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Amended 5/28/2009  
Amended 7/1/2010  
Amended 9/30/2010  
Amended 11/2/11  
Amended 8/3/2012  
Amended 2/22/2013  
Amended 4/11/2013  
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Amended 01/15/2016  
Amended 3/7/2016  
Amended 01/01/17

**Northwest Ohio Real Estate Information Systems, Inc.  
(NORIS)  
Multiple Listing Service  
Rules & Regulations**

**DEFINITIONS**

"Association" or "Association of REALTORS®" or "Toledo Association" means The Toledo Regional Association of REALTORS®.

"Licensed Subscriber" or "Licensed User" means a non-principal broker, sales licensee, or licensed and certified real estate appraiser affiliated with a MLS Participant.

"MLS" or "Multiple Listing Service" means the NORIS Multiple Listing Service which is affiliated with The Toledo Regional Association of REALTORS®.

"NORIS" means Northwest Ohio Real Estate Information Systems, Inc., a wholly owned subsidiary of The Toledo Regional Association of REALTORS®.

"Participant" or "Member" means a REALTOR® principal participating in the MLS.

“Primary Jurisdiction” means the following Ohio counties: Defiance, Fulton, Hancock, Henry, Lucas, Ottawa, Paulding, Putnam, Sandusky, Seneca, Williams and Wood.

“Secondary Participant” means a Participant [i] who is a member in good standing of a REALTOR® owned and operated MLS in Ohio other than NORIS, and [ii] whose primary office is located outside of Defiance, Fulton, Henry, Lucas, Paulding, Putnam, Williams or Wood Counties.

"Subscriber" or "User" means a Licensed Subscriber, Licensed User, Unlicensed Subscriber or Unlicensed User.

"Unlicensed Subscriber" or "Unlicensed User" means an unlicensed administrative or clerical staff person, personal assistant, or individual seeking licensure or certification as a real estate appraiser who is under the direct supervision of a Participant or a Licensed Subscriber.

Any terms not defined herein shall have the meanings provided in the National Association of REALTORS® Handbook on Multiple Listing Policy, as amended from time to time.

## **LISTING PROCEDURES**

**Section 1 – LISTING PROCEDURES:** Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, located within the Primary Jurisdiction of the Multiple Listing Service and are taken by Participants on Exclusive Right to Sell and Exclusive Agency shall be delivered to the Multiple Listing Service within five (5) calendar days and failure to do so will result in the imposition of an immediate fine as set forth in Section 7(b):

- (a) Single family homes and condominiums for sale or exchange.
- (b) Vacant lots and acreages for sale or exchange.
- (c) Two-family, three-family and four-family residential buildings for sale or exchange.
- (d) Farms

**NOTE:** Upon request, all supporting documentation related to a listing, including but not limited to a listing agreement or change form with seller(s) signature, must be submitted to the MLS within 24 hours.

Listings of the following types may be entered into the Multiple Listing Service if the Participant desires.

- (e) Commercial or industrial.
- (f) Mobile homes (non-motorized)
- (g) Rent/Lease

However, if these listings are entered into the Multiple Listing Service they must be entered within the time period as stipulated above for types (a), (b), (c), and (d).

Types (a), (b), (c) and (d) are mandatory inclusion and types (e) (f) and (g) are voluntary inclusion in the Multiple Listing Service.

**NOTE 1:** The Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Multiple Listing Service, although a "Property Data Form" may be required as approved by the Multiple Listing Service. However, the Multiple Listing Service, through its legal counsel:

1. May reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the Participants.
2. Assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller).

The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents, or both.

The listing agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service.

3. The different types of listing agreements include:
  - (a) exclusive right to sell
  - (b) exclusive agency
  - (c) open
  - (d) net

Each listing must accurately reflect the type of listing agreement; violation of this rule will result in the imposition of a fine as set forth in Section 7(b). MLS staff will provide you with a 1st and 2nd courtesy notices in order to give you the time to correct the property type or to contact MLS staff to discuss why you feel it should be in the property type that was entered into the MLS. After the courtesy notice period if the property type is not corrected or the MLS staff has not been contacted, the fine will be assessed. If a listing is to be entered into the Multiple Listing Service by Association staff it must be mailed or faxed to the Association within the five (5) calendar days. The Multiple Listing Service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.

**ER – EXCLUSIVE RIGHT TO SELL**

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

**EA – EXCLUSIVE AGENCY**

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

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

**NOTE 3: AUCTIONS** - A Multiple Listing Service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the Multiple Listing service compilation of current listings.

**Types of properties:** The following are some of the types of properties that may be published through the Multiple Listing Service, including types described in the preceding paragraph that are required to be filed with the Multiple Listing Service and other types that may be filed with the Multiple Listing Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker:

1. Residential
2. Residential Income
3. Subdivided Vacant Lot
4. Land and Ranch
5. Business Opportunity
6. Motel-Hotel
7. Mobile Homes
8. Mobile Home Parks
9. Commercial Income
10. Industrial
11. Rent/Lease

**Section 1.1 - LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE MULTIPLE LISTING SERVICE:** Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the Rules and Regulations of the Multiple Listing Service upon signature of the seller(s).

**Section 1.2 - DETAIL ON LISTINGS FILED WITH THE MULTIPLE LISTING SERVICE:** A listing agreement or Property Data Form, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the Property Data Form.

**Section 1.2.1 – DISCOUNT BROKER - LIMITED SERVICE LISTINGS:** Listing agreements under which the listing broker will not provide one, or more, of the following services:

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
  - (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
  - (c) advise the seller(s) as to the merits of offers to purchase;
  - (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
  - (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property
- will be identified with an appropriate code (“LS”) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers’ clients, prior to initiating efforts to show or sell the property.

**Section 1.2.2—MLS ENTRY ONLY LISTINGS:** Listing agreements under which the listing broker will not provide any of the following services:

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
  - (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
  - (c) advise the seller(s) as to the merits of offers to purchase;
  - (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
  - (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property
- will be identified with an appropriate code or symbol (e.g. “EO”) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers’ clients, prior to initiating efforts to show or sell the property.

**NOTE:** A listing may be placed in the Multiple Listing Service in more than one classification if applicable. For example if a farm of 100 acres has a single family home and the home could be sold separate from the land the listing could be placed in single family home class and in farms class. However, no listing may be placed in the same class more than one time. Example: Single family home listed once under four (4) bedroom and once under five (5) bedroom is not allowed. All listings must be reported and inserted in only one Multiple Listing Service defined area.

**Section 1.2.3 – ONE ENTRY PER LISTING:** Each new listing may only be entered into the MLS one time with one MLS number. Failure to do so will result in the imposition of an immediate fine as set forth in Section 7(b):

**Section 1.2.4 – INCORRECT AREA NUMBER: Incorrect Area numbers will not be permitted.** If MLS staff feels that you have entered an incorrect area you will be contacted by e-mail within 5 days of the entry date. We will provide you with a 1st and 2nd Courtesy notices in order to give you the time to fix the incorrect area number or to contact MLS staff to discuss why you feel it should be in the Area number that was entered into the MLS. After the courtesy notice period if the Area number is not corrected or the MLS staff has not been contacted, Failure to do so will result in the imposition of a fine as set forth in Section 7(b): and MLS staff will correct the area number.

**Section 1.2.5 – EXTERIOR PHOTO RULE:** A minimum of 1 main photo is required for all property types. Vacant Land must use a photo or diagram of the land. The main photo must be of the exterior of the building. Any photo set as the primary photo for the property that is not an exterior image of the property will need to be removed with in 5 days of the entry date. A 1st and 2nd courtesy notice will be sent. If the image is not removed/replaced the fine will be assessed. Images attached to a listing must relate to the property listing including but not limited to exterior and interior photos of the property, floor plans, maps, builder's sketches or other representations of the property. Failure to submit a photo within 2 calendar days from the entry date will result in a 1st and 2nd courtesy notice being sent. The agent will have 5 business days from the date of the courtesy notice to correct the violation. If it is not corrected the fine will be assessed as set forth in Section 7(b): If the seller chooses not to have a photo displayed the standard "seller opt-out" place card will be used. Seller must sign an opt-out form and the form must be submitted to the MLS within 72 hours. Photos are also required for COMP ONLY listings.

**Section 1.2.6 – MISSING ROOM SIZES:** Room sizes are mandatory with one exception. When a property is not safe for entry by the Listing Agent to get measurements, the Agent must make a remark in the Agent Remarks section letting members know that it was a matter of safety. A 1st and 2nd courtesy notice will be sent requesting that the agent correct the data. Failure to do so will result in the imposition of a fine as set forth in Section 7(b):

**Section 1.3 - EXEMPTED LISTINGS:** If the seller refuses to permit the listing to be disseminated by the Multiple Listing Service, the Participant may then take the listing ("office exclusive") and such listing shall be filed with the Multiple Listing Service within 5 calendar days but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Multiple Listing Service.

**Section 1.4 - CHANGE OF STATUS OF LISTING:** Except as provided in Section 1.17, Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Multiple Listing Service within five (5) calendar days after the authorized change is received by the listing broker. (Amended 1/08)

**Section 1.5 - WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:** Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the Multiple Listing Service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Listings to be withdrawn can only be modified to that status by the Multiple Listing Service, provided that the Multiple Listing is delivered the agreement to be withdrawn (as stated above).

If a Participant's listing is withdrawn by or on behalf of the Participant or any Subscriber or User affiliated with or employed by the Participant, and within 10 days thereafter, the same listing owned by the same seller is then resubmitted to the Multiple Listing Service by or on behalf of the Participant or any Subscriber or User affiliated with or employed by the Participant, the Participant shall pay a resubmission fee of \$100.00 per listing. (Adopted 01/03)

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller. (Adopted 11/96)

**Section 1.6 - CONTINGENCIES APPLICABLE TO LISTINGS:** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

**Section 1.7 - LISTING PRICE SPECIFIED:** The full gross listing price stated in the listing contract will be included in the information published in the Multiple Listing Service compilation of current listings unless the property is subject to auction. For properties subject to auction and except as provided in Section 1.17 a listing price of \$0 or minimum bid amount must be entered into the Multiple Listing Service.(Amended 01/08)(Amended 4/13)

**Section 1.8 - LISTING MULTIPLE UNIT PROPERTIES:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Property Data Form. When part of a listed property has been sold, proper notification should be given to the Multiple Listing Service.

**Section 1.9 - NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY**

**PARTICIPANTS:** The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants.

**Section 1.10 - EXPIRATION, OF LISTINGS:** Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration dates specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

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

**Section 1.11 - TERMINATION DATE ON LISTINGS:** Listings filed with the Multiple Listing Service shall bear a definite and final termination date as negotiated between the listing broker and the seller.

**Section 1.12 – PRIMARY JURISDICTION:** Only listings of the designated types of property located within the Primary Jurisdiction are required to be submitted to the Multiple Listing Service. Listings of property located outside the Primary Jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Multiple Listing Service. **(11 COUNTIES IN MLS)**

**Section 1.13 - LISTINGS OF SUSPENDED PARTICIPANTS:** When a Participant of the Multiple Listing Service is suspended from the Multiple Listing Service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, Multiple Listing Service Bylaws, Multiple Listing Service Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the Multiple Listing Service by the suspended Participant shall, at the Participant's option, be retained in the Multiple Listing Service until sold, withdrawn or expired, and shall not be renewed or extended by the Multiple Listing Service beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where Multiple Listing Service participation without Association membership is permitted by law) or Multiple Listing Service (or both) for failure to pay appropriate dues, fees or charges, a Association Multiple Listing Service is not obligated to provide Multiple Listing Service services, including continued inclusion of the suspended Participant's listings in the Multiple Listing Service compilation of current listing information. Prior to any removal of a suspended Participant's listings from the Multiple Listing Service, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

**SHARING PASSWORDS**

**Section 1.14 - LISTINGS OF EXPELLED PARTICIPANTS:** When a Participant of the Multiple Listing Service is expelled from the Multiple Listing Service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, Multiple Listing Service Bylaws, Multiple Listing Service Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the Multiple Listing Service shall, at the expelled Participant's option, be retained in the Multiple Listing Service until sold, withdrawn or expired, and shall not be renewed or extended by the Multiple Listing Service beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association (except where Multiple Listing Service participation without Association membership is

permitted by law) or Multiple Listing Service (or both) for failure to pay appropriate dues, fees, or charges, a Association Multiple Listing Service is not obligated to provide Multiple Listing Service services, including continued inclusion of the expelled Participant's listings in the Multiple Listing Service compilation of current listing information. Prior to any removal of an expelled Participant's listings from the Multiple Listing Service, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

**Section 1.15 - LISTINGS OF RESIGNED PARTICIPANTS:** When a Participant resigns from the Multiple Listing Service; the Multiple Listing Service is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the Multiple Listing Service compilation of current listing information. Prior to any removal of a resigned Participant's listings from the Multiple Listing Service, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his clients.

**Section 1.16 PARTICIPANT LISTINGS ONLY:** Only listings of participants may be entered into the Multiple Listing Service. If a listing is shared by a Participant and a non-participant, the listing may not be entered into the Multiple Listing Service. Failure to comply with this rule shall result in an immediate imposition of a fine as set forth in Section 7(b) and removal of the listing. (01/08)

**Section 1.17 AUCTION PROPERTIES: Section 1.17 AUCTION PROPERTIES: Auction listings entered into the MLS are subject to the same rules as other listings with the following exceptions:**

- a) *The listing shall be marked as Auction = Yes.*
- b) *Auction date must be entered in the "Auction Date" field, if applicable.*
- c) *A "0" shall be entered as the list price for a traditional auction.*
- d) *Auction listings entered into the MLS that require a "minimum bid". The minimum bid amount shall be entered into the list price field and you must enter into the "Remarks" field "List Price equals minimum bid on property".*
- e) *If an Auction property includes an additional Buyers Premium, that must be reflected in the "Remarks" field.*
- f) *Any information regarding the date, time of the auction must be entered into the "Remarks".*
- g) *Any auction listing entered into the MLS with reference or requirement that an agent or broker must go to another site to enter an offer/bid (i.e. website), must be entered into the "Agent Remarks".*
- h) *The listing broker shall have fifteen days after the scheduled auction date (as stated in the remarks section of the listing and or auction date field) to do one of the following: (a) report the listing as pending, (b) enter a list price other than \$0 and keep the listing active, or (c) withdraw the listing. Failure to comply with this rule will result in an immediate imposition of a fine and the immediate withdrawal of the auction listing by the Multiple Listing Service as set forth in Section 7(b). (09/08) (04/13)*

## **SELLING PROCEDURES**

**Section 2 - SHOWINGS AND NEGOTIATIONS:** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple Listing Service shall be conducted through the listing broker, except under the following circumstances:

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

**Section 2.1 - PRESENTATION OF OFFERS:** The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

**Section 2.1.1 – LISTINGS SUBMITTED TO MLS BUT NOT AVAILABLE FOR SHOWING:** Listings entered into the MLS compilation shall be available for showings and purchase immediately. If the property is not available for showings at the time the listing contract is signed, the MLS Authority

clause should be stricken out on the listing agreement, initialed by the seller(s) and a copy of the agreement sent to and kept on file by the MLS until the listing is available for showings. Failure to comply with this rule shall result in the imposition of a fine of as set forth in Section 7(b) of the MLS Rules & Regulations. MLS will provide you with a 1st and 2nd courtesy notice in order to give you the time to fix the listing and make it available for showings. After the courtesy notice period if the listing is not corrected, MLS staff will also immediately remove the "No Showing" comments from the listing. (02/13)

**NOTE:** No listings entered into the MLS compilation shall include the comment(s) "No Showing", "No showings until further notice" and/or contain any reference to a "No Showing" comment for any reason.

**Section 2.2 - SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

**Section 2.3 - RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:** The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

**Section 2.4 - RIGHT OF LISTING BROKER IN PRESENTATION OF OFFER:** The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

**Section 2.5 - REPORTING SALES TO THE SERVICE, MODEL MLS RULES AND REGULATIONS (ALL TYPES):** Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker in writing by mail, fax or email within **5 days** after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report the accepted offer to the listing broker within **24** hours after occurrence and the listing broker shall report them to the MLS within **5 days** after receiving notice from the cooperating broker. (Amended 4/92, 5/07, 2/09)

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

**Section 2.6 - REPORTING RESOLUTIONS OF CONTINGENCIES:** The listing broker shall report to the Multiple Listing Service within five (5) calendar days that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement canceled. Failure to report a pending sale or to report a final closing of a sales transaction will result in an immediate imposition of a fine as set forth in Section 7(b).



**Section 2.7 - ADVERTISING OF LISTING FILED WITH THE MULTIPLE LISTING SERVICE:**

A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

**Section 2.8 - REPORTING CANCELLATION OF PENDING SALE:** The listing broker shall report within five (5) calendar days to the Multiple Listing Service the cancellation of any pending sale and the listing shall be reinstated immediately.

**Section 2.9 - RENT/LEASE LISTINGS**

**Definitions:**

Rent/Lease: Property where the owner or signatory of the listing agreement does intends only to provide another party with possession, occupancy, and/or beneficial use of the property, and does not intend to transfer ownership or title of the property by deed or otherwise.  
A sale may not appear on the listing.

For Sale Only: Property where the owner or signatory to the listing agreement intends only to transfer ownership or title to the property by deed, land installment sales contract, lease-purchase contract or otherwise. An offering price must be used and no rent or lease amount may be offered. A purchase contract shall be signed and the property legally able to be eventually marked sold.

Lease / Option: (Lease with Option to Buy): Lease agreement where a tenant has the right but not the Obligation to purchase the property. Considered a Rent/Lease property, not a For Sale property.

Lease / Purchase: Lease agreement where tenant/buyer has the obligation to purchase the property during the term of or upon the expiration of the lease under terms to which tenant/buyer and landlord/seller have previously agreed. Common, but necessarily required, terms include payment by the tenant/buyer to the landlord/seller of a nonrefundable deposit that is applied to the purchase price of the home and payment by the tenant/buyer to the landlord/seller of rent to compensate the landlord/seller for the tenant/buyer's use of the property with a portion of rent payment applied to the purchase price and/or down payment of the home.

**Note that a Lease/Purchase arrangement for residential real estate where the tenant/buyer is not required to pay the entire purchase price within a year or less may be deemed a Land Installment Contract under Ohio law.**

Land Installment Contract: Considered a property for sale; therefore, this property shall be recognized as a For Sale property.

Test to qualify the property listing type: (For Sale or for Rent/Lease): Will ownership and/or title be transferred by deed, land installment sales contract, lease-purchase contract or otherwise?

The Rent/Lease Property Type shall be limited to Single Family, Condo-Villa, Multi Family and Commercial properties only. The entry of any Rent/Lease property into MLS is not a requirement; thus the listing broker may decide if they wish to enter the Rent/Lease property into the MLS or not.

Rent/Lease listings (herein after noted as "Rental listings") shall only be entered under the Rent / Lease Property Type. If the listing is "For Sale" and "For Rent/Lease," the property shall be entered into MLS as "For Sale" under the appropriate Property Type and may, at the listing broker's option, be entered under the Rent/Lease Property Type.

Only an Exclusive Right / Exclusive Agency to Rent/Lease contract shall be accepted for the entry of the listing into MLS. At no time shall an Exclusive Right to Sell or Exclusive Agency Agreement be accepted for entry of a Rent / Lease listing. When a single property is being entered "For Sale" and "For Rent/Lease," an Exclusive Right to Sell or Exclusive Agency contract shall be used for the "For Sale" listing and an Exclusive Right / Exclusive Agency to Rent/Lease contract shall be used for the "For Rent/Lease" listing.

A single property shall be entered into MLS as "For Sale" under the Property Types of Single Family, Condo-Villa, Multi Family, and Commercial under one Listing Broker. At the same time the

same property may be entered “For Rent or Lease” under the Rent/Lease Property Type by a different Listing Broker. Two separate agreements are required. If a broker/licensee with a possible purchaser contacts an owner who currently has the real estate “For Rent/Lease” with another broker, such contact is not considered interference with an exclusive agency representation agreement.

For each individual unit for rent/lease in a multi-unit building, each unit could be entered into MLS individually, each receiving their own MLS #.

Rent/Lease listings shall be entered into the MLS in their correct, physical location as identified in the NORIS Multiple Listing Service Areas.

The Rent/Lease Property Type listings shall link to other listing records for the same property and will appear in the property history along with the for sale listings.

On a For Sale listing, a reference to an MLS # of a Rent/Lease listing, that belongs to the same listing broker, may be entered into the marketing or agent remarks, but no additional terms regarding the, rent/lease amount, term or compensation may appear on the For Sale listing. This information may only be entered and appear on a Rent/Lease listing. The opposite may also not occur. For Sale info may only appear on the For Sale listing.

A rent/lease amount shall be entered into MLS. At no time shall a “0” amount be entered.

Cooperative compensation amounts entered into the MLS for rental property shall be unconditional. (See Section 1.9.) There must be a cooperative compensation entered on the Rent/Lease listing.

When a Rent/Lease listing is entered into the MLS, “compensation” must be entered at the time of the listing. If no compensation is offered on the listing, MLS Staff will immediately withdraw the Rent/Lease listing from the MLS.

The statuses of Active, Expired, Withdrawn and Rented/Leased shall be used for Rent/Lease listings. At no time shall a Rent/Lease listing be entered into a Pending or Sold status. When a Rent/Lease listing is rented or leased, the status of the listing shall be changed to Rented/Leased.

If a property is entered into MLS as a For Sale listing **and** a Rent/Lease listing and the property is rented or sold, the following may occur:

- a. If rented or leased, the Rent/Lease listing shall be entered into the Rented/Leased status and the For Sale listing may remain For Sale until the listing expires or withdrawn with the proper signatures and paperwork.
- b. If an offer to purchase is accepted, the For Sale listing shall be entered into the Contingent or Pending status. The Rent/Lease listing shall be withdrawn when the sale of the property has closed. A withdrawal form signed by the Broker of the Rent/Lease listing must be submitted to the Multiple Listing Service for withdrawal.
- c. If the property is sold, but the listing broker is instructed to keep the listing active under the Rent/Lease Property Type, the Listing broker shall cancel the current Rent/Lease listing and shall re-enter the property as a new listing, which requires a new Exclusive Right / Exclusive Agency to Rent/Lease agreement signed by the new owners.
- d. Each property entered under the Rent/Lease Property Type shall only be permitted one listing under the active status at a time. For multiple unit properties, where the units may be leased individually, each unit shall only be permitted one listing under the active status at a time.

Any change in rent/lease price shall be supported by and shall only be made when authorized in writing by the lessor. Both the lessor’s and agent’s signatures are required.

Upon request of the Multiple Listing Service, all supporting documentation relating to a Rent/Lease Listing Agreement/Contract must be submitted to the Multiple Listing Service within 24 hours.

## COMING SOON STATUS

### **SECTION 2.10 – “COMING SOON” STATUS**

**Definition:** Coming Soon – Indicates that the broker and the seller are preparing the property for sale and for marketing as Active Status. This status is not intended to give the listing broker an advantage in finding a buyer for the property to the detriment of cooperating brokers or to circumvent the selling of the property on an open market. The intended use of this status is to provide a vehicle for participants and subscribers to notify other participants and subscribers of properties that will be made fully available for showing and marketing after preparations have been completed. While the property is in “Coming Soon” Status, the seller and the listing broker may not promote or advertise the property in any manner other than as “coming soon”. Properties in this status may not be shown. This status is for short term use preparatory to Active status, 21 days or less, and must have a listing agreement and seller(s) approval.

- 1) Mandatory – If you have a valid listing contract, and the listing is not yet available for showing, with the seller(s) approval you are required to enter the listing into the MLS in the “Coming Soon” Status.
- 2) Listing must be entered into the Multiple Listing Service in the “Coming Soon” Status within 5 calendar days of the listing contract.
- 3) Property Types allowed in the “Coming Soon” Status;
  - a) Single Family
  - b) Condo-Villa
  - c) Multiple Family
  - d) Mobile Home
  - e) Rent/Lease
- 4) The maximum days a listing can be in the Coming Soon Status are 21 days.
- 5) Listings must have an “On Market Date” (OMD) entered into the listing load, less than or equal to 21 days.
- 6) While the listing is in the “Coming Soon” Status, it is not viewable by the general public via IDX, RETS and API’s (Application Programming Interface).
- 7) Listings entered into the MLS with Coming Soon Status shall automatically transition to Active status on the “On Market Date” (OMD).
- 8) Listings Active Days on Market (LADOM) will start when the listing transitions to the “Active Status”
- 9) Once the listing transitions from the Coming Soon Status to the Active Status, it cannot revert back to Coming Soon status.
- 10) Listing may not be transferred from any other status to Coming Soon.
- 11) Explanation of “why property is not available” for showings must be entered in the Coming Soon Remarks Field. (Examples – painting, installing carpet, remodeling, improvements, repairs). We will provide you with a 1st and 2nd Courtesy notices in order to give you the time to fix the listing data. After the courtesy notice period if the information is not corrected MLS staff will withdraw the listing and a fine will be assessed. Failure to comply with this rule will result in a fine of \$1,000 for the first offense and \$2,000 for the second offense as set forth in Section 7(b).
- 12) All MLS Rules and Policies apply where appropriate.
- 13) Failure to comply with any other section of this rule will result in an immediate fine of \$1,000 for the first offense and \$2,000 for the second offense as set forth in Section 7(b).
- 14) If the Multiple Listing Service, for any reason, requests a copy of the listing documentation on a listing in the coming soon status, that documentation must be submitted to the Multiple Listing Service within 24 hours of such request. (Adopted 5/8/2015)

## REFUSAL TO SELL

**Section 3 - REFUSAL TO SELL:** If the seller of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Multiple Listing Service and to all Participants.

## PROHIBITIONS

**Section 4 - INFORMATION FOR PARTICIPANTS ONLY:** Any listing filed with the Multiple Listing Service shall not be made available to any broker or firm not a Member of the Multiple Listing Service without the prior consent of the listing broker.

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

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

**Section 4.3 - SOLICITATION OF LISTING FILED WITH THE MULTIPLE LISTING SERVICE:** Participants shall not solicit a listing on property filed with the Multiple Listing Service unless such solicitation is consistent with Article 16 of the REALTORS®' Code of Ethics, its Standards of Practice and its Case Interpretations.

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

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

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

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

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

- 15) **Section 4.4 – PROMOTION OF ANY COMPANY AND/OR AGENT IN MLS:** Any additional promotion of any Company and/or Agent whether by stating the name of any Company, the Agent's name, the telephone number, fax, Email or URL is only allowed in confidential areas of the MLS listing (i.e., Agent Remarks, Private Remarks) and not allowed in areas viewed by the consumer. The appearance of all or a part of a for sale sign in a MLS photo, virtual tour, video is strictly prohibited. Failure to comply will result in the imposition of a fine as set forth in Section 7(b). We will provide you with a 1st and 2nd Courtesy notices in order to give you the time to fix the listing data. After the courtesy notice period if the information is not corrected MLS staff will remove the branded information and a fine will be assessed. Failure to comply with this rule will result in a fine as set forth in Section 7(b).

The inclusion of a builder's name in the Remarks section shall not be a violation of this section provided that the builder is not a NORIS participant. (Amended 7-1-2010)

#### **DIVISION OF COMMISSIONS - \$ OR % OR FLAT FEE SPECIFIED**

**Section 5 - COMPENSATION SPECIFIED ON EACH LISTING:** The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith

and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

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

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

This shall not preclude the listing broker from offering any Multiple Listing Service Participant compensation other than the compensation indicated on any listing published by the Multiple Listing Service, provided the listing broker informs the other broker, in writing, in advance of their submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Multiple Listing Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

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

1. By showing a percentage of the gross sell price.
2. By showing a definite dollar amount. (Amended 5/10)

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

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

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

**NOTE 4:** Multiple Listing Services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a

successful transaction.(Amended 2/09, 5/10)

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

**NOTE 6:** Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers (Adopted 5/08, Amended 9/10)

### **DISCLOSURE OF SHORT SALES**

**Section 5.0.1: SHORT SALES:** Participants may, but are not required to, 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) to other participants and subscribers. (Adopted 9/08, Amended 9/10)

### **DISCLOSURE OF LISTING AGENT OWNING LISTED PROPERTY**

**Section 5.1 - PARTICIPANT AS PRINCIPAL:** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

### **DISCLOSURE OF INTEREST IN LISTED PROPERTY IF YOU ARE LICENSED**

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

### **DUAL RATE ALLOWED BUT IT MUST BE DISCLOSED**

**Section 5.3 - DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/ leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS; violation of this rule will result in the imposition of an immediate fine as set forth in Section 7(b). The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

### **SERVICE CHARGES**

**Section 6 - SERVICE FEES AND CHARGES:** The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Multiple Listing Service and are subject to change from time to time in the manner prescribed:

- (a) Initial Participation Fee: An applicant for participation in the Multiple Listing Service shall pay an application fee of \$300.00 with such fee to accompany the application.

**NOTE:** The Initial Participation Fee shall approximate the cost of bringing the Multiple Listing Service to the Participant.

- (b) Reinstatement Participation Fee: If there is a lapse of service for any reason to any Participant for more than sixty (60) calendar days, a reinstatement fee of \$150.00 will be charged. If the lapse in service is one year or more, the former Participant will be considered a new applicant. In any and all cases, all past accounts must be brought current.

These fees may be waived through majority vote by the Multiple Listing Service Board of Directors, if petitioned.

- (c) Annual Participation and Subscription Fees: The annual participation fee of each Participant and each Subscriber shall be determined by the NORIS Board of Directors. Each salesperson and licensed or certified appraiser who has access to and use of the Multiple Listing Service, whether licensed as a broker, sales licensee or licensed or certified appraiser who is employed by or affiliated as an independent contractor with a Participant is required to pay the annual Subscription Fee except for the following persons ("Exempt Persons"): [i] persons over 70 years of age who no longer desire to utilize the MLS, [ii] persons of any age who have been Subscribers of the MLS for 40 consecutive years and who no longer desire to utilize the MLS, [iii] persons engaged solely and exclusively in a specialty of the real estate business separate and apart from listing, selling, or appraising the type of properties required to be filed with the MLS and who do not desire to utilize the MLS, or [iv] sales licensees or licensed or certified appraisers affiliated with a Secondary Participant who does not desire to utilize the MLS. Payment due date of such fees shall be determined by the NORIS Board of Directors. Fees shall be prorated on a monthly basis for new Participants or Subscribers. No portion of the annual fee shall be refunded to any Participant or Subscriber in the event of his/her resignation or termination during the year for which the fees were paid. In addition, each Participant shall pay the annual Subscription Fee for any Subscriber affiliated with such Participant who does not pay the Subscription Fee within 30 days after such payment is due and who is not an Exempt Person or whose exemption is revoked. Exempt Persons are not entitled to utilize the MLS. If an Exempt Person utilizes the MLS or performs services for which a license or certification is required in connection with any property listed in the MLS, the exemption shall be revoked and the full annual Subscription Fee for such person shall be due and payable within 5 calendar days following notice of the revocation. In addition, an immediate fine shall be imposed as set forth in Section 7(b).

Recurring Multiple Listing Service fees, dues and charges may be based upon the total number of real estate brokers, sales licensees, licensed or certified real estate appraisers affiliated with or employed by a Multiple Listing Service Participant when related to the operation of a computerized Multiple Listing Service system that provides information and services in addition to the compilation of current listing information.

However, a Participant or Subscriber may not be assessed any charges or subscription fees for printed Multiple Listing Service sheets/cards/books with respect to any individual who is engaged solely and exclusively in a specialty of the real estate business separate and apart from listing, selling, or appraising the type of properties which are required to be filed with the Multiple Listing Service.

- (d) Late Fees: Any Participant or Licensed Subscriber thirty (30) calendar days or more delinquent shall pay a late fee that is determined by the NORIS Board of Directors.
- (e) Reconnection Fee: Any Participant or Licensed Subscriber that has their Multiple Listing Service disconnected will be assessed a fee that is determined by the NORIS Board of Directors.
- (f) Reconnection Fee for Brokerage: If the Brokerage office has been suspended and the Multiple Listing Service has been disconnected, the Brokerage office will be assessed a fee that is determined by the NORIS Board of Directors and that fee must be paid in full at the time of reconnection.

## **COMPLIANCE WITH RULES**

### **Section 7 - COMPLIANCE WITH RULES / AUTHORITY TO IMPOSE DISCIPLINE:**

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions.

Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years (Adopted 11/07)

NOTE: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 5/14)(M)

**Section 7.1 - COMPLIANCE WITH RULES:** The following action may be taken against any Participant or Subscriber for noncompliance with the rules:

- (a) For failure to pay any service charge, fee or fine within thirty (30) calendar days of the date due, and provided that at least ten (10) calendar days notice has been given, the Multiple Listing Service shall be suspended until service charges, fees and/or fines are paid in full.
- (b) For failure to comply with the following rules, fines shall be imposed in the amounts indicated. The imposition of a fine does not preclude application of the provisions of Section 9 and 9.1
- (c) For failure to comply with any rule not referenced in section 7(a) the provisions of Sections 9 and 9.1 shall apply.

<b>Section</b>	<b>Rule</b> (see referenced section for further detail)	<b>Fine</b>
1	Report new listing within 5 calendar days	\$25 per day until listing is reported up to a maximum amount of \$250
1	Listing type must be accurate	\$100
1.16	Only listings of Participants may be entered in to the MLS	\$500
1.17	Required listing changes for properties subject to auction within 15 days after scheduled auction date	\$150 and immediate withdrawal by the Multiple Listing Service
1.2.3	Each new listing may only be entered into the MLS one time with one MLS number	\$250
1.2.4	Incorrect Area Number	\$100 for the 1 <sup>st</sup> violation %50 increase for each offence after
1.2.5	Exterior Photo Rule	\$50
1.2.6	Missing Room sizes	\$100 for the 1 <sup>st</sup> violation %50 increase for each offence after
1.5	Listing Withdrawn from the MLS Prior to Expiration may not be relisted within 10 days of the withdraw date.	\$100
2.1.1	Listing submitted to MLS but not available for showing(s)	\$500



2.6	Report pending sale within 5 calendar days	\$25 per day until sale is reported up to a maximum amount of \$250
2.6	Report final sale within 5 calendar days	\$250
2.10	Coming Soon Status	\$1,000 first offense / \$2,000 second offense
4.4	No additional promotion of any Company and/or Agent in MLS	\$50 1 <sup>st</sup> offense increases by \$50 each offense after
5.3	Disclose dual or variable rate commission arrangements	\$250
6(c)	Exempt Person may not utilize the MLS or perform services for which license or certification is required in connection with any property listed in MLS	\$500
11	Use of copyrighted photographs without permission	\$200
20.1	No disclosure of MLS password to any person not permitted under Section 19.1	\$1,000 for the first violation, \$2,500 for the second violation, \$5,000 for the third violation, and termination of MLS services for four or more offenses
21.3	No disclosure of key card PIN; no loaning key card to another person; and no duplicating key card	\$1,000 for the first violation, \$2,500 for the second violation, \$5,000 for the third violation

**NOTE:** Generally, warning, censure, and the imposition of a moderate fine is sufficient to constitute a deterrent to violation of the Rules and Regulations of the Multiple Listing Service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the Rules and Regulations of the Multiple Listing Service. If the Multiple Listing Service desires to establish a series of moderate fines, they should be clearly specified in the Rules and Regulations.

**Section 7.2 - APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS:** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by MLS are subject to these

rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant, (Amended 0108)**BOARD OF DIRECTORS MEETINGS**

**Section 8 - MEETINGS OF MULTIPLE LISTING SERVICE BOARD OF DIRECTORS:** The Multiple Listing Service Board of Directors shall meet for the transaction of its business at a time and place to be determined by the Board of Directors or at the call of the Chairman.

**Section 8.1 - CONDUCT OF THE MEETINGS:** The Chairman or Vice Chairman shall preside at all meetings or, in their absence, a temporary Chairman from the membership of the Board of Directors shall be named by the Chairman or, upon his failure to do so, by the Board of Directors.

### **ENFORCEMENT OF RULES OR DISPUTES**

**Section 9 - CONSIDERATION OF ALLEGED VIOLATIONS:** The Board of Directors shall give consideration to all written complaints from Participants and Subscribers having to do with violations of the Rules and Regulations as provided in this Section 9.

**Section 9.1 - VIOLATIONS OF RULES AND REGULATIONS:** If the alleged offense is a violation of the Rules and Regulations of the Multiple Listing Service and does not involve a charge of alleged unethical conduct or request for arbitration it will be forwarded to the respondent for a written response to be returned within fifteen days.

The complaint and response will be reviewed by a panel of three members of the Board of Directors to determine whether a formal hearing will be held or whether the complaint shall be dismissed.

If a formal hearing is recommended, another panel of three different members of the Board of Directors will serve as a hearing panel. If the hearing panel determines that a violation has occurred, the hearing panel may direct the imposition of sanction, which shall be the same as contained in the Code of Ethics and Arbitration Manual for ethics violations.

In reviewing the complaint and conducting a hearing involving an alleged violation of the MLS Rules and Regulations, the Board of Directors shall follow the general procedures applicable to ethics complaints and ethics hearings as outlined in the Code of Ethics and Arbitration Manual of the National Association

of REALTORS® as adopted by the Toledo Regional Association of REALTORS®. The decision of the Association Directors hearing panel may be appealed to the full NORIS Board of Directors within twenty (20) days of the panel's decision being rendered.

**Section 9.2 - COMPLAINTS OF UNETHICAL CONDUCT:** All other complaints of unethical conduct shall be referred by the Association Directors to the Secretary of the Toledo Regional Association of REALTORS® for appropriate action in accordance with the Professional Standards procedures established in the Association's Bylaws.

### **CONFIDENTIALITY OF MLS INFORMATION**

**Section 10 - CONFIDENTIALITY OF MULTIPLE LISTING SERVICE INFORMATION:** Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Multiple Listing Service. Such information shall be considered confidential and exclusively for the use of Participants and Subscribers.

**Section 10.1 - MULTIPLE LISTING SERVICE NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:** The information published and disseminated by the Multiple Listing Service is communicated verbatim, without change by the Multiple Listing Service, as filed with the Multiple Listing Service by the Participant. The Multiple Listing Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant and Licensed Subscriber agrees to hold the Multiple Listing Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant or Licensed Subscriber provides.

**Section 10.2 - ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** Toledo Board Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the Multiple Listing Service, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the Multiple Listing Service including "comparable" information, "sold" information and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with Association Members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

**\*NOTE: Affiliates are given SOLD access / information from MLS, but are never given ACTIVE information unless they are a licensed REALTOR.**

### **PHOTOS**

#### **OWNERSHIP OF MULTIPLE LISTING SERVICE COMPILATIONS\* AND COPYRIGHTS**

**Section 11 -** By the act of submitting any property listing content to the Multiple Listing Service, the Participant represents that he has been authorized to license and also thereby does license authority for the Multiple Listing Service to include the property listing content in its copyrighted Multiple Listing Service compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (Amended5/06) (Amended 1/17) Participant shall not submit any photographs to the MLS that have been taken by other persons and for which Participant has not received permission. Failure to comply with this rule shall result in the imposition of an immediate fine as set forth in Section 7(b).

Note: The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or "safe harbors" from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of "online service provider" broadly, which would likely include MLS's 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 MLS's participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

- (1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the 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 17 U.S.C. § 512.

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

**Section 11.1** - All right, title and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Toledo Regional Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Toledo Regional Association of REALTORS®.

**Section 11.2** - Each Participant shall be entitled to lease from the Toledo Regional Association of REALTORS® a number of copies of each Multiple Listing Service Compilation sufficient to provide the Participant and each Subscriber affiliated with such Participant with one copy of such Compilation. The Participant shall pay, for each such copy, the rental fee set by the Association.\*\*

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

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

\*\*This Section should not be construed to require the Participant to lease a copy of the Multiple Listing Service Compilation for any Licensed Subscriber 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 Multiple Listing Service, and who does not, at any time, have access to, nor use of, the Multiple Listing Service information or Multiple Listing Service facility of the Association.

## **USE OF COPYRIGHTED MLS COMPILATIONS**

**Section 12 - DISTRIBUTION:** Participants shall, at all times, maintain control over and responsibility for each copy of any Multiple Listing Service Compilation leased to them by the Association of REALTORS®, and shall not distribute any such copies to persons other than Subscribers. Use of information developed by or published by a Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by a Association Multiple Listing Service where access to such information is prohibited by law.

**Section 12.1 - DISPLAY:** Participants and Subscribers shall be permitted to display the Multiple Listing Service Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties described in said Multiple Listing

**Section 12.2 - REPRODUCTION:** Participants or Subscribers shall not reproduce any Multiple Listing Service Compilation or any portion thereof except in the following limited circumstances:

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

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

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

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

Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations. (Amended 05/14) (M)

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

### **USE OF MLS INFORMATION**

**Section 13 - LIMITATIONS ON USE OF MULTIPLE LISTING SERVICE INFORMATION:** Use of information from the Multiple Listing Service Compilation of current listing information, from the Association's "Statistical Report" or from any "sold" or "comparable" report of the Association or Multiple Listing Service for public mass-media advertising by a Multiple Listing Service Participant or in other public representations may not be prohibited.

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

"Based on information from the Northwest Ohio Real Estate Information Systems, Inc. Multiple Listing Service for the period (date) through (date)."

## **CHANGES IN RULES AND REGULATIONS**

**Section 14 - CHANGES IN RULES AND REGULATIONS:** Amendments to the Rules and Regulations of the Multiple Listing Service shall be by a majority vote of the Northwest Ohio Real Estate Information Systems, Inc. Board of Directors, subject to final approval by the Association directors of the Toledo Regional Association of REALTORS® (shareholder).

## **TRAINING**

**Section 15 - TRAINING:** Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation training program of no more than eight (8) classroom hours related to the MLS Rules and Regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within 30 days after access has been provided.

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancement and/or changes to MLS rules or policies.

Participants and subscribers must be given the opportunity to complete any mandated additional training remotely. (Adopted 9/10)

## **BROKER RECIPROCITY (BR) AKA INTERNET DATA EXCHANGE (IDX)**

**NOTE:** These model rules, originally adopted in November 2001, are updated to reflect comprehensive enhancements to the IDX policy approved in November 2006.

**Section 16 – BROKER RECIPROCITY DEFINED:** IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants. (Amended 5/12)

**Section 16.1 - AUTHORIZATION:** Associations of REALTORS® and their multiple listing services must enable MLS participants to display aggregated MLS listing information by specified electronic means in accordance with this policy. Electronic display subject to this policy means displays on participants' public websites and displays using applications for mobile devices that participants control. For purposes of this policy "control" means participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the participant, and must be presented to the public as being the participant's display. Actual control requires that the participant has developed the display, or caused the display to be developed for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the participant's display will understand the display is the participant's, and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear identification of the name of the brokerage firm under which the participant operates in a readily visible color and typeface, except as otherwise provided for in this policy (e.g., displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules. (Amended 05/12)

To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, a minimum of three (3) years sold \* listing data and other listings authorized under applicable MLS rules and may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a participant has withheld consent, or listings for which the seller has prohibited Internet display. Associations and MLSs can also offer alternative display options including framing of board, MLS, or other publicly-accessible sites displaying participants' listings (with permission of the framed site). For purposes of this policy, "downloading" means electronic transmission of data from MLS servers to participants' servers on a persistent or transient basis, at the discretion of the MLS. The MLS's IDX download must be refreshed to accurately

reflect all updates and status changes no less frequently than every twelve (12) hours. Data transmitted must exclude the listing or property address, respectively, of any seller who affirmatively directs that the listing or the property address not appear on the Internet or other electronic forms of display or distribution. (Amended 11/14)

\*Note: If “sold” information is not publicly accessible, sold listings can be removed from the MLSs’ IDX feeds/downloads.

**Section 16.2 - PARTICIPATION:** Participation in IDX is available to all MLS Participants who are REALTORS<sup>®</sup> who are engaged in real estate brokerage and who consent to display of their listings by other Participants. (Amended 11/09)

**Section 16.2.1** Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 5/12)

**Section 16.2.2** MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.(Amended 5/12)

**Section 16.2.3** Listings, including property addresses, can be included in IDX displays except where sellers has directed their listing brokers to withhold their listing or the listing’s property address from all display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs).. (Amended 5/12)

**Section 16.2.4** Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, ”downtown”, etc.), list price, type of property, (e.g. condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant. (Amended 11/06)

**Section 16.2.5** Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every (12) hours . (Amended 11/2014)(M)

**Section 16.2.6** Except as provided in the IDX policy and these rules, an IDX site or participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 5/12)

**Section 16.2.7** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 5/12)

#### **Section 16.2.8**

Any IDX display controlled by a participant or subscriber that:

a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by the participant. Except for the foregoing and subject to Section 18.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 5/12)

#### **Section 16.2.9**

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false

data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 5/12)

**Section 16.2.10** - An MLS Participant (or where permitted locally, and MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14) (M)

**Section 16.2.11** – Participants shall not modify or manipulate information relating to other participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The sources(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

**Section 16.3 - DISPLAY:** Display of listing information pursuant to IDX is subject to the following rules:

**Section 16.3.1** - Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

**Section 16.3.3** - All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

**Section 16.3.4**- Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

**Section 16.3.5** - The right to display other Participants’ listings pursuant to IDX shall be limited to a Participant’s office(s) holding participatory rights in this MLS.

**Section 16.3.6** - No portion of the IDX database shall be used or provided to a third party for any purpose other than those expressly provided for in these rules.

**Section 16.3.7** - The NORIS-approved icon and an explanation that those properties marked with the icon are provided courtesy of the Northwest Ohio Real Estate Information Systems, Inc. IDX Database must appear on the first page where any listing data is displayed.

**Section 16.3.8** - Any search result identifying another IDX Subscriber’s listing in a brief or "thumbnail" format shall bear the NORIS-approved icon or the NORIS-approved thumbnail icon immediately adjacent to the property information to identify the listing as a NORIS listing. The NORIS-approved icon shall be at least 95 pixels by 35 pixels. The NORIS-approved Thumbnail icon shall be at least 35 pixels by 35 pixels. A thumbnail display of another IDX Subscriber’s listing may not include any contact information or branding of the IDX Subscriber who owns the website or any of its agents. A thumbnail display may only include the following: text data about the listing property, a photo of the listing property, the logo of the listing broker or NORIS-approved icon, and “buttons” providing links for other information. “Branding” refers to any marks or language referring to the web-site-owning IDX subscriber repeated in the thumbnail display of another IDX Subscriber’s listing.

### **Section 16.3.9**

Display of expired, withdrawn, pending, and sold listings\* is prohibited.

**\*Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited.**

(Adopted 11/14)

**Section 16.3.10** - Any Internet website used for publication of the IDX Database or any portion thereof must be controlled by a IDX Subscriber and advertised as that IDX Subscriber’s Internet website.

### **Section 16.3.11 -**

If a IDX subscriber suspects “scraping” of the data has occurred, the suspicion and any evidence must be reported to NORIS immediately for investigation and action.

**Section 16.3.12** – An IDX Subscriber must make changes to an Internet site necessary to cure a violation of NORIS’ Rules within fourteen days of notice from NORIS of the violation.

**Section 16.3.13** - Any IDX Subscriber using a third party to develop/design its website will have a written agreement with that third party in the form prescribed by NORIS.

### **Section 16.3.14 - MANDATORY DISCLOSURES**

These disclosures are required. With the exception of the copyright notices, the examples that appear here are merely suggestions. If you use these suggestions, you will be assured of compliance with applicable provisions of NORIS’ rules.

### **EXPLANATION OF DATA SOURCE:**

Your website must display a disclosure indicating the source of BR Database data on your site. The following disclosure, appearing alongside the NORIS-approved logo for Broker Reciprocity will satisfy this requirement:

“The data relating to real estate for sale on this website comes in part from the Broker Reciprocity Program of the NORIS MLS. Real estate listings held by brokerage firms other than [insert your firm’s name here] are marked with the Broker Reciprocity logo or the Broker Reciprocity thumbnail logo (a little black house) and detailed information about them includes the name of the listing brokers.”

### **ACCURACY DISCLAIMER ON OTHER BRSS’ LISTINGS:**

Your website must display a disclosure indicating that data from other BRSs is “deemed reliable but not guaranteed.” Any similar language indicating both that the listing broker believes the data provided to be accurate but that it does not guarantee the data will be acceptable as an alternative. Some examples of acceptable alternatives: Verbose, but more explanatory: “The broker providing these data believes them to be correct, but advises interested parties to confirm them before relying on them in a purchase decision.” Slightly shorter one: “Listing broker has attempted to offer accurate data, but buyers are advised to confirm all items.”

**Copyright notice:** Your website must display NORIS’ copyright notice on any detailed listing data of another BRS.

**This notice must appear exactly as is one of these two options:**

Option A: “Copyright nnnn NORIS. All rights reserved.” [Where nnnn is the current year.]

Option B: “© nnnn NORIS. All rights reserved.” [Where nnnn is the current year.] Note, you may not substitute a “c” in parentheses – “(c)” – for the copyright symbol – “©.” If your website cannot display the copyright symbol, you must use option A and spell out the word “Copyright.”

### **Update frequency:**

“Data last updated: xx/xx/xx” on the search page would be effective. NORIS requires that you disclose to consumers the frequency of data updates. For example: On the data search page: “This data is updated weekly on Saturday nights. Some properties which appear for sale on this website may subsequently have sold and may no longer be available.” On the results page: “This data up-to-date as of [fill in update date here]. For the most current information, contact [your firm name, phone number, and e-mail address].”

### **Additional recommended disclosure**

#### **Less than all the BR Database:**

If you choose to display less than the entire BR Database, it is probably wise to disclose this on the website. For example, a BRS may choose to display only those listings from a particular geographic



area, in a particular price range, in a particular property type, etc. A BRS may even choose to exclude listings of some of its competitors. A disclosure is advisable because: 1) The BRS may be advertising the website as “the most complete compilation of houses for sale on the Internet”; if the BRS is intentionally excluding listings from this “most complete” of compilations, it should disclose that to consumers to avoid claims that its advertising is not giving a true picture. 2) If the BRS excludes listings without disclosing to consumers, savvy consumers will note discrepancies between BRS websites and may begin to distrust your site. A disclosure might look like either of these:

“[Your firm’s name here] participates in Northwest Ohio Real Estate Information Systems, Inc. Broker Reciprocity program, allowing us to display other broker’s listings on our site.

“[Your firm name] does not display the entire NORIS database on this website. The listings of some real estate brokerage firms have been excluded.”

**Section 16.4 - SERVICE FEES AND CHARGES:** Service fees and charges for participation in Broker Reciprocity shall be as established annually by the Board of Directors.

## **SECTION 17 – VOW POLICY (1/29)**

### **Section 17.1**

(a) A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

(b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

(c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

### **Section 17.2**

(a): The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

### **Section 17.3**

**(a):** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

**(i)** The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

**(ii)** The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

**(iii)** The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

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

**(c)** If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

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

**(i)** That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

**(ii)** That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;

**(iii)** That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

**(iv)** That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property;

**(v)** That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant

**Section 17.4** - A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

**Section 17.5** -A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

#### **Section 17.6**

(a): A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

#### **Seller Opt-Out Form**

1. Please check either Option a or Option b

a.  I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

b.  I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

\_\_\_\_\_  
initials of seller

(c) The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

### **Section 17.7**

(a): Subject to subsection (b), a Participant's VOW may allow third-parties:

- (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 17.8** - A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 17.9** - A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 17.10** - Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 17.11** - A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 17.12** - A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

**Section 17.13** - A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**Section 17.14** - A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**Section 17.15** - A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- a. Expired, withdrawn, listings.

**Note:** Due to the 2015 changes in IDX policy and the requirement that participants are allowed to use MLS listing information through all delivery mechanisms when providing brokerage services, MLS's can no longer prohibit the display of

pending (“undercontract”) listings to the Registrants of a participant’s VOW.

- b.** The compensation offered to other MLS Participants.
- c.** The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- d.** The seller’s and occupant’s name(s), phone number(s), or e-mail address(es).
- e.** Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

**Section 17.16-** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

**Section 17.17 -**A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant’s VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

**Section 17.18 -** A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

**Section 17.19 -** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 0 sold listings in response to any inquiry.

(Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule but may not be fewer than 100 listings or 5% of the listings in the MLS, whichever is less.)

**Section 17.20 -**A Participant shall require that Registrants’ passwords be reconfirmed or changed every 90 days.

(Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.)

**Section 17.21 -** A Participant may display advertising and the identification of other entities (“co-branding”) on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant’s logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

**Section 17.22 -** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 17.23 -**A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

**Section 17.24 -** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 17.25 -** Where a seller affirmatively directs their listing broker to withhold either the seller’s listing or the address of the seller’s listing from display on the Internet, a copy of the seller’s affirmative direction shall be provided to the MLS within 48 hours.

## **PASSWORDS**

**Section 18 - PASSWORDS:** Each Participant and Subscriber needs a password to access the MLS. The passwords will be issued by the MLS to Participants and Licensed Subscribers upon completion of the training. Unlicensed Subscribers shall be given passwords without the requirement of training. If special circumstances require that a Participant or Licensed Subscriber be granted access prior to training, the MLS may issue a password for temporary access to the MLS. If the training is not completed within 30 days as required in Section 15 above, the temporary access will be terminated until the training has been completed.

**Section 18.1 - CONFIDENTIALITY OF PASSWORDS:** To maintain the integrity of the Multiple Listing Service and to ensure compliance with Sections 10 and 12 of these Rules and Regulations, no Participant or Subscriber shall disclose his or her MLS password to any person. Notwithstanding the foregoing, a Participant or Licensed Subscriber may disclose to permit an Unlicensed Subscriber under the direct supervision of such Participant or Licensed Subscriber to use the password of the Participant or Licensed Subscriber for the limited purpose of communicating MLS information to Clients and Customers of the Participant or Licensed Subscriber. Any Participant or Subscriber who violates this section shall be subject to the imposition of immediate fines set forth in Section 7(b) for the first, second and third violations, and termination of MLS services for four or more violations.

### **Section 19—Electronic Lock Box System Rules and Regulations:**

**Section 19.1—**The electronic lock box system (“Lock Box System”) is an activity of the MLS. Every Participant and Licensed Subscriber who is legally eligible for MLS access, shall be eligible to participate in the Lock Box System and to hold a key card that provides access to the Lock Box System subject to the execution of an Authorized User Agreement.

**Section 19.2—** The MLS may refuse to sell lock boxes or issue key cards, may terminate existing Authorized User Agreements, and may refuse to activate or reactivate any key card held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk. The MLS may suspend the right of lock box key card holders to use key cards following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the MLS, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk. Factors that can be considered in making such determinations include, but are not limited to, the nature and seriousness of the crime; the relationship of the crime to the purposes for limiting lock box access; the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity; the extent and nature of past criminal activity; the time since criminal activity was engaged in; evidence of rehabilitation while incarcerated or following release; and evidence of present fitness.

**Section 19.3—**The terms and conditions of the Authorized User Agreement are incorporated into this Section 20 and violations of the provisions of the Authorized User Agreement shall be construed as violation of these Rules and Regulations. Failure to comply with the obligations of Section 8(b)-(d) of the Authorized User Agreement that prohibit Authorized Users (as defined therein) from allowing their personal identification number (“PIN”) to be attached to the key card or disclosed to any third party, loaning the key card to any person for any purpose whatsoever or permitting the key card to be used for any purpose by any other person, or duplicating the key card or allowing any person to do so shall be subject to the immediate fines set forth in Section 7(b). Failure to pay any fees related to the Lock Box System shall be subject to the provisions of Section 7(a).