listing. The status of a listing may not be changed to “Coming Soon” from any other status.

(2) The “Coming Soon” status is limited to a maximum of fourteen (14) days, beginning from the Listing Date, and it cannot be extended.

(3) The “On Market Date” (OMD) shall be entered into the MLS database upon entry of the listing (it can be no later than fifteen (15) days after the listing date).

d. Conversion to an Active Listing

(1) The “Coming Soon” status shall be automatically converted to a public, Active status, on the “On Market Date”.

(2) The Participant or Subscriber may change the listing to Active status at the time prior to the “On Market Date”.

(3) If the listing cannot be shown on the “On Market Date”, then the listing status must be changed to “Temporarily Off the Market” (TOM) on the “On Market Date”, in accordance with Rule 404.3 herein.

(4) The listing’s “Days on Market” (DOM) will start when the listing is converted to Active status (regardless of whether it is then changed to TOM).

(5) Once the listing status is changed from “Coming Soon” to Active status, it cannot revert to “Coming Soon” status.

e. No Showings

(1) Listings with a “Coming Soon” status shall not be shown by – including the listing agent and office – unless and until its status has been changed to Active.

(2) Listings with a “Coming Soon” status are permitted to have Open House dates set in advance, and advance showings scheduled, but only if they are for dates when the listing will have an Active status.

f. Internet Exposure

“Coming Soon” listings will be displayed only in the MLS system and will be included in the MLS data feeds for display on IDX and VOW websites and mobile apps.

(1) The MLS will not, nor are any Participants or Subscribers permitted to, syndicate “Coming Soon” listings to advertising websites.

(2) Except as provided in this Rule 302.3, “Coming Soon” listings may not appear on any other websites, or on the internet in any other way, except that social media postings are permitted. “Coming Soon” listings are

therefore allowed to be displayed to the general public only on the following types of websites:

i. on the Listing Participant's own website, including any client portals connected to such websites,

ii. on other Participants' websites via IDX/VOW, including any client portals connected to such websites,

iii. on social media postings, AND

iv. on any website of the MLS.

(3) When appearing on any website, or in a social media posting, the listing must be accompanied by a notice stating that it is "Coming Soon", along with the On Market Date.

g. Other Marketing Exposure

"Coming Soon" listings shall not be advertised or displayed in any manner other than the Internet Exposure set forth in this Rule 302.3(f) above, and as follows:

(1) By placing a sign at the property, accompanied by a notice stating that it is "Coming Soon".

(2) By a printed flyer, accompanied by a notice stating that it is "Coming Soon", along with the On Market Date.

(3) By email accompanied by a notice stating that it is "Coming Soon", along with the On Market Date.

303 - Submission of Documentation to the MLS

303.1 - Submission of Requested Documents

MLS reserves the right to request documentation to audit a listing and confirm compliance with these Rules. Requested documents must be received by the MLS within the timeframe specified in the request or elsewhere in these Rules. Failure to comply with the applicable deadline will result in an automatic fine as outlined in the Automatic Fine Schedule.

303.2 - Office Exclusive Listings

Office Exclusive listings shall be submitted to the MLS before midnight of the day after their Listing Date.

The listing Participant must obtain a duly-signed "Office Exclusive Seller Disclosure" from all sellers of the property acknowledging their instruction that the listing not be disseminated through the MLS.

The signed disclosure must be retained by the Participant and provided to the MLS upon request in accordance with Rule 303.1. (NAR MANDATE 1.12)

304 - Listing Separate Properties

All Properties which are sold separately must be listed separately. When part of a listed Property has been sold, the remainder of the Property shall be re-listed, and notice of such partial sale shall be given to the MLS.

305 - Property Classes

305.1 - Single Property Class

Properties may be listed using only a single property class, with only the following two (2) exceptions, either:

a. Residential and Commercial Properties that are for sale as well as for rent; in which case:

(1) At the time that a contract for the sale or lease of the Property is executed, the Participant:

a. must change the status of the operative listing to “Pending” (in the case of a sale), or to “Rented” (in the case of a rental), AND
b. must change the status of the non-operative listing to “Canceled”, AND

(2) In the case of a closed sale, only the operative Listing may have a status of “Sold”, the non-operative Listing must remain “Canceled”;

b. Residential Properties that are for sale and may also be sold as vacant land, or for potential subdivision, or as “to be built” in which case;

(1) At the time that a contract for the sale of the Property is executed, the Participant:

a. must change the status of the operative listing to “Pending”, AND
b. must change the state of the non-operative listing to “Canceled”, AND

(2) In the case of a closed sale, only the operative Listing may have a status of “Sold”, the non-operative Listing must remain “Canceled”.

305.2 - Businesses

For the “business” property class, the following shall apply: the Listing must disclose if there is included or optionally included any interest in real estate; and if the Listing does not include an interest in real estate, then there shall be no address public record link.

306 - Accurate Listing Information

306.1 - Substantially Complete and Accurate Information

All Listings shall be substantially complete and accurate at the time the Listing is submitted to the person authorized to list the Property for signature, and at the time it is entered and submitted to the MLS. It must include the full gross listing price, a

definite expiration date, Parcel ID, approximate interior square footage where publicly available, and all information required by the MLS.

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (NAR MANDATE 1.6, 1.7, 1.11, 1.16)

Participants must ensure that all Listings submitted to the MLS comply with all applicable federal, state, local laws and regulations, and these Rules.

306.2 - Participant/Subscriber Contact Information

All Listings shall include the name, active phone number, and active email address of the Participant(s) and Subscriber(s) responsible for the Listing, and that contact information shall be reflected solely in those fields specifically designated by the MLS for such purpose.

306.3 - Proper Use of Data Fields

Data fields may only contain information which pertains to that particular data field. For example: "Floor Plans" may only contain rooms or appliances on each floor, the "Section/Area" is for the neighborhood where the Property is located, the "Handicap Description" shall only describe features which make the property handicap accessible etc.

a. Participants and Subscribers shall not insert any contact or "Other Identifying Information" (as defined herein) in any field not specifically designated by the MLS for such information.

b. The "Public Remarks" field is for describing the physical characteristics of the Property, its location, and any lawful seller's instructions concerning a proposed transaction. It may not contain contact or Other Identifying Information of any person or entity related to any proposed transaction, status information, showing instructions, offer procedures, property addresses, open houses, or any other notation intended for agents. Any improper information in the Public Remarks field will result in the entire field being deleted, and the imposition of a fine as set forth in Section 11.

c. The Agent Remarks may not contain any conditions, limitations, or instructions that could violate NYS license law, anti-trust law, or are contrary to the spirit of cooperation. Any improper information in the Agent Remarks field will result in the entire field being deleted, and the imposition of a fine as set forth in Section 11.

d. No field, photo, attachment, or supplement file on a listing in the Service may include an offer of compensation from seller or listing broker to

cooperating brokers or an offer of a seller concession that is limited to or conditioned on the retention of or payment to any other brokerage.

306.4 - Correct Zip Code

A property must be listed in the correct zip code of the legal address and may only be listed one time per class of property.

306.5 - Exclusive Agency Listings

Exclusive Agency Listings shall be indicated by a notation in the appropriate data field.

306.6 - Buyer Exclusions

Listings which have buyer exclusions shall be indicated in the appropriate data field.

306.7 - Disclosure of Contingencies

In order to put all Participants on notice, any contingency or conditions of any term applicable to a listing shall be disclosed in the applicable field when the listing is entered in the MLS database, or immediately upon it becoming reasonably apparent.

306.8 - Disclosure of the Owner's True Name

No listing may be submitted to the MLS for publication without revealing the true name of the Owner of the property offered.

a. In the event the Owner directs the Listing Agent to withhold his or her name, the Listing Agent may insert the words "Name Withheld" in the listing data form in lieu of the Owner's true name.

b. The listing shall be published by the MLS only if:

(1) the Listing Agreement specifically instructs the Listing Agent to insert "Name Withheld", or

(2) a separate written communication is submitted to the MLS, together with the Listing Agreement, directing the Listing Agent to use "Name Withheld" in lieu of the Owner's name.

c. In all cases, the Listing Agreement, Office Exclusive Listing Agreement, Office Exclusive Seller Disclosure, or any supplemental writing must include the Owner's actual signature and must be retained by the Listing Participant and provided to the MLS upon request in accordance with Rule 303.1.

306.9 - Disclosure of Participant/Subscriber's Ownership Interest

If a Participant or Subscriber, or any licensee (or licensed or certified appraiser) affiliated with a Participant, has any ownership interest in a Property, the listing of which is to be disseminated through the MLS, such ownership shall be disclosed by a notation in the appropriate field in the MLS system. (NAR MANDATE 5.1)

306.10 - “To Be Built” Listings

Listings for properties that are “to be built” or are not substantially complete, must be for a specific, single lot and property (or a group being sold together), must disclose any lot-specific premiums, and must state in the Property Description field that the Property is (as applicable) “TO BE BUILT, may have additions to price for customization, the taxes are not known at this time, and the attached photos are computer-generated images and not actual photographs, they are just depictions as to what the property may look like.” When closed, the listing must be edited to reflect the actual property description and contract terms per the contract.

307 - Accurate Images and Attachments

307.1 - All images, documents, and Other Information that are attached to a Listing, including by link or reference, or which are otherwise submitted for publication in the MLS Compilation, or in any other media, electronic or otherwise, must accurately reflect only information or descriptions of the listed Property, and must not include any contact or other identifying Information.

307.2 - Photographs and images shall not be manipulated in any way so as to obscure in whole or in part the MLS logo, any MLS copyright notice or symbol, or any other MLS identifying information of any kind.

308 - Manipulation of Listing Data is Prohibited

308.1 - Participants shall not manipulate Listing data or enter or alter Listing data in such a manner so as to prevent a proper history from attaching to the Listing.

308.2 - In order to maintain consistency in the appearance of all Listings in the MLS Compilation, no Participant may use computer programming or other techniques, including HTML programming, scripting, special fonts, bold or colored text, or other special graphic elements to be displayed or to affect the display of any information in the MLS Compilation, or to be otherwise reflected in the MLS database.

309 - Photograph Required

309.1 - All listings, except for businesses for sale or rent, must include at least one front, exterior photograph of the Property, which must be attached to the listing within twenty-four (24) hours of the listing being entered into the MLS System.

309.2 - Principals who do not want any photographs published on their listing must indicate that instruction in writing, and the listing agent or Participant must submit that written instruction to the MLS within twenty-four (24) hours of the listing being entered into the System.

309.3 - One front, exterior photograph of the Property is required regardless of the listing status (Active, Temporarily Off the Market, Sold, Canceled, Withdrawn, Expired, etc.).

309.4 - Upon closing, the primary (first) photograph must be the exterior front of the Property.

309.5 - Once a listing is no longer Active, other than “Coming Soon” or “Temporarily Off the Market” listings, photos may not be deleted.

310 - Listing Contract Changes and Modifications

310.1 - Automatic Expiration of Listings

Listings filed with the MLS will be automatically removed from the MLS Compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. The Expiration Date (and Extended Expiration Dates) of all Listings shall be published in the MLS database.

310.2 - Extensions

A Listing may be extended for up to thirty (30) days after its expiration with only a duly signed extension form. After thirty (30) days have passed, however, the original listing cannot be extended; it must be entered as a new listing accompanied by a new listing agreement and entered and submitted in the same manner as a new listing. If a new listing agreement is signed during the 30-day period after expiration, then it also must be entered into and submitted as a new listing (even if it is with the same listing broker).

310.3 - Listing Contract Changes

All price changes, extensions, renewals, withdrawals, or cancellations of any listing contract must:

a. be in writing and signed by the Listing Participant’s principal, AND

b. identify the Property, AND

c. be entered into the MLS database within twenty-four (24) hours after its effective date. (NAR MANDATE 1.4, 1.5, 1.10, 2.5)

310.4 - Changes that Must Be Signed by the Participant

Any withdrawal, cancellation, or reduction in the term of a Listing must be in writing and signed by the Participant or an authorized designee.

310.5 - Original Listing Date Retained

When listing information is changed or if the Property is re-listed by the same listing broker before the original expiration or extended expiration date of the original listing, and the Property Class remains the same, then the listing shall retain its original listing date. The only exception to this is if the listing was Cancelled, then in this case a new listing

agreement must be signed and a new listing entered into the service with the new listing date.

311 - Reporting of Closings and Status Changes

311.1 - The Listing Participant is responsible for the timely and accurate filing of sales and closing information with the MLS. (NAR MANDATE 2.5, NOTE2)

311.2 - A status change to "Pending" must be entered into the MLS database within twenty-four (24) hours of the contract being signed by all parties.

311.3 - A status change to "Closed" must be entered into the MLS database within twenty-four (24) hours of the closing.

311.4 - Cancellations of contracts shall be reported by the Cooperating Participant to the Listing Participant immediately. The Listing Participant shall enter the cancellation into the database within twenty-four (24) hours. (NAR MANDATE 2.7)

312 - Disclosure of Potential Short Sales

312.1 - Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the Listing Participants. (NAR MANDATE 5.01, OPTION 2)

313 - Disclosure of Auction Listings

313.1 - Only auction listings which comply with these Rules, including, but not limited to the definitions and Rules concerning Withdrawals, Cancellations, and the Disclosure of Contingencies, may be submitted to the MLS.

313.2 - Auction listings entered into the MLS database shall have Listing Agreements as required under these Rules and be clearly labeled as auction listings in the Special Listing Conditions field, and provide all the terms and conditions of the auction in the Private Remarks field.

313.3 - Auction listings shall further specify the following, none of which shall appear in a listing's Public Remarks:

a. The list price, which shall be seller's minimum acceptable bid price;

b. Whether the auction is being conducted with or without the seller's right of reservation;

c. The date, time, and place of the auction;

d. All required procedures for Participants/Subscribers to register their representation of a potential bidder;

e. The amount of the buyer's premium, if any;

f. The time or manner in which potential bidders may inspect the listed property;

g. Whether or not the seller will accept a purchase offer prior to the scheduled auction; AND

h. Any other material rules or procedures for the auction.

314 - Contract Vendee Listings

314.1 - The MLS will accept Contract Vendee Listings (i.e., Listings of Properties in which the "Contract Vendee" does not in fact own the Property, but rather, is in contract to purchase the Property) provided that the underlying purchase contract is unconditional, or has conditions which are disclosed in the Listing.

314.2 - In order for a Contract Vendee Listing to be disseminated by the MLS, the following requirements shall be complied with by the Listing Participant:

a. The "Contract Vendee" for the Property must have an unconditional contract signed by the current owner authorizing the marketing of the Property for resale by the Contract Vendee.

b. The "Owner's Name" shall be entered in the MLS database and shall be designated as being a Contract Vendee.

314.3 - In the event a Property has been entered into the MLS database on behalf of the owner and it is the subject of an unconditional contract, and the purchaser identified in said contract (or any person or entity acting under the authority of said purchaser) wishes to list the Property as a Contract Vendee with a Listing Participant, then the status of the original owner's Listing must be changed to "Pending". This will ensure that the same Property is not offered on behalf of the owner and the Contract Vendee through the MLS at the same time.

315 - Auction Terms of Sale Listings

315.1 - The MLS will accept "Auction Terms of Sale" listings (i.e., Listings of Properties in which the winning bidder at a foreclosure auction has received the Terms of Sale issued by the court, which gives that bidder the right and obligation to buy that Property at the bid price). This means the winning bidder does not in fact own the Property, but rather, has a legal right to purchase the Property pursuant to law and the court-issued Terms of Sale from the auction.

315.2 - In order for an Auction Terms of Sale Listing to be disseminated by the MLS, the following requirements shall be complied with by the Listing Participant:

a. The winning bidder for the Property must have received court-issued Terms of Sale for the Property.

b. The “Owner’s Name” shall be entered in the MLS database and shall be designated as an owner pursuant to “Auction Terms of Sale”.

315.3 - In the event a Property has been entered into the MLS database on behalf of the owner and it is the subject of a sale at a court-ordered auction, but title has not yet been transferred to the winning bidder who wishes to list the Property as an “Auction Terms of Sale” Listing with a Listing Participant, then the status of the original owner’s Listing must be changed to “Canceled”. This will ensure that the same Property is not offered on behalf of the original owner and the winning bidder through the MLS at the same time.

316 - Office Exclusive Listings

316.1 - A Participant may accept a listing which provides for an Exclusive Right to Sell or Exclusive Agency with the Participant’s office, provided the Participant or a salesperson in the Participant’s office has informed the homeowner about the benefits of the MLS, and the homeowner acknowledges same in writing. The Participant will submit the Office Exclusive listing to the Service pursuant to Rule 303.1.

The Participant must obtain a signed acknowledgment from the seller confirming the seller’s informed decision to withhold the listing from the MLS (the “Office Exclusive Seller Disclosure”).

The Participant shall retain the signed disclosure and provide it to the MLS upon request in accordance with Rule 303.1.

Office Exclusives shall remain on file with the Service as confidential material and the details shall not be disclosed to any third party. (NAR MANDATE 1.3)

316.2 - Any exclusive listing taken by a Participant which is not submitted to the MLS for distribution to other Participants must still be recorded with the Service in accordance with Rule 303. (NAR MANDATE 1.3)

316.3 - Office Exclusives may be converted to MLS Listings only when they are Coming Soon or Active (i.e., they are available to be shown and purchased). They cannot be converted from an Inactive Status (e.g. Pending or Closed).

316.4 - Rule 404 (Showings) applies to Office Exclusive listings when the cooperating broker/agent is a buyer agent, with the following exceptions:

a. Rule 404.2 (Property Must be Available to be Shown Within Twenty-Four (24) Hours of Listing) is modified as follows for Office Exclusive Listings:

“Office Exclusive listings taken by a Participant shall be available to be shown and purchased (or rented) within a twenty-four (24) hour period from the effective date of the listing, unless the Participant has received written contrary instructions from the Owner.”

b. Rule 404.3 (Temporarily Off the Market) does not apply.

317 - Co-Exclusive Agents

In the event that two (2) Participants of the MLS are appointed as Co-Exclusive Agents by an Owner of Property, the two (2) Participants shall be required to submit the Co-Exclusive Listing Agreement required by these Rules, or an addendum developed by the Participant and approved by the MLS staff counsel, setting forth:

a. which of the Co-Exclusive Agents has been designated as the "Listing Input Agent" for the purpose of maintaining the listing while it is in the MLS database; AND

b. that the Co-Exclusive Agents have agreed that there will be mutual consultation and agreement before the "Listing Input Agent" makes any changes or modifications to the listing data submitted to the MLS; AND

c. that both Co-Exclusive Agents acknowledge that the MLS will be bound by the instructions of the Listing Input Agent until any dispute or disagreement is resolved through any appropriate forum, including by hearing of an Arbitration or Ethics Panel of the appropriate Local REALTOR® Board, or the Rules Committee of the MLS.

Under no circumstances may a co-exclusive listing be entered into the MLS database more than once. An owner cannot direct two (2) or more co-exclusive agents to enter two (2) or more separate listings.

318 - Improper Solicitation of Listings

No multiple listing shall be solicited by any Participant other than the Listing Participant until after the expiration of the original listing, or as otherwise permitted by Article 16 of the NAR Code of Ethics, its Standard of Practice, and its Case Interpretations. (NAR MANDATE 4.3)

319 - Refusal of Unacceptable Listings

319.1 - The MLS reserves the right to refuse to accept any listing contract which fails to adequately protect the interests of the Public or the Participants. (NAR MANDATE 1, NOTE 1)

319.2 - The MLS reserves the right to require a minimum standard amount of information to be submitted in order for any listing to appear in the MLS system and to amend or modify this requirement from time to time as directed by the Board of Managers. (NAR MANDATE 1, NOTE 1)

319.3 - No listing agreement to be submitted to the Service shall contain language which directly or indirectly establishes, attempts to establish, or indicates that a contractual relationship exists, or is intended to exist between the MLS and the owner or owners of the property. (NAR MANDATE 1, NOTE 1)

319.4 - All listings to be submitted to the Service must contain a written authorization by the owner(s) of the property to appoint MLS Participants as Cooperating Brokers.

319.5 - Net listings are not legal in the State of New York and therefore are not acceptable.

319.6 - The property data form or section of all listings to be submitted to the Service, for input by the Service, must be in the approved format. All listings not in approved format will not be accepted by the MLS and will be returned to the Participant for correction and/or completion. Nonetheless, the MLS staff in its sole discretion may include such a technically incomplete or incorrect listing in the MLS database. (NAR MANDATE 1, NOTE 1)

320 - Participant Shall Hold MLS Harmless from Inaccuracies

The information published and disseminated by the MLS is communicated verbatim, without change by the MLS, as filed with the MLS by the Participant and Subscribers. The MLS does not verify the information provided and disclaims any responsibility for its accuracy. Each Participant who submits listing content to the MLS agrees to defend and hold the MLS and every other Participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. Each Participant shall verify the information published by the MLS as provided by the Participant and its Subscribers and shall promptly enter any required corrections into the MLS database. Responsibility for the accuracy of such information shall always remain solely with the Participant.

Section 4: Showings, Offers, and Negotiations

401 - Delegation of Obligations

A Participant may elect to act either through his or herself or through an agent, employee, or independent contractor. Thus, unless otherwise prohibited by law, a Participant may delegate their responsibilities under these Rules to any such agent, employee, or independent contractor. Any such delegation, however, shall in no way lessen the primary responsibility of the Participant to at all times act in accordance with these Rules.

402 - Fair Dealing with Cooperating Participants; Disclosures; Required Buyer Agreement

402.1 - Fair Dealing Among Participants

It is the obligation of the Listing Participant to protect the rights and interests of the Participant's client, but this obligation does not relieve the Listing Participant from the obligation to deal fairly with the Cooperating Participants and Subscribers.

402.2 - Disclosures to Prospective Buyers

Participants must disclose to prospective buyers with whom they work in conspicuous language that broker commissions are not set by law and are fully negotiable (i) in the Participant's agreement with the buyer, or (ii) in pre-closing documents, if any, unless (i) or (ii) are a government-specified form. With

government-specified forms, Participants must include a separate written disclosure statement with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable.

402.3 - Written Buyer Agreement Required

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

a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.

b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.

c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer.

403 - Showing Requests and Offers Shall be Made through the Listing Broker

403.1 - Standard Procedure

Showing requests and the presentation of offers shall be made through the Listing Broker, in accordance with the Showing and Offer Presentation instructions set forth in the Listing.

403.2 - Exceptions

Arrangements with the seller for the showing of Listed Property, or for the presentation of offers, or for negotiations concerning a Listed Property, shall be conducted through the Listing broker, except;

a. In the event the listing agreement authorizes the other Broker Participants and Real Estate Subscribers to negotiate directly with the Principal (seller/lessor), the following must be adhered to:

i. The MLS database field “Negotiate Through” must have been set to “Seller”.

404 - Access to Listings for Showings

404.1 - Participants Must Cooperate with Showings

Participants are required to provide reasonable access to all Listings and to assist other Participants with the showing of their Listings.

404.2 - "No More Showings"

No Listing may be entered in the MLS database, if at the time of entry its status is "no more showings." The MLS shall, upon notice to the Participant, cause any Listing that is in violation of this provision to be deleted.

404.3 - Temporarily Off the Market (TOM)

If a Listing cannot be shown for three (3) or more days, its status must be changed to "Temporarily Off the Market" (otherwise known as "TOM"), which is not an "Active" status. This includes listings where there is an "Acceptable Offer, with No More Showings," or there are "no more showings" for any other reason unless the listing is Pending, Sold, Cancelled, or Withdrawn.

404.4 - Immediate Arrangement of Showings

The Listing Broker, or whomever responds to a showing request pursuant to the Showing Instructions set forth in the Listing, whether licensed or unlicensed, must be capable of immediately attempting to schedule a showing. Unless verifiable circumstances beyond the control of the Listing Broker are presented, "immediately" in this context shall mean within twenty-four (24) hours of receiving said request.

404.5 - Owner's Instructions Must Be in Writing

Any instructions by an owner to the Listing Broker restricting showings or access to a Property must be in writing and signed by the owner, or be a Verifiable Electronic Communication. Such instructions must be described in the "Showing Instructions" field.

Such instructions also must be on file with the Listing Broker and be accessible to anyone responding to showing requests for that Listing. The Listing Broker shall provide a copy of such instructions immediately upon the request of any Cooperating Broker.

If said instructions are not provided to the Cooperating Broker, the Cooperating Broker may contact MLS Compliance Staff for assistance.

404.6 - Disclosure of Status and Existing Offers

When contacted by a Cooperating Broker for the status of a property, the listing broker must provide accurate information regarding whether the property is available for showing or not. The Listing Broker should obtain written permission from the owner before providing any information concerning the existence of any other offers, such as whether there is an acceptable offer, multiple offers, a half-signed contract, etc.

405 - Lockbox System

405.1 - Lockboxes

The MLS has a lockbox system that it makes available for optional use by Participants. If a Participant would like to participate in the lockbox system, the Participant shall execute and deliver to the MLS any and all agreements which may be reasonably required by the Board

of Managers regarding the participation and use of the lockbox system, including any authorized user agreements.

405.2 - Eligibility

Every MLS Participant and Subscriber is eligible to hold a lockbox key subject to the execution of an Authorized User Agreement ("User Agreement") between the Participant/Subscriber and the MLS. The MLS may refuse to sell or lease access devices or terminate any existing access device agreement and/or may refuse to activate or reactivate any access device held by an individual convicted of a felony or misdemeanor if the crime, in the sole determination of the MLS, relates to the real estate business or places clients, customers, or other real estate professionals at risk.

405.3 - Liability for Compromising the Lockbox System

No Participant or Subscriber shall be required to lease an access device or utilize the lockbox system made available by the MLS. In the event of a violation of these Rules and Regulations, the Participant or Subscriber shall be fully liable for the cost of re-establishing the security of the lockbox system if it is determined that the security has been compromised through the negligence or fault of any holder of any access device issued to such person.

405.4 - Written Authorization Required

A lockbox may not be placed on a property without written authorization from the owner of the property or a person authorized on behalf of the owner, to authorize the affixing of a lockbox to the premises. The authority to place a lockbox on the property may be set forth in the exclusive listing agreement between the listing agent and the owner or in a separate document created specifically for each purpose.

405.5 - Lost or Stolen Access Devices

Each Participant, and the Subscribers affiliated with them, shall be jointly and severally obligated to immediately notify the MLS of any lost, stolen, or otherwise unaccountable access device. Such notification shall be made by acknowledged facsimile transmission or by certified mail, return receipt requested. Such notification shall be made within three (3) days of the discovery of the lost, stolen or otherwise unaccountable access device.

405.6 - Ownership of Access Device

Any access device issued to a Participant or Subscriber shall remain the sole property of the manufacturer of the access device system and/or the MLS.

405.7 - Right of MLS to Replace Access Devices

The manufacturer of the lockbox system and the access devices and the MLS reserve the right to replace the access devices utilized by the MLS and its authorized Participants and Subscribers with replacement access devices at any time and for any reason. Each Participant and Subscriber shall promptly comply with all requests to make such exchanges whenever necessary. In the event that any holder of an access device or lockbox ceases to

be affiliated with the MLS, such person(s) agrees to return the access device and related equipment to the MLS within five (5) days of the termination of such affiliation.

Participants and Subscribers shall return to the MLS any access device issued to them within the earlier of:

a. forty-eight (48) hours of the receipt of a request to do so by MLS or by the manufacturer of such system, OR

b. within five (5) working days after the occurrence of any of the following events:

(1) the termination of a Participant as a Participant of the MLS;

(2) the termination of any Subscriber's affiliation with a Participant for any reason;

(3) the failure of the Participant and/or Subscriber to perform in accordance with any and all terms and conditions set forth in the User Agreement; OR

(4) the death of the Participant or Subscriber.

405.8 - Maintaining Security

a. Each Participant and Subscriber shall be made aware that it is essential to maintain the security of the access devices issued to such persons in order to prevent their unauthorized use by any person not so authorized. Participants and Subscribers shall be prohibited from providing access codes to other Participants and Subscribers who have neglected to purchase access to the lockbox system, however, access to listed properties secured by an MLS lockbox device must still be granted either by the listing agent accompanying the showing agent, client, or customer, or by making a physical key available, or by some other means.

b. Participants and Subscribers duly leasing an MLS lockbox device shall:

(1) Keep the access device in the Participant/Subscriber's possession or in a safe place at all times.

(2) Not allow his or her personal identification (PIN) to be attached to the access device or disclosed to any third party.

(3) Not loan the access device to any person for any purpose whatsoever, or to permit the access device be used for any purpose by any other person.

(4) Not duplicate the access device or allow any person to do so.

(5) Not assign, transfer, or pledge the rights of the Participant/Subscriber in connection with the use of the access device.

(6) Notify the MLS within three (3) days of the loss or theft of an access device. The Participant and/or Subscriber shall sign and deliver a statement to the MLS with respect to the circumstances surrounding the loss or theft of any access device. The

MLS shall charge for the replacement of any access device which is lost or damaged.

(7) Follow all additional security procedures as reasonably specified by the MLS.

405.9 - Replacement of Access Devices

Replacement access devices will be issued to any Participant or Subscriber who authorizes such replacement and who has:

a. complied with these Rules, Procedures, and Policies of the MLS with respect to the lockbox system; AND

b. paid a fee and/or deposit specified by the MLS to replace an access device that was lost, stolen, damaged, or defective.

405.10 - Subject to Professional Standards Proceedings

Participants and Subscribers duly leasing an MLS lockbox device, shall be subject to the fines set forth in these Rules, as well as to the REALTOR® Code of Ethics as enforced by the Stakeholder Association's Professional Standards Committee, for the violation of any provision of these Rules or any User Agreement. The penalty for such a violation may also include the forfeiture of any access device and the Participant's and/or Subscriber's right to be issued an access device thereafter.

405.11 - Indemnification

Each Participant and Subscriber shall indemnify and hold the MLS and all of its respective officers, directors, and employees harmless from any and all loss, cost, expense, claims, or demands whatsoever by or against the MLS resulting from loss, use, or misuse of the lockbox system, including but not limited to, any and all liabilities including attorneys' fees incurred by them as a result of damage or injuries to the property or persons arising out of entry by any person into any premises by use of the lockbox system.

405.12 - Payment of Legal Fees

In the event that the MLS shall prevail in any legal action brought by or against the Participant and/or Subscriber to enforce the terms of these Rules and/or the User Agreement, the Participant and/or Subscriber may be assessed a reasonable amount of attorneys' fees in addition to any other relief to which any Court rules that the MLS may be entitled.

405.13 - Joint and Several Liability

Each Participant and Subscriber shall be jointly and severally liable for all duties, responsibilities, and undertakings of any person affiliated with Participant under these Rules and the User Agreement. The failure to follow the provisions of the User Agreement may result in the loss of any future privileges to utilize the lockbox system and further, could cause the MLS to recall all access devices issued to the Participant/Subscriber and/or every Subscriber affiliated with the Participant.

Section 5: No Compensation Specified on MLS Listings

501 - No MLS Control of Commission Rate or Fees Charged by Participants

The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain any division of commissions or fees or offers of compensation between cooperating Participants or between Participants and Non-Participants, or from sellers to Participants or Non-Participants. (NAR MANDATE 1.9)

502 - No Offers of Compensation Permitted in the Service

Participants, Subscribers, or their sellers are prohibited from making any offer of compensation to other Participants via the Service on any listing filed with the Service in the Service's database.

503 - No Reporting of Compensation

Participants are prohibited from disclosing on the Service the amount of negotiated commission in listing contracts, or total brokerage compensation (i.e., the combined compensation to both listing brokers and cooperating brokers), and the Service shall not publish any commission on a listing that has been submitted to the Service by a Participant.

504 - No Support of Compensation Platforms

Any Participant's use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and will result in termination of the Participant's access to any MLS data and data feeds.

Section 6: Advertising and Use of MLS Information

601 - "For Sale" and "Sold" Signs

601.1 - Only "For Sale" signs of the Listing Broker may be placed on a property. (NAR MANDATE 4.1)

601.2 - Only the "Sold" sign of the Listing Broker may be placed on a property. Prior to closing, only the "Sold" sign of the Listing Broker may be placed on a property, unless the Listing Broker authorizes the Cooperating Broker to post such a sign. (NAR MANDATE 4.2)

601.3 - Alleged violations of Rule 601 will be referred to the Grievance Committee of the Participant's REALTOR® Board.

601.4 - MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (NAR MANDATE 4.5)

602 - Ownership of MLS Compilations and Copyrights

602.1 - By the act of submitting any Property listing content to the MLS, the Participant represents and warrants that he or she is fully authorized to license the Property listing content as contemplated by and in compliance with these Rules, and also thereby does grant to the MLS license to include the Property listing content in its copyrighted "MLS Compilation" (as defined herein) and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed Property. (NAR MANDATE 11)

602.2 - All right, title, and interest in each copy of every MLS Compilation created and copyrighted by the MLS and in the copyrights therein, shall at all times remain vested in the MLS. (NAR MANDATE 11.1)

602.3 - Each Participant shall be entitled to lease from the MLS a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one (1) copy of such compilation. The Participant shall pay for each such copy the rental fee set by the association. (NAR MANDATE 11.2)

This section should not be construed to require the Participant to lease a copy of the MLS Compilation for any licensee (or licensed or certified appraiser) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the association. (NAR MANDATE 11.2)

602.4 - Participants shall acquire by such lease only the right to use the MLS Compilation in accordance with these Rules. (NAR MANDATE 11.2)

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

One safe harbor limits the liability of an OSP that hosts a system, network, or website on which Internet users may post user-generated content. If an OSP complies with the

provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as $150,000 per work. For this reason, it is highly recommended that MLSs, Participants and Subscribers comply with the DMCA safe harbor provisions discussed herein. (NAR MANDATE 11)

To qualify for this safe harbor, the OSP must:

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

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

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

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

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

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

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information, see 17U.S.C. §512. (6/2017) (NAR MANDATE 11)

603 - Participant's Warranty

Each Participant warrants that:

a. the Participant Contribution does not infringe upon the copyright or other intellectual property rights of any third party; AND

b. the Participant has the written consent of any party necessary to provide the Participant Contribution to the MLS.

604 - Confidential Nature of MLS Listing Information

Any information provided by the Multiple Listing Service to Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. (NAR MANDATE 10)

605 - Reproductions of MLS Compilations

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

Participants, or their affiliated Subscribers, may reproduce from the MLS Compilation and distribute to prospective purchasers or tenants, a reasonable number of single copies of property Listing data contained in the MLS Compilation which relate to any properties in which the prospective purchasers or tenants are or may, in the judgment of the Participant, or such Participant's affiliated Subscribers, be interested.

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

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

605.4 - None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to Participants for real estate brokerage purposes must also be available to Participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules. (NAR MANDATE 12.2)

606 - Distribution of Listings to Non-Participants

Any listing filed with the Service shall not be made available to any non-Participant without the consent of the Listing Participant. (NAR MANDATE 4)

607 - Display of MLS Compilations

Participants, and their affiliated Subscribers, shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of listing properties for sale or rent and/or attempting to locate ready, willing, and able buyers for the properties described in said MLS Compilation. Any website that displays listing data must be under the control of the Participant or Subscriber. (NAR MANDATE 12.1)

608 - Limitations on the Use of MLS Information in Advertising

Use of information from MLS Compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS participant or in other public representations, may not be prohibited.

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

"Based on information from OneKey MLS, for the period (date) through (date)" (NAR MANDATE 13)

609 - Prohibition Against Participant Releasing Statistical Data to the Media

609.1 - No Participant shall be permitted to advertise or release MLS statistical data to the media, except that nothing herein contained shall prohibit comparative or market share advertising by any Participant that is otherwise in accordance with these Rules.

609.2 - In order to ensure the accuracy and consistency of data published in the media based upon the MLS database, the MLS reserves the sole right to release to the media data which reflects all or part of the entire MLS Service Area or which relates to aggregated data about sales activity in property types, price ranges, or statuses such as "active inventory".

609.3 - Nothing herein shall prevent any Participant from utilizing data released by the MLS by quoting same and making reference to its source after its release by the MLS.

610 - Participants Responsible for Misuse of Compilations

610.1 - Participants shall, at all times, maintain control over and responsibility for each copy of any MLS Compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other Subscribers as authorized pursuant to the governing documents of the MLS.

610.2 - Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited.

610.3 - Participants and their affiliated Subscribers shall be permitted to display, reproduce, provide copies of, and utilize any portion of the MLS compilation in their real estate sales, rental, and appraisal activities in the manner and format authorized by these MLS Rules.

610.4 - None of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law.

611 - Complaints for Unauthorized Use of Listing Content

611.1 - The complaint procedure set forth in this Rule 611 is in lieu of the standard Violations of the MLS Rules procedures established in Section 9 hereof.

611.2 - Any Participant who believes another Participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, or virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identifying the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No Participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures provided in this Rule 611.

611.3 - Upon receiving such a notice, MLS staff will send that notice to the Participant who is accused of such unauthorized use. Within ten (10) days from receipt, the Participant must either:

a. remove the allegedly unauthorized content, OR

b. provide proof to the MLS that the use is authorized. Any proof submitted will be provided to the MLS Rules and Procedures Committee (hereinafter the "Committee" in this Rule 611), and the Committee will make a decision within thirty (30) days of whether the proof establishes authority to use the listing content.

611.4 - If the Committee determines that the use of the content was unauthorized, the Committee may issue a sanction pursuant to Section 9 of these MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS Rules, that too will be considered at the time of establishing an appropriate sanction.

611.5 - If after ten (10) days following transmittal of the Committee's determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law.

611.6 - Section 611.1-611.5 does not apply to the publication or display on any Internet Data Exchange ("IDX") or Virtual Office Website ("VOW") of a listing that a seller has opted out of Internet display, or that originates from an office that has opted out of IDX participation. Such violations shall result in an Automatic Fine as set forth in Section 11 of these Rules and Procedures. Each unauthorized listing published or displayed shall be considered a separate violation.

612 - Prohibition Against the Unauthorized Use of Other Participant's Data

612.1 - Incorporation of Article 12 of the NAR Code of Ethics

Article 12 of the Code of Ethics of the National Association of Realtors®, and the Standards of Practices and case interpretations relating thereto, as the same now exists or are hereafter altered, modified, or amended, insofar as the same are relevant to Participants copying and/or publishing other Realtor's Listing information without their express consent, are incorporated into these Rules in their entirety.

612.2 - Prohibition Against Use of Another Participant's Photographs

Participants are prohibited from using the photographs of another Participant for marketing, listing, or promotional purposes (not including Comparative Market Analyses), without the prior written consent of the original Listing Participant.

613 - Changing Another Participant's Data is Prohibited

No Participant or Subscriber shall make any change, extension, withdrawal, or other modification to any Listing without authority from the Listing Participant to make such entry.

Section 7: Internet Data Exchange (IDX)

MLS GRID IDX and Rules

Section 8: Virtual Office Websites (VOW)

MLS GRID VOW Rules

Section 9: Rules Enforcement

901 - Automatic Fines for Certain Violations

901.1 - Participants who violate the MLS Rules set forth in the Schedule of Automatic Fines in Section 11 shall be required to pay the specified Automatic Fines.

901.2 - MLS Staff may impose Automatic Fines if a Staff member determines a violation has occurred.

901.3 - The amount of the Automatic Fine is not subject to Written Administrative Review, MLS Rules Hearing or appeal set forth in Section 902, but a Participant may use those processes solely to contest whether the applicable MLS Rule had been violated, and the Automatic Fine was rightfully imposed.

902 - Violations of the MLS Rules

902.1 - The MLS may, through these rules and its MLS Administrative Procedures in Section 12, impose sanctions for violations of these MLS Rules and Procedures, and other MLS governance provisions. A separate rules violation process is set forth in Rule 611 for Complaints of Unauthorized Use of Listing Content.

902.2 - Sanctions that may be imposed may consist of one or more of the following:

a. Fine not to exceed $15,000.
b. Suspension of MLS rights, privileges, and services for not less than thirty (30) days, and not more than one (1) year.
c. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

902.3 - The Board of Managers shall give consideration to all written complaints having to do with violations of these MLS Rules and Procedures. By becoming and remaining a Participant, each Participant agrees to be subject to these MLS Rules and Procedures, which shall be enforced at the sole discretion of the MLS Board of Managers and MLS Rules Enforcement Committee. (NAR MANDATE 9)

902.4 - When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently the subject of a hearing, and the original complainant does not consent to participating in the process, the MLS staff will present the complaint on behalf of the complainant.

Alleged violations involving unethical conduct shall be referred to the applicable local Realtor® Association grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the applicable local Realtor® Association. (NAR MANDATE 9.1)

902.5 - If the alleged offense is a violation of these MLS Rules and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS staff, and if a violation is determined, the MLS staff may direct the imposition of sanction in accordance with Section 902.2. Should MLS staff seek to impose a sanction of suspension or termination of MLS rights, the matter shall proceed immediately to a hearing conducted by the MLS Rules and Procedures Committee in accordance with the MLS Administrative Procedures set forth in in Section 12.

902.6 - If the Participant disagrees with a violation issued by MLS staff, then the Participant may request a Written Administrative Review before a 3-person panel of the MLS Rules and Procedures Committee. A request for a Written Administrative Review must be made in writing within thirty (30) days following receipt of the MLS staff's notice of violation.

In conducting a Written Administrative Review, the MLS Rules and Procedures Committee shall have the authority to uphold or to dismiss violations. The MLS Rules and Procedures Committee shall not have the authority to increase any sanction.

902.7 - If the Participant disagrees with the decision of the MLS Rules and Procedures Committee following a Written Administrative Review, the Participant may request a hearing before the MLS Rules and Procedures Committee by filing an MLS Rules Hearing Request within twenty (20) days after receiving the Written Administrative Review decision.

902.8 - All MLS Rules Hearings shall be conducted in accordance with the Code of Ethics and Arbitration Manual for the National Association of REALTORS® unless otherwise provided in MLS Administrative Procedures set forth in Section 12. After the MLS Rules Hearing has occurred, the hearing panel of the MLS Rules and Procedures Committee shall issue a written decision. In conducting an MLS Rules Hearing, the MLS Rules and Procedures Committee shall have the authority to uphold or reduce sanctions, or to dismisses violations. The MLS Rules and Procedures Committee shall not have the authority to increase any sanction.

902.9 - If the Participant disagrees with the decision of the hearing panel of the MLS Rules and Procedures Committee, the Participant may appeal such decision to the Board of Managers. The request for an appeal before the Board of Managers must be submitted to the MLS within ten (10) days of receipt of the MLS Rules Hearing decision. On appeal, the Board of Managers shall consider only the documentation presented to the MLS Rules and Procedures Committee during the hearing and shall render a decision based on that documentation. All decisions of the Board of Managers shall be final.

902.10 - Participants may not take legal action against another Participant for alleged rules violation(s) unless the complaining Participant has first exhausted the remedies provided in these Rules.

903 - Probation

A Participant (or user/Subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/Subscriber, where appropriate) is placed on probation, the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS Rules during the probationary period may, at the discretion of the Board of Managers, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (NAR MANDATE 7)

904 - Arbitration of Money Disputes

904.1 - Each Participant shall agree to submit to arbitration in accordance with the arbitration rules as set forth in the Bylaws of their applicable local Realtor® Association, or any addition or amendment hereafter adopted in connection with same, any and all disputes with other Participants, except for violations of these Rules, arising out of the use of the Service of his/her Participation therein.

904.2 - Any dispute which arises during a Participant's term as a Participant or which concerns the listing information which such Participant received during said term and which involves claims for money shall, to the extent applicable, be subject to arbitration in accordance with the arbitration rules as set forth in the Bylaws of their applicable local Realtor® Association. (NAR MANDATE 1.13, 15)

905 - Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the MLS Rules Enforcement Committee to the secretary of the applicable local Realtor® Association for appropriate action in accordance with the professional standards procedures established in the association's bylaws. (NAR MANDATE, 9.2)

Section 10: Miscellaneous Provisions

1001- Amendments to these MLS Rules and Procedures

Amendments to these MLS Rules and Procedures shall be by consideration and approval of the MLS Board of Managers. (NAR MANDATE 14)

1002- Headings

Headings of Rules are for convenience only and shall not be used to interpret or construe the meaning of any Rules or Procedures herein.

1003- Days

Whenever "days" are referred to in these Rules, it shall mean "calendar days".

Section 11: Automatic Fines

1101- Fine Classes

Automatic fines are assigned to one of the following classes:

Class	Base Fine
Class 1	$50.00
Class 2	$100.00
Class 3	$250.00
Class 4	$500.00
Class 5	$1,500.00
Class 6	$2,500.00

The Base Fine may be adjusted as provided under the applicable Notes in Section 1104.

1102- Referral to the MLS Rules Enforcement Committee for a Hearing

1102.1 - Excessive Repeat Violations

If a Participant, including all Subscribers affiliated with that Participant, incurs five (5) or more violations of the same Rule that carries an automatic fine within a twelve (12) month period, MLS staff may refer the current violation to the MLS Rules and Procedures Committee for a hearing in lieu of issuing the scheduled automatic fine. In those instances, the MLS Rules and Procedures Committee shall be responsible for imposing any sanction, which shall be subject to appeal to the Board of Managers.

1102.2 - Failure to Timely Correct Time-Sensitive Violations

If a violation designated with a time-sensitive escalation type remains uncorrected for five (5) days or more, MLS staff may refer the matter to the MLS Rules and Procedures Committee for a hearing instead of assessing the escalated fine. In those instances, the MLS Rules and Procedures Committee shall be responsible for imposing any sanction, which shall be subject to appeal to the Board of Managers.

1103- Schedule of Automatic Fines

Rule	Description	Class	Notes
302	Late Entry of Listings	1	A
303.1	Submission of Requested Documents	4	E
302.2	Clear Cooperation Policy	6	D
302.3	Coming Soon “No Showing” Status	4	E
306.1	Incomplete or Inaccurate Information	1	C
306.3	Improper Use of Data Fields	1	F
306.4	Incorrect Zip Code	1	F
306.7	Disclosure of Contingencies	1	C
306.8	Incorrect Owner’s Name	1	-
306.9	Disclosure of Participant/Subscriber’s Ownership Interest	1	C
306.10	“To Be Built” Listings	1	C
307	Inaccurate Image or Attachment	2	F
308	Manipulated Listing Data	2	F
309	Required Listing Photograph Missing	1	C
310.3	Improper Listing Contract Changes	3	-
310.5	Improper Re-List Date	1	-
311	Late Reporting of Status Change or Closing	2	C
403	Showing Requests and Offers Shall be Made through Listing Broker	4	-
404.2	No More Showings	3	B
404.3	Improper Temporarily Off the Market Status	3	B
404.4	Immediate Arrangement of Showings	1	C
404.5	Required Owner’s Instructions Not in Writing	4	E
502	No Offers of Compensation	3	F
611.6	Unauthorized Display of Listing Information	5	E, C

1104. Notes and Escalation Types

Each Rule listed in Section 1103 may include one or more Notes.
Notes identify additional conditions, escalation rules, or MLS authorities that apply to that Rule.
Rules without a Note are subject only to the Base Fine for the Class shown in Section 1101.

Note A: Fixed Fine (No Escalation)
Applicable to late entry of listings.
The fine is $50 if the listing is submitted one (1) to three (3) days late, and $100 if submitted more than three (3) days late.
No further escalation applies.

Note B: Time-Sensitive Escalation (Type I)
If the violation remains uncorrected:

- One (1) day: Total fine equals base fine multiplied by two (2).
- Three (3) days: Total fine equals base fine multiplied by four (4).
- Five (5) or more days: Total fine equals base fine multiplied by six (6), or referral to a hearing under Rule 1102.2.

Note C: Time-Sensitive Escalation (Type II)
If the violation remains uncorrected:

- Two (2) days: Total fine equals base fine multiplied by two (2).
- Four (4) days: Total fine equals base fine multiplied by three (3).
- Five (5) or more days: Total fine equals base fine multiplied by five (5), or referral to a hearing under Rule 1102.2.

Note D: Daily Accrual
The fine increases by one hundred dollars ($100) per day for each day the violation remains uncorrected.

Note E: Escalating Fine Structure for Repeat Offenses
The total fine shall increase based on the number of occurrences within the office as follows:

- Second offense: Base Fine multiplied by one and a half (1.5).
- Third offense: Base Fine multiplied by two (2).
- Fourth and subsequent offenses: Base Fine multiplied by three (3).

Note F: MLS Correction Authority
MLS staff may correct or delete the inappropriate data or attachment.

Section 12: MLS Administrative Procedures

1201 - MLS Rules Enforcement Committee

In January of each year, the Board of Managers shall appoint twenty-four (24) Participants to serve on the MLS Rules and Procedures Committee for a one (1) year term. Eight (8) members of the MLS Rules and Procedures Committee shall be from HGAR and sixteen (16) members shall be from LIBOR.

Members of the Rules and Procedures Committee shall be responsible for presiding over Written Administrative Reviews and all MLS hearings, including MLS Rules and Procedures Hearings.

1202 – Hearing Panels

All MLS hearings are conducted before an MLS Rules and Procedures Committee Panel ("MLS Hearing Panel"). Each MLS Hearing Panel shall be comprised of three (3) members of the MLS Rules and Procedures Committee and one (1) non-voting chair for procedural oversight. The remaining members shall be alternates. No MLS Rules and Procedures Committee member who participated in a Written Administrative Review of a matter may participate in a hearing related to that same matter.

1203 – Hearing Notice

MLS Staff shall notify the Participant of all hearing dates in writing not less than twenty-one (21) business days prior to the hearing.

Along with the notice of hearing, the MLS staff will send the Participant requesting the hearing, the names of the MLS Hearing Panel members scheduled to appear at the hearing and the list of alternates. When the Participant has good cause, the Participant may request the substitution of an alternate to sit on the MLS Hearing Panel. Substitution requests must be made at least fifteen (15) days before the hearing date. The Participant must provide a written detailed explanation for the substitution request. The MLS staff will review the request and schedule an alternate when appropriate. If the MLS staff does not hear from the Participant, it will be assumed that the scheduled panel is acceptable. Last minute emergency absences by scheduled MLS Hearing Panel members will be filled with an alternate. Any MLS Hearing Panel member may be disqualified at any time if the other MLS Hearing Panel members are made aware of any grounds of automatic disqualification or find any new or undiscovered facts which, in their judgment, may prevent, or appear to prevent, a member of the MLS Hearing Panel from rendering an impartial decision.

1204 – Request for Documents

MLS Hearing Panel members may request any documents from the Participant that are deemed relevant and necessary to the determination of the hearing. The Participant shall provide the documents requested by the MLS Hearing Panel within ten (10) days of

such request unless the Participant makes a reasonable explanation for failure to provide them.

1205 – Request for Continuance of Hearing

If the Participant fails to appear at the hearing and has not requested a continuance, the hearing shall proceed as scheduled. A continuance may be granted if approved by the MLS Hearing Panel Chairperson. A request for continuance must be made in writing to the MLS staff two (2) business days prior to the hearing date. When there is a continuance, the Participant shall be notified by the MLS staff of the rescheduled hearing date.

1206 – Request for Cancellation of Hearing

Any Participant who requested an MLS hearing may cancel the request. The request must be in writing and received by electronic transmission by 12:00 p.m. EST of the business day preceding the hearing date. The Participant waives the right to contest the fine that was the subject of said hearing.

1207 – Recording of Hearing

The MLS staff shall electronically record the hearing.

1208 – Hearing Procedures

Hearings shall be conducted electronically via videoconference. The MLS Hearing Panel shall not be bound by the rules of evidence applicable in courts of law but shall afford all parties a full opportunity to be heard, present witnesses, and offer evidence subject to its judgment as to relevance.

1209 – Hearing Decision

The MLS Hearing Panel will submit its decision in writing, signed by all panel members and chair, to the MLS staff and the Participant requesting the hearing within twenty (20) days of the hearing. If a majority of the MLS Hearing Panel finds that the MLS Rules and Procedures have been violated, the MLS Hearing Panel can affirm, or reduce the fine. If a majority of the MLS Hearing Panel finds that the MLS Rules and Procedures have not been violated, the violation shall be dismissed and no fine shall be due.

1210 – Appeal Process

A Participant may appeal a decision of the MLS Hearing Panel to the Board of Managers by submitting a written appeal and paying the administrative appeal fee established by the Board of Managers within ten (10) days after receipt of the decision. An appeal is not submitted until both the written appeal and payment have been received. Once submitted, an appeal may not be withdrawn. The Participant must attend the appeal or, if unable to attend, authorize an Office Manager affiliated with the Participant's firm to appear on the Participant's behalf.

The Board of Managers shall render its decision based solely on the recording of the hearing and the documentation presented to the MLS Hearing Panel. The administrative appeal fee shall be refunded if the Board of Managers determines that no violation of the MLS Rules

occurred. In all other cases, the Board of Managers shall have sole discretion to determine whether all, part, or none of the appeal fee will be refunded.