

# MARIS

## **RULES AND REGULATIONS FOR PARTICIPANTS AND SUBSCRIBERS OF MID AMERICA REGIONAL INFORMATION SYSTEMS, INC.**

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### **INFORMATION**

The Mid America Regional Information Systems, Inc., is a *wholly* owned Corporation of the St. Louis REALTORS®, the St. Charles REALTORS®, the Southern Gateway Association of REALTORS®, the Franklin County Board of REALTORS®, the East Central Board of REALTORS®, the South Central Board of REALTORS®, the Pulaski County Board of REALTORS®, the Lebanon Board of REALTORS®, the Mineral Area Board of REALTORS®, the Greater Gateway Association of REALTORS®, the REALTOR® Association of Southwestern Illinois, Southeast Missouri REALTORS®, Mark Twain Association of REALTORS®, and the Three Rivers Board of REALTORS®. All questions on policy or procedures should be directed to the office of the *Mid America Regional Information Systems, Inc.*

### **PURPOSE**

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

### **DEFINITIONS**

- A. **BROKER LOAD:** The term "Broker-Load" or "Broker-Load Office" shall mean the capability to submit information directly to the Service through a computer leased or owned by the Participant.
- B. **BROKER RECIPROCITY:** See IDX ("Internet Data Exchange").

- C. **BUSINESS DAYS:** The term “business days” shall mean any day of the year except Saturdays, Sundays and legal holidays as established by the appropriate authorities of the state in which the Participant is located. The business day shall be 8:30 a.m. - 5:00 p.m. local time.
- D. **AGREEMENT TYPE:** Every data input form that is currently used in the MLS system has a field labeled “Agreement Type”. This field is used to inform other members that the property in question has at least one of the following items that pertain to the listing:

**Exclusive Right to Sell Listing** - This listing allows the owner to appoint one real estate Broker as his/her exclusive agent for a designated period of time, to sell the property on the owner’s stated terms, for a commission.

**Exclusive Agency** - This listing allows the owner to appoint one real estate Broker as his/her exclusive agent for a designated period of time, to sell the property on the owner’s stated terms, for a commission. However, the owner reserves the right to sell without paying anyone a commission if he/she sells to a prospect who has not been introduced or claimed by the Broker.

**Purchaser Exemption(s)** - This Exclusive Right to Sell Listing has buyer exclusions. (Prior potential purchasers that have negotiated with the seller exclusively concerning their property.)

**Variable Rate** - This listing allows variable commission rates for different selling circumstances. The listing Broker shall, in response to inquiries from potential cooperating Brokers, disclose the differential that would result in a cooperative transaction or alternatively, in a sale that results through the efforts of the seller.

**Transaction Brokerage** – Brokers acting as transaction Brokers do not represent the buyer or seller in a transaction, but act to facilitate the transaction. Transaction Brokers must abide by law and ethical standards.

- E. **MLS COMPILATION:** The term “MLS Compilation” shall be construed to include any format in which property listing content is collected and disseminated to Participants and Subscribers, including, but not limited to, bound book, loose leaf binder, computer database, card file, electronic device, compact disc, or any other format whatever.

- F. **DELIVERY:** The term “delivery” or any form thereof shall mean:

1. Loaded into the MLS Computer by the Participant or his/her designated person. OR
2. Actual physical delivery to the MLS Office where the listing will be entered into the Service. The amount of the fee will be assessed per a published schedule. OR
3. Deposit in the United States Mail with proper address and sufficient postage to the location specified. If postmarked within the time specified, the term will be deemed to have been delivered within the time specified. Once received by the MLS, the listing shall be entered into the Service by MARIS. The amount of the fee will be assessed per a published schedule.

- G. **DUAL AGENCY:** Every data input form that is currently used in the MLS system has a field labeled “Dual Agency”. This field is used by companies to notify their agents as to whether one of that company’s listed owners will allow an in-house agreement with that company. There may be a few circumstances in which a cooperating Broker may be considered a dual agent. Do not rely on this field as an owner’s consent for dual agency in these circumstances. Contact the listing Broker for specific consent from all parties.

- H. **VIRTUAL OFFICE WEBSITES (VOWS):** 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.

References to “VOW” and “VOWS” include all VOW’s, whether operated by a Participant, by a non-principal broker or licensee or by an AVP on behalf of a Participant.

- I. **INTERNET DATA EXCHANGE (IDX):** Is a means by which each Participant subscribing to IDX, permits the electronic display and delivery of their listings currently appearing in MARIS’s MLS by another IDX Participant or Subscriber, via the following authorized mediums under the participant’s control: websites, mobile apps and audio devices. Please refer to the IDX Rules and Regulations for detailed information on the IDX.

J. **LISTING TYPES:**

The **EXCLUSIVE RIGHT TO SELL** listing is the conventional form of listing submitted to the Service in that the seller authorizes the listing Broker to cooperate with and to compensate other Brokers.

The **EXCLUSIVE AGENCY** listing authorizes the listing Broker, as exclusive agent, to offer 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 should be clearly distinguished by a simple designation.

- K. **PARTICIPANT:** Where the term REALTOR® is used in this explanation of policy in connection with the word member or the word participant, it shall be construed to mean the REALTOR® principal or principals, of this or any other association, or a firm comprised of REALTOR® principals participating in a multiple listing service owned and operated by the board. Participatory rights shall be held by an individual principal broker unless determined by the association or MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are REALTOR® members of this or any other association, or who are legally entitled to participate without association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker’s license and offer or accept cooperation and compensation to and from other Participants that are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant’s licensure(s) or certification and unauthorized uses are prohibited.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the Participant actively endeavours during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. “Actively” means on a continual and ongoing basis during the operation of the participant's real estate business. The “actively” requirement is not intended to preclude MLS participation by a participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

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

Participant is in fact not doing so. The membership requirement shall be applied in a non-discriminatory manner to all participants and potential participants.

L. **SINGLE FAMILY HOME:** Any property, regardless of acreage or size of lot, upon which, exists a habitable dwelling designed for occupancy by one family.

M. **New Construction:** Any property newly constructed or complete gut renovation, either completed or in the process of being completed, that is available to contract for purchase.

N. **Investment Property:** Any residential property which consists of five (5) or more units within a common structure and sharing a common tax identification; any package, combination, or bundle of separate parcels or structures intended to be marketed and sold together as a whole; or any property managed on behalf of an owner by a property manager.

O. **SERVICE:** The term "SERVICE" shall mean the Mid America Regional Information Systems, Inc., and the MLS Vendor.

P. **EXPLANATION OF STATUS:**

**Active.** For properties that are offered for sale and have no accepted contract.

**Active Under Contract.** For properties that have an accepted contract and the seller has instructed their agent to keep marketing and showing the property in an effort to obtain a backup offer.

- **With Kick-out.** For properties that have an accepted contract with a contingency that may allow the seller to terminate the current contract in favor of a backup contract.
- **Without Kick-out.** For properties that have an accepted contract and the seller has instructed the listing broker to keep marketing the property in effort to secure a backup contract, regardless of their ability to terminate the current contract.

**Coming Soon.** For properties that are preparing for full marketing exposure as an Active status listing.

**Withheld.** For properties that have privacy concerns or no intention of receiving full marketing exposure. These listings are only visible to the listing brokerage and MLS staff. Public marketing is not permitted.

**Pending.** For properties that have an accepted contract and the seller has instructed their agent to cease marketing and/or showing the property. This property may still have normal contractual conditions (i.e. inspections, financing, etc.).

**Closed.** For properties that have sold/leased. For the purposes of updating MLS status, 'closed' references the legal transfer of property and is not dependent on broker compensation being received.

**Hold.** For properties that are not being marketed for a period but are still subject to a brokerage agreement.

**Withdrawn.** For properties withdrawn from the system prior to accepted sales contract and prior to expiration, but still subject to some listing broker rights. Listings will remain in this status until they move to the expired status. All public marketing must cease when a listing enters the Withdrawn status.

**Expired.** For properties for which the listing period has expired.

**Cancelled.** For properties that have been withdrawn from the MLS and the listing agreement has been terminated. These listings will not expire.

- Q. **SUBSCRIBER:** The term "Subscriber" as used herein shall mean all non-principal Broker, sales licensee, licensed leasing agent and licensed and certified real estate appraiser, except those subject to fee waiver under the MLS's policies, affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under the direct supervision of a Participant or the Participant's licensed designee.
- R. **MLS VENDOR:** The term "MLS Vendor" shall mean the company with which MLS has contracted to provide publication and computer services to the Participants.
- S. **[Reserved.]**
- T. **LIMITED SERVICE LISTINGS:** Listing agreements under which the listing broker will not provide one, or more, of the following services:
1. 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);
  2. 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);
  3. Advise the seller(s) as to the merits of offers to purchase;
  4. Assist the seller(s) in developing, communicating or presenting counter-offers; or
  5. 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 (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.

- U. **SERVICE AREA:** The Service Area of Mid America Regional Information Systems, Inc. is the states of Missouri and Illinois.
- V. **MANDATORY LISTING AREA:** The Mandator Listing AREA of the Mid America Regional Information Systems, Inc. is the sum of the territorial jurisdictions of all MARIS' shareholder boards and association of REALTORS®, as described in Exhibit A.

## **LISTING PROCEDURES**

### **SECTION 1: LISTING PROCEDURES**

Participants in the MLS shall be obligated to submit to the MLS all properties which are listed subject to a real estate Broker's license. Only listing of the designated types of property are required to be submitted to the service.

**\* COMMERCIAL, INVESTMENT, INDUSTRIAL, & DISPLAY PROPERTIES ARE PERMITTED FOR INSERTION AT THE LISTING BROKER'S OPTION.**

## **SUBMISSION OF LISTINGS**

### **SECTION 2: SUBMISSION OF LISTINGS TO MLS**

Participants are required to submit to MARIS all requested listing contracts, except as provided otherwise in these Rules and Regulations. Any listings taken on a contract to be filed with the Service is subject to the Rules and Regulations of the MLS upon signature of the seller(s). In the event that the listing of a participant has as its listing agent or salesperson a licensee who is subject to a fee waiver under Section 7(G), that listing shall not be permitted to be entered into the MLS.

**A. REQUIRED TYPES OF LISTINGS:** For any required property. (See Section 1, listing procedures above.) The property information for the following types of listing contracts must be submitted to the MLS Vendor within five (5) business days after all necessary signatures of seller(s) have been obtained.

1. **Exclusive Right to Sell Listings** - An Exclusive Right to Sell listing with buyer exclusions must be denoted as such by coding them as "purchaser exemptions". This is done by selecting Excl Right to Sell under "Agreement Type" on the MLS Data Input Form.
2. **Exclusive Agency Listings** - An Exclusive Agency Listing shall be denoted as such by selecting Exclusive Agency under "Agreement Type" on the MLS Data Input Form.

**B. MLS Clear Cooperation:** Within one business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

**C. THE MLS WILL ACCEPT LISTINGS THAT MAY BE SOLD AT AUCTION SUBJECT TO THE FOLLOWING CONDITIONS:**

1. The possibility of an auction sale must be disclosed in special listing conditions.
2. An auction listing may appear in the sale transaction type as long as a contract may be presented, negotiated and fully executed prior to the auction.
3. Once a contract may no longer be presented, negotiated and accepted and the sale may only occur by auction, transaction type must be revised to auction.
4. That a sale was a result of an auction must be disclosed at the time the listing is moved to the closed status.

**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 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:

may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants

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.

**Property information for the following types of listings *MAY NOT* be submitted to the MLS Vendor.**

1. **Open Listings** - Open Listings are **NOT** accepted because the inherent nature of an open listing is such that it does not usually include the power to appoint subagents and inherently provides a disincentive for cooperation.
  2. **Net Listings** - Net Listings are a violation of the Rules and Regulations of the Missouri Real Estate Commission (Section 250-8.090(5)).
  3. **Business Only or Mobile Homes** - without real estate cannot be listed with the MLS.
- D. PHOTOS:** A minimum of one photo or rendering of front exterior or vacant lot representing current condition of property must be included within three (3) business days of entry into MLS, except where sellers expressly direct that photographs of their property not appear in the MLS compilations. All photos submitted into MLS shall comply with the guidelines in the MLS Guidelines, as amended from time to time.
- E. TYPE OF DATA INPUT FORMS** - A listing, when submitted to the MLS Vendor, shall be submitted only on the forms provided by the Service or through computers, which use the programs provided by the MLS Vendor.
- F. DETAIL ON LISTINGS FILED WITH THE MLS** - A Listing Agreement or Property Data Input Form, when filed with the Service by the listing Broker, shall be complete in every detail which is ascertainable as specified on the Property Data Input Form.
- G. EXEMPTED LISTINGS** - If the seller refuses to permit the listing to be disseminated by the Service, the REALTOR® may then take the listing "office exclusive" and such listing shall be on file with the Service as Withheld status, but not disseminated to the Participants outside of the listing brokerage. Filing of the listing should be accompanied by the Marketing Options Form and signed by the seller and the Broker or agent, that the seller desires the listing to be Withheld.
- H. DUPLICATE LISTINGS** - Listings may be entered into the MLS under two property types. The second entry must be done by MLS staff and when sold the duplicate entry will be deleted.
- I. OWNER BY CONTRACT** - Owners by contract, individuals having an accepted contract on a property, may list that property in the MLS provided that their status as an owner by contract be disclosed in the MLS and provided that the current property owner has given permission.
- J. CHANGE OF STATUS OF LISTING** - All changes in status, listed price or other items shall be delivered to the service within three (3) business days after the change is received by the Participant.
- K. UNDER CONTRACT LISTINGS WHEN SUBMITTED** - All listings, which are "pending" or "under contract", must be changed to "pending" or "active under contract" status with the Service, within the same terms as change of status stated above.
- L. WITHDRAWAL OF LISTING PRIOR TO EXPIRATION** - Listings of property may be withdrawn from the Service by the listing Broker before the expiration date of the listing agreement provided all public marketing is halted at the time the listing is Withdrawn. Sellers do not have the unilateral right to require the 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.
- M. LISTING PRICE SPECIFIED** - The full gross listing price will be stated in the listing contract.
- N. LISTING MULTIPLE UNIT PROPERTIES** - All properties which are to be sold or which may be sold separately excluding lots, acreage and condos, must be submitted to the Service individually. When part of a listed property has been sold, proper notification must be given to the Service in accordance with the time set forth herein. However, multiple properties of like nature must be reported as individual listings and sales when under contract.

- O. EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS** - Any listing filed with the Service automatically expires on the date specified in the agreement unless renewed/extended by the listing Broker with written consent of Seller. Notice of renewal/extension is to be dated and filed with the Service prior to the expiration date of the original listing, otherwise a new listing agreement must be secured for the listing to be filed with the Service. It should then be entered into the Service and published as a new listing.
- P. DATE OF LISTINGS** - Listings filed with the Service shall bear a definite beginning and ending date as negotiated between the listing Broker and seller.
- Q. REMARKS** - Any contingency or exclusions in a listing shall be noted in "Remarks" and processed through the Service.
- R. NEW CONSTRUCTION** - New construction will be allowed in Class 1. Keyword AG: should specify "NEW" (ready to move into). "UC" (under construction) would mean to be built and would be so noted by putting in AD: as 2BBLT and the subdivision or street name.
- S. LISTING OF SUSPENDED PARTICIPANTS** - When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation) of the Code of Ethics, board bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.
- T. LISTINGS OF EXPELLED PARTICIPANTS** - When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.
- U. REINSTATEMENT OF AN EXPELLED PARTICIPANT**- All Participants will be required to pay the Participation Fee upon reinstatement.
- V. AGENCY 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 the entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing Broker to collect a commission pursuant to the listing agreement. In such



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

- W. NEW PARTICIPANTS** - Upon becoming a Participant in the Mid America Regional Information Systems, Inc., a Participant shall have 30 business days to enter all required listings into the service.
- X. PERSONAL OR COMPANY PROMOTION** - No personal, company promotion, showing instructions, websites or other commercial information is permitted within the client viewable body of the listings. The client viewable body would include all pictures, virtual media, remarks and directions. Personal or company promotions would include phone numbers, websites or pictures referencing agent or company.

## **SELLING PROCEDURES**

### **SECTION 3: SELLING PROCEDURES**

- A. SHOWINGS AND NEGOTIATIONS** - Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Service shall be conducted through the listing Broker except under the following circumstances:
1. The listing Broker gives the cooperating Broker specific authority to show and/or negotiate directly, cooperating Brokers and associates must not assume that the presence of a Supra or other lock box is authority to show without calling listing Broker, or
  2. 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 the cooperating Brokers. Any determination of "reasonable effort" and any contact with the seller(s) shall be made only through the cooperating Broker, sales manager, partner, or office and **not** the sales associate.
- B. 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.
- C. SUBMISSION OF WRITTEN OFFERS** - The listing Broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

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

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the

offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

- E. RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS** - The listing Broker or his representative has the right to participate in the presentation of any counter-offer made by the seller. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser (except where the cooperating Broker is a subagent). However, if the purchaser 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 written instructions.
- F. REPORTING SALES TO THE SERVICE.**
1. Status changes shall be reported to the multiple listing service by the listing Broker within 3 business days after they have occurred. If negotiations were carried on under Section A (1) or A (2) hereof, the cooperating Broker shall report accepted offers to the listing broker within twenty-four (24) hours after occurrence and the listing broker shall report them to the MLS within twenty-four (24) hours after receiving notice from the cooperating broker
  2. The listing agreement of a property filed with the MLS by the listing Broker should include a provision expressly granting the listing Broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property.
  3. "Pending Sales", "Contingent Sales" "Signed Lease Agreements" and "Option Sales" shall be reported to the Service within three (3) business days after acceptance, by the listing office.
  4. When a property closes, the listing office shall within **Three** (3) business days, excluding weekends and holidays, notify the Service, giving accurately, all "required" information on the sales change. If listing office is not a member of the Service, it is strongly requested that the selling office report the sales data.
  5. By the effective date of a signed lease, the listing office shall report to the service the closed status of lease.
  6. The listing broker shall report immediately to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately.
  7. The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.
- G. REFUSAL TO SELL** - If the seller of any listed property filed with the Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

## **PROHIBITIONS**

### **SECTION 4. PROHIBITIONS**

- A. INFORMATION FOR PARTICIPANTS ONLY** - Any listing filed with the Service shall not be made available to any Broker or firm not a Member of the Service without the prior consent of the listing Broker. A participant with licensees who are subject to a fee waiver under Section 7(G) may not make available to those licensees' listings of other brokers in the MLS. The preceding sentence does not prohibit a licensee from accessing listing records from another MLS or from any other source lawfully available to the licensee.
- B. "FOR SALE" SIGNS** - Only the "For Sale" sign of the listing Broker may be placed on a property.
- C. "SOLD" SIGNS** - Prior to closing only the "Sold" sign of the listing Broker shall be placed on a property, unless the listing Broker authorizes the cooperating (selling) Broker to post such a sign.

- D. SOLICITATION OF LISTING FILED WITH THE MLS** - Participants shall not solicit a listing on a property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations. The prohibition in the previous sentence applies to licensees affiliated with a participant who are subject to a fee waiver under Section 7(G).
- E. USE OF TERMS MLS and MULTIPLE LISTING SERVICE** - No MLS participant, subscriber or licensee affiliated with any Participant shall, through the name of their firm, their URL's, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. The provisions of this section apply to licensees affiliated with a participant who are subject to a fee waiver under Section 7(G).
- F.** A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

## **DIVISION OF COMMISSIONS**

### **SECTION 5. DIVISION OF COMMISSIONS**

- A. NO CONTROL OF COMMISSION RATE OR FEES CHARGED BY PARTICIPANTS** - The Service shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by the Participant. Further, the Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participant.
- B. UNILATERAL OFFER OF COMPENSATION** - In filing a property with the Service, the Participant of the Service is making blanket unilateral offers of compensation to the other Participants and shall therefore specify on each listing filed with the Service, the compensation being offered by the listing Broker to the other 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.
- C. DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS** - The existence of 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. 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.
- D. COMPENSATION** - The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different.
1. This shall not preclude the listing Broker from offering any MLS Participant compensation other than the compensation indicated on his listings as published by the Service provided the listing Broker informs the other Broker in writing in advance of submitting an offer to purchase

and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

2. To be effective, any change in compensation offered for cooperative services must be communicated to the other REALTOR® prior to the time that REALTOR® submits an offer to purchase/lease the property.
3. The association 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.
4. The compensation specified on listings published by the MLS shall be shown in one of the following forms:
  - A. By showing a percentage of the gross selling price, or
  - B. By showing a definite dollar amount.
5. Any Bonus offered shall be offered and paid only to the Participants and shall be so stated in the MLS as payable to the Agency.
6. 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.
7. Participants may offer cooperative compensation as a percentage of net sales price. With net sale price defined as the gross sales price minus seller concessions.

**E. SHORT SALE** - Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing Participants. When the possibility of a short sale has been disclosed, the listing broker may disclose, in the agent only remarks, 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 Participant. Listing brokers may 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.

**F. COMPENSATION OBLIGATIONS AS APPLIED TO FEE-WAIVED SELLING SALESPERSON** - The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) shall be excused if it is determined through arbitration that the selling salesperson affiliated with the cooperating broker was subject to fee waiver under Section 7(G) at any time between the offer to purchase and the closing of the sale.

## **PARTICIPANT AND PRINCIPAL INTEREST**

## **SECTION 6. PARTICIPANT AND PRINCIPAL INTEREST:**

If a Participant, any licensee or licensed or Certified Appraiser affiliated with a Participant has any interest in a property, the Participant shall disclose that interest when the listing is filed with the Service and such information shall be disseminated to all Participants.

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.

## **SERVICE CHARGES**

### **SECTION 7. MLS FEES AND CHARGES:**

#### **A. INITIAL PARTICIPATION / NEW MEMBER FEE**

1. A Participant is required to pay a Participation fee of \$250, with such fee to accompany the application. Participation in the Service is not subject to transfer or assignment to another individual. The participation fee is not refundable. All licensees affiliated with the Participant shall be required to become a subscriber and to begin to pay all subscriber fees upon approval of the Participant's membership application, except that this fee shall be waived for licensees' subject to a fee waiver under Section 7(G)
2. A subscriber is required to pay a new member fee of \$50. (Personal assistant subscriber new member fee is \$25.) The new member fee is not subject to transfer or assignment to another individual. The new member fee is not refundable.

#### **B. USER FEE**

The quarterly fee is ninety (\$90) dollars. Participant/Subscriber is billed for each calendar quarter at his/her preferred email address. A completed Paper Invoice Request form and fee is required to receive invoice by US Mail. Participant is responsible for notifying their primary and all secondary Board/Association(s) of any membership changes that would affect his/her billing. Date of notification will be the date used to determine the outstanding amount due by Participant/Subscriber. All changes in membership must be received in writing at the Association/Board/Service office by the last business day of the prior quarter to be guaranteed for the following quarter's bill.

#### **C. DATA ENTRY FEE**

Participants who do not wish to or are unable to enter new listings or changes into the system, will be required to pay a Data Entry Fee to MARIS for each listing or change entered by MARIS on their behalf. A \$25.00 fee must accompany the data input or change form.

#### **D. DUPLICATE ENTRY FEE**

The fee to enter a listing in a second property type is \$50.

#### **E. OTHER MEMBERSHIP CATEGORIES**

**OFFICE STAFF** - shall be exempt from quarterly fees when the Service receives and approves the Office Assistant/Office Administrator application.

- **Office Administrator** - works for the Broker as a clerical employee only. Does not list, show or sell property. Uses the MLS system to input data, revise data and research data on a particular Broker's behalf. Must renew yearly. Yearly renewal fee will be \$100. Broker accepts responsibility for the Office Administrator to use the system and follow the restrictions in this paragraph. Broker and Office Administrator must sign the Office Administrator form prior to ID's being assigned. Upon request by MARIS, Broker agrees to provide proof of employment for said office administrator employee.
- **Personal Assistant** - works for Agent as a clerical employee only. Does not list, show or sell property. Uses the MLS system to input data, revise data and research data on a particular Agent's behalf. Must renew yearly. Yearly renewal fee will be \$100. Broker of office and Agent accepts responsibility for the Personal Assistant and are responsible for Personal Assistant's compliance with the restrictions in this paragraph. Broker and Agent must sign the Personal Assistant form prior to ID's being assigned. Upon request by MARIS, Broker agrees to provide proof of employment for said personal assistant members.

*Any Office Administrator and/or Personal Assistants that does not meet the above guidelines will not be assigned an Administrator or Assistant code. They will be entered into the system as a full-fledged member of the MLS and be required to pay the regular member fees.*

#### **Other Members:**

- **Comparable Only Members** - for members of Shareholder, Boards or Associations who are actively engaged in the real estate business as defined in Article III, Constitution, and National Association of Realtors. This status permits the 'comp only' member to search the MLS database for sold properties only (does not include tax data). The fee for 'comp only' membership is \$150 per year.

#### **F. LATE FEES**

1. A late payment charge will be assessed to Participant/Subscriber if payment is not received within seven (7) days of the due date.
2. Fifteen (15) days from due date of invoice, if payment in full is not received in the MLS office, said Participant/Subscriber shall be suspended from all MLS services and a reconnection fee will be assessed.
3. Broker/Office Manager will be notified and will have 30 days to bring account to good standing with the service.

#### **G. SUBSCRIBER FEE WAIVERS**

MLS provides participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser in a participating office who can demonstrate subscription to a different MLS where the principal broker for the office also participates. MLS requires the participant of waiver recipients to sign a certification for nonuse of MLS services, which includes penalties and termination of the waiver if violated.

Normally, under Section 7(A)(1), any per-subscriber fee is calculated based on each salesperson and licensed or certified appraiser affiliated with a participating office. The effect of fee waiver is that the number of subscribers in a participating office for purposes of any recurring per-subscriber fees paid by a participant under Section 7(A)(1), shall be reduced by the number of licensees and certified appraisers who are subject to waiver under this Section 7(G). For purposes of this Section 7(G) and all rule provisions referring to it, "licensee" refers to non-principal salespersons and licensed and certified appraisers. Section 7(G)(1) sets out the conditions for fee waiver, Section 7(G)(2) the

process for obtaining and maintaining waivers, Section 7(G)(3) circumstances under which waiver is revoked and consequences of revocation, and Section 7(G)(4) the consequences of repeated violations of these policies.

**1. CONDITIONS FOR WAIVER:** Fee waivers are available for non-principal broker and non-principal appraiser licensees in offices participating in MLS, provided the participant and any fee-waived licensee(s) meet all the following requirements:

- a. Any fee-waived licensee must be a subscriber in another multiple listing service that has adopted a policy, in this MLS's reasonable judgment, substantially similar to this Section 7(G) and that will certify this information to this MLS on the frequency established by this MLS.
- b. During any period for which a licensee's fees are waived, the licensee shall refrain from using any of the following services of this MLS:
  1. Using this MLS's systems, databases, lockboxes, etc. This does not include accessing listing information of the licensee's own broker or of other brokers through the participant's IDX site or elsewhere. It does include accessing such information on the participant's VOW (which is for consumers' personal use).
  2. Being identified as a listing agent on an active or pending property listing in this MLS.
  3. Working as the selling agent on a property listed in this MLS by a firm other than participant's, unless the listing appears in an MLS to which the selling agent is a subscriber. This does not apply to the fee-waived participant's own listings, because the participant is free to share them within its firm (and anywhere else) without MLS consent or involvement.
  4. Use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
  5. Using this MLS's data on an IDX or VOW website identified as the fee-waived subscriber's site or page.
  6. Using MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived subscriber.

**2. PROCESS FOR OBTAINING AND MAINTAINING WAIVERS:** The participant must at all times provide to MLS up-to-date information on all licensees, whether they are subscribers or fee-waived licensees, in each participating office. The participant must identify which licensees are subject to fee waivers and for each waived licensee the other MLS in which he/she is a subscriber on the waiver certification form.

In order to obtain a waiver for any licensee in the participant's office, the participant must execute the MLS's form for listing fee-waived licensees and the certification on it.

In order to maintain a waiver for any licensee, the participant and licensee must continue to satisfy the requirements of Section 7(G)(1) and must recertify (and obtain from the other MLS recertifications) of the matters addressed in this Section with the frequency set by this MLS.

**3. REVOCATION OF WAIVER:** The fee waiver for a licensee may be revoked under various circumstances, and the consequences of the revocation vary depending on its circumstances, as provided in this section.

- a. The participant or fee-waived licensee may revoke the waiver at any time upon notice to this MLS by submitting a completed *Cancel Waiver* form. In that case, the fee-waived licensee immediately becomes a subscriber and any fees due to MLS under its normal fee schedule for the current period for the subscriber (including pro-rata fees for any partial service period and any application fees if none have previously been paid for the subscriber) shall immediately become due and payable. In the event a fee-waived licensee appears as a listing agent on an active or pending listing in this MLS, the participant and fee-waived licensee shall be deemed to have revoked the waiver under this subsection (a).
- b. If this MLS determines that the fee-waived licensee has used any of the services of this MLS listed in Section 7(G)(1)(b) during a fee-waiver period, MLS may terminate the fee waiver upon notice to the participant and subscriber. In this case, the consequences of subsection (a) apply, and in addition to them, MLS may recover from participant or subscriber all the fees MLS would have collected had the fee-waived licensee been a

subscriber during the previous 12 months of the waiver, and a fine of **\$500** will be charged to the participant. After six months, the participant and subscriber can re-certify the subscriber to be a fee-waived licensee.

**4. CONSEQUENCES OF REPEATED VIOLATIONS:** A pattern of repeated violations of Section 7(G)(1)(b) exists when a participant allows any combination of three or more violations of Section 7(G)(1)(b), whether the participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a subscriber commits three or more violations of Section 7(G)(1)(b). In the event that a participant or subscriber exhibits a pattern of repeated violations of Section 7(G)(1)(b), MLS may suspend all fee waivers for the participant or subscriber (or both) for a period of up to three years. If, after such a period of suspension, a participant or subscriber again exhibits a pattern of repeated violations, MLS may permanently terminate fee waivers for the participant or subscriber (or both). In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a participant, that office shall be ineligible for waivers during the pendency of its participant's suspension or termination. In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a non-principal licensee, that non-principal licensee shall be ineligible for waivers during the pendency of his or her suspension or termination.

A waiver form may be filed with the Service for any licensed member who is not actively listing, showing, or selling property (see back of waiver form for a complete list of allowable activities). An administrative waiver may be filed with the Service for any individual, who is a member of the Association/Board, employed by a Participant in a secretarial or administrative capacity exclusively and only utilizes the Service to input listings, make changes to listings, and maintain the Participant's office records. All waived individuals are required to submit an annual waiver fee of \$25. This fee will be billed each year during the month of December to the Waivered Member with a follow-up copy to the Broker/Office Manager. Payment is due 30 days from the invoice date. Payment will be deemed delinquent 15 days after due date, at which time the waived individual will be reactivated into the service.

The waiver form, signed by the agent/administrator and Participant, eliminates the person from paying the monthly user fee, however, if the person is found to be using the system while on waiver, a penalty of **\$500** will be charged to the Participant (Broker).

1. **TO GO ON WAIVER:** Fill out the waiver form and return the form to the Service with a check for \$75 (\$50 administration fee and \$25 annual fee) by the 25<sup>th</sup> of the prior month in which the member wishes to be waived from the service.
2. **TRANSFER:** Any member on waiver who transfers to another company must pay the \$50 administration fee and have a new waiver signed by the new Broker. Without a new waiver form, the agent will be returned to active status and billed regular user fees through the new company.
3. **ELIGIBILITY:** Examples of eligible persons; staff secretary, office assistants or personal assistants who hold a real estate license.
4. **TO COME OFF WAIVER:** Fill out the Cancellation of Waiver form (form must be signed by the Participant and subscriber) and return the form to the Service.

## **VOW – Virtual Office Websites**

### **SECTION 8: VOW – VIRTUAL OFFICE WEBSITES**

**A.** MARIS Utilizes MLSGrid for VOW. The rules for VOW are agreed upon by a coalition of MLSs that participate in MLSGrid. (<http://www.mlsgrid.com/>)



**VOW rules and license agreements can be obtained at:**

<https://static1.squarespace.com/static/5908cde79f745622b6a59828/t/5d4482cc32542a0001db8a28/1564771020644/MLS+Grid+VOW+Rules.pdf>

## **IDX- Internet Data Exchange**

### **SECTION 9: IDX-INTERNET DATA EXCHANGE**

A. MARIS Utilizes MLSGrid for IDX. The rules for IDX are agreed upon by a coalition of MLSs that participate in MLSGrid. (<http://www.mlsgrid.com/>)

**IDX rules and license agreements can be obtained at:**

<https://static1.squarespace.com/static/5908cde79f745622b6a59828/t/5e0a4a6113bb831c9c6f7bc5/1577732705625/MLS+Grid+IDX+Rules.pdf>

Confidential Fields: Fields designated confidential

## **PENALTIES & FINES**

### **SECTION 10: PENALTIES AND FINES**

#### **A. ENFORCEMENT OF RULES OR DISPUTES**

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. Each participant is subject to these rules with regard to licensees affiliated with the participant who are subject to fee waiver under Section 7(G). 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 corrective actions:

1. Educational information provided
2. Warning notice provided
3. Appropriate, reasonable fine not to exceed \$15,000
4. Suspension of MLS rights, privileges and services for not less than seven (7) days nor more than one (1) year
5. Termination of MLS rights, privileges and services with no right to reapply for a specified period not to exceed three (3) years

**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 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.*

## B. Escalation Process

There is established the following system of education and discipline, which will be assessed to the Participant/Subscriber for violation and/or noncompliance of specific requirements of these Rules and Regulations, subject to the opportunity for the Participant to appeal to the MLS Board of Directors. The Escalation Process operates within the confines of a rolling twenty-four (24) months from the date of the violation will not be counted toward the escalating penalties.

All MLS Rules and Regulations are subject to the following Escalation Process for repeat violations of the same rule by the same Participant/Subscriber, unless otherwise noted.

1. **First Violation:** MLS will provide educational information about the rule being violated.
2. **Second Violation:** MLS will provide educational information about the rule being violated and issue a warning of future penalties for violations of the same rule.
3. **Third Violation:** MLS will issue a minimum of \$100 fine. In addition, the violating Participant/Subscriber will receive a warning of escalated fine amount and potential suspension/termination of access.
4. **Fourth Violation:** MLS will issue a minimum of \$250 fine. In addition, the violating Participant/Subscriber will receive a minimum suspension of service for a minimum of 7 calendar days.
  - \*In the event the Participant is the broker of record with Subscribers that rely upon MLS service the MLS will provide the suspension in the form of Probation.
5. **Additional Violations:** MLS will issue a minimum of \$1,000 fine and minimum of 30-day suspension.
  - **Note:** If the violating Participants is also the Designated REALTOR® on record all listings under the supervision of the Participant will be modified to Terminated Status by the MLS Service.

## C. RULES PERTAINING TO MLS SYSTEM LISTING INPUT AND DISPLAY

1. All listing entry must be entered into the MLS within five (5) business days or one (1) business day after public marketing.
2. All updates and status changes must be entered into the MLS within three (3) business days.
3. All information provided to the MLS must be accurate and/or verifiable. (ie. Tax ID, room counts, sq. ft., etc.)
4. Sharing or knowingly providing unauthorized access to MARIS membership software or data contained within the MARIS systems is prohibited.
5. Placing personal promotion, company promotion, showing instructions, websites or other commercial information within the client viewable body of a listing is prohibited.
6. In the event a Participant/Subscriber fails to make corrections within three (3) business days after proper notification of a violation of MLS rules or guidelines, **a fine equal to the original fine or \$500.00**, whichever is higher, will be assessed.

## **ENFORCEMENT OF RULES OR DISPUTES**

### SECTION 11: ENFORCEMENT OF RULES OR DISPUTES

#### A. CONSIDERATION OF ALLEGED VIOLATIONS

1. **ETHICS** - The REALTOR® Code of Ethics adopted by the National Association of REALTORS® shall govern all actions of members of this Service, and further supplement these Rules and Regulations. All members participating in this Service shall uphold the Spirit as well as the Letter of the rules contained herein.

The Mid America Regional Information Systems, Inc., Board of Directors shall give consideration to all written complaints having to do with a violation of the Rules and Regulations.

**2. VIOLATIONS OF RULES AND REGULATIONS** - If the alleged offense is a violation of Rules and Regulations of the Service, and does not involve a charge of alleged unethical conduct or request for arbitration, it may be considered and determined by the Board of Directors of the Service, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided that the recipient of said sanction may appeal it to the Professional Standards Committee of the local Board/Association for a hearing by the Professional Standards Committee in accordance with the Bylaws of the local Board/Association of REALTORS® within twenty (20) days following receipt of the Directors decision.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the Board of Directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the Professional Standards Committee of the Board of Realtors® for processing in accordance with the professional standards procedures of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Board of REALTORS®.

**3. COMPLAINTS OF UNETHICAL CONDUCT** - All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Grievance Committee of the local Board/Association of REALTORS® who may refer it to the Professional Standards Committee of the local Board/Association of REALTORS® for appropriate action in accordance with the usual procedure under terms of the Bylaws.

## **CONFIDENTIALITY OF MLS INFORMATION**

### **SECTION 12: CONFIDENTIALITY OF MLS INFORMATION**

#### **A. INFORMATION**

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

#### **B. EXCLUSIVE USE OF PARTICIPANTS**

In consideration for receiving this Service, materials and supplies thereof, each Participant agrees that no person other than a Participant and/or Subscribers and/or their licensees and employees shall be permitted to have access to the information contained in this Service, that each such Participant is responsible for the exclusive use of the benefits of such Service and any violations of such exclusive use and benefits shall subject a Participant to loss of participation.

#### **C. MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION**

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

#### **D. ACCESS TO COMPARABLE AND STATISTICAL INFORMATION**

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 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 MLS including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of Members and individuals affiliated with Members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm except as otherwise provided in these Rules and Regulations.

## **OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS**

### **SECTION 13: OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS**

- A.** By the act of submission of any property listing content to the MLS, the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report of “Comparable”. 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.
- B.** All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Mid America Regional Information Systems, Inc. and in the copyrights therein, shall at all times remain vested in the Mid America Regional Information Systems, Inc.
- C.** Each participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant shall be entitled to MLS access. The Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant shall pay for such access a fee as set by the MLS. Participants and each person affiliated as a licensee (including licensed or certified appraisers) shall acquire by such access only the right to use the MLS in accordance with these rules.

## **USE OF COPYRIGHTED MLS COMPILATIONS**

### **Section 14: USE OF COPYRIGHTED MLS COMPILATIONS**

#### **A. DISPLAY**

Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties described in said MLS compilation. “Persons affiliated as licensees” in the previous sentence does not include licensees subject to fee waiver under Section 7(G).

#### **B. REPRODUCTION:**

Participants or their affiliated licensees shall not reproduce any of the MLS Compilation or any portion thereof except in the following limited circumstances:

1. Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers, a reasonable number of single copies of property listing data contained in the MLS Compilation which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or their affiliated licensees, be interested. “Persons affiliated as licensees” in the previous sentence does not include licensees subject to fee waiver under Section 7(G).
2. Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has

- expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.
3. Provided, however, that nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.
  4. Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the participant and those licensees affiliated with the participant who are authorized to have access to such information (The previous sentence does not apply to licensees subject to fee waiver under Section 7(G)). Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.
  5. None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparable, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

## **USE OF MLS INFORMATION**

### **Section 15: LIMITATIONS ON USE OF MLS INFORMATION**

- A. Use of information from MLS compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS Participant or in other public representations, may not be prohibited except that in counties where the disclosure of sale price is not required, the information from any sold or comparable report may only be used by MLS Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. In counties where the disclosure of sale price is not required this authority does not convey the right to include in any such advertising or representations information about specific properties which were sold by other Participants (as either listing broker or cooperating broker).
- B. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Board/Association or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:
  1. "Based on information from Mid America Regional Information Systems, Inc., for the period (date) through (date).

## **CHANGES IN RULES AND REGULATIONS**

### **Section 16: CHANGES IN RULES AND REGULATIONS**

Amendments to the Rules and Regulations of the Service shall be by majority vote of members of the Mid America Regional Information Systems, Inc. Board of Directors in accordance with the provisions of the Bylaws of the MLS.

## **PROVISIONS**

### **SECTION 17: PROVISIONS**

If MARIS prevails in any legal action regarding this Agreement, the Participant/Subscriber and/or third party consultant, vendor, advisor, etc., will reimburse MARIS for any reasonable attorney's fees and costs for the legal action.

*This Agreement is governed by and enforced according to the laws of the State of Missouri.*

5/06/2019

## **RULES AND REGULATIONS FOR PARTICIPANTS AND SUBSCRIBERS OF MID AMERICA REGIONAL INFORMATION SYSTEMS, INC.**

### ***EXHIBIT A – MANDATORY LISTING AREA***

The MARIS MANDATORY LISTING AREA is the sum total of the jurisdictional boundaries of the Mid America Regional Information Systems shareholder service areas. MARIS Shareholder jurisdiction areas include those of:

1. St. Louis REALTORS®
2. St. Charles REALTORS®
3. Southern Gateway Association of REALTORS®
4. Franklin County Board of REALTORS®
5. East Central Board of REALTORS®
6. South Central Board of REALTORS®
7. Pulaski County Board of REALTORS®
8. Lebanon Board of REALTORS®
9. Mineral Area Board of REALTORS®
10. Greater Gateway Association of REALTORS®
11. REALTOR® Association of Southwestern Illinois
12. Southeast Missouri REALTORS®
13. Mark Twain Association of REALTORS®
14. Three Rivers Board of REALTORS®

