



# **Elko County Association of REALTORS®**

## **Multiple Listing Policy Rules and Regulations**

ECAR  
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# Rules and Regulations for an MLS Operated as a Committee of an Association of REALTORS®

## Participation Levels:

- **MLS-Full Participant Membership Defined:** A REALTOR® Participant who is a primary or secondary Member of Elko County Association REALTORS® organization. REALTOR. Participants shall agree in writing to abide by the Standards of Conduct for all Participants and Subscribers
- **MLS-Only Membership Defined:** A REALTOR® Participant who is a member of a Nevada or any other state REALTOR® organization. REALTOR® Participant must supply evidence satisfactory to ECAR Board that they have no record of official, unsatisfied sanctions involving unprofessional conduct as a current or previous member of any REALTOR® Board/Association. REALTOR® Customer Participants and those affiliated with REALTOR® Participants shall not be eligible to vote or hold an office in the corporation. Participants shall agree in writing to abide by the Standards of Conduct for all Participants and Subscribers as detailed in the MLS Rules and Regulations.
  - Brokers with ECAR Primary Members must hold secondary membership with ECAR and are not eligible for MLS ONLY MEMBERSHIP. (revised 3/20)
- **Limited Subscriber Defined.** Office/Broker Administrative Staff, a Personal Assistant to a Member, and Appraiser Intern/Staff may be eligible for access to and use of MLS content via a staff ID assigned by ECAR MLS. Full members who are employed to assist other members are referred to as Affiliated Licensees or Licensed Assistants. Non-licensees or licensees who hold no membership with ECAR MLS but are employed as broker administrative/clerical staff or personal assistants who are unlicensed and/or individuals seeking licensure or certification as real estate appraisers affiliated with a Participant may be eligible for access to and use of MLS content via a staff ID assigned by ECAR MLS. Recurring subscription fees may be billed to the Participant at the discretion of the Board of Directors.
  - **Limited Subscriber Access Defined.** To facilitate the daily operations of a member firm or office, the ECAR MLS Committee and the ECAR Board of Directors have authorized the issuing of administrative logins to the MLS System. Additionally, DESIGNATED REALTORS® (or Responsible Broker, including Appraisers) may authorize limited access for administrative staff and personal assistants that are employed by his/her agents. For purposes of this document, all logins noted will be referred to as “staff ID” users.

## Listing Procedures & Policies

### 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, and are located within the territorial jurisdiction of the multiple listing service, and are taken by participants on *exclusive right and exclusive agency listings* shall be delivered to the multiple listing service one full business day all necessary signatures of seller(s) have been obtained: (Amended 07/20)

- a. Single-family homes for sale or exchange
- b. vacant lots and acreage for sale or exchange
- c. two-family, three-family, and four-family residential buildings for sale or exchange

ECAR MLS may 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 with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

ECAR MLS 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. *(Amended 11/96)*

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. *(Amended 11/96)*

The different types of listing agreements include:

- exclusive right-to-sell
- open
- exclusive agency
- net

ECAR MLS, **does not accept, NET or OPEN LISTINGS.**

**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. *(Amended 4/92)*

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. *(Amended 4/92)*

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, 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 exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations. *(Amended 4/92)*

ECAR MLS 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 MLS compilation of current listings. *(Adopted 11/92) (NAR required)*

## Section 1.01

### Clear Cooperation

Within one (1) 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. *(Adopted 11/19) (NAR Required)*

**Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules if it is being publicly marketed, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.**

## Section 1.1

### Types of Properties

Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be with the service and other types that may be filed with the 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, and fits within the definition provided: *(Amended 11/91)*

- residential
- vacant lot
- multi-family
- mobile homes
- farm and ranch
- mobile home parks
- commercial
- business opportunity
- industrial

1. **Residential:** Single family residence, (stick built, manufactured or modular) without regard to owner occupancy or rental status. Attached or detached. A residential listing may include a single-family residence with an additional unit such as in-law, guest, or staff quarters, separate and on the same parcel. All Residential listings entered the MLS must include real property except Condominium/Townhomes within Cooperative Complex. (10/20/10)
2. **Multi-family:** Two or more legal (conforming) residential units on a single parcel. This does not include single ownership of multiple condos in a project or single ownership of single-family residences on separate parcels.
3. **Vacant lot:** Land without any dwelling units. This may include parcels that have obsolete structures without value.
4. **Farm and Ranch:** Any property, regardless of residence, that has a minimum of 20-acre feet and may or may not include water rights can be defined as Farm and Ranch.
5. **Business Opportunity:** A business which may include personal property and might but does not necessarily include real property.
6. **Commercial/Industrial:** Includes any office, retail, industrial property. Commercially zoned vacant land must be entered in the Vacant Land category.
7. **Lease Only:** Rent or lease of any commercial or business property
8. **Rental:** Rent or lease of any residential property.

### Section 1.1.1

#### Listings Subject to

#### Rules and Regulations of the ECAR MLS

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

#### A. Listing Input Requirements:

1. Information shall be on current, approved forms. These forms and all subsequent change orders must be kept on file by the Participant for a minimum of one year after the listing is expired, sold, rented, canceled/withdrawn. All documentation concerning the property listing in the MLS shall be made available to the MLS Committee within 1 business day of request for audit purposes.
2. Required information shall be complete in every detail as specified on the listing input form.
3. Listings to be placed in the MLS shall be entered into the MLS within one full Business Day after seller(s) signature(s) are obtained. *(revised 07/20) with the exception of New Construction which must be entered within 14days.*
4. Entry of listing shall be through an authorized user affiliated with the listing Participant.
5. Reference to a Non-Member (including but not limited to registered, temporary non-member licensee, or a general licensee) who has no membership in ECAR, in any contact field including phone number, email address and/or any remarks field is prohibited.
6. Business days shall be defined as days corresponding to Monday through Saturday excluding federal holidays.
7. There is no requirement for the listing Broker to disclose the amount of total negotiated commission between the seller and the listing office.
8. Listings submitted with unauthorized contractual changes are subject to rejection.
9. MLS Remarks may only describe the physical traits of the property for sale and its vicinity and/or details relating to the transaction and must also be in compliance with State and Federal law in all matters relating to the advertisement and sale of real property.
10. Mention of affiliated real estate service providers or companies for the purpose of recommendation or seller/agent preference are not permitted. Identification of lien holder, required pre-qualification, auction website, or open escrow is permitted in Private Remarks only. Any language that may be considered advertising or steering will be found in violation of this policy.
11. Confidential information (including, but not limited to Gate Codes, Alarm system codes, lockbox codes or the location of hidden keys), or contact information of any kind, (including but not limited to names, phone numbers, web sites, email addresses) in MLS Remarks or Private Remarks sections is prohibited.
12. ECAR reserves the right to refuse to accept a listing which fails to adequately protect the interests of the public and the Participants.
13. Photographs Submitted to the MLS:
  - a) All listings entered into ECAR require a Primary Photo. (Adopted 2/13)
  - b) Photographs of listed property shall depict the property for sale and shall not include text or pictorial overlays or marketing/promotional messages made on behalf of the listing broker or seller. Signs of listing office are not allowed. Additionally, the subject property must be prevalent in the photo. View photos must depict the actual view as seen from the property.
    1. Upon Closing the main photo is required be the front of the home sold

2. New Construction upon closing requires the main photo to be of the actual home sold (Adopted 7/19)
- c) It is the responsibility of the listing agent to be certain that a photograph is submitted for every listing input into the MLS regardless of location except where sellers expressly direct, in writing, that photographs of their property do not appear in MLS compilation. In such cases, an alternative image (i.e. assessors plat map of property, view from property, or ECAR approved image), must be upload into MLS. (Adopted 5/10)
- d) Copying a photograph, drawing or virtual tour from another listing for use on your own listing, regardless of the listing status, is prohibited unless written permission is obtained from the listing agent or broker who originally provided that photo for use in MLS. A copy of the written permission must be submitted within 1 business days of ECAR request.

#### **B. Required information on Listings:**

1. All properties which are to be sold or which may be sold separately must be listed individually.
2. All properties which are to be rented or which may be rented separately must be listed individually.
3. All listings shall bear a definite and final termination date, price, and address. The full gross listing price stated in the listing contract must be included in the information published in the MLS compilation of current listings unless the property is subject to auction. *(revised 8/19)*
4. All additional listing requirements deemed necessary by the MLS Committee will be noted as "required" on the listing form. To be verified (TBV), unknown (UNK), call listing office (CLO), etc. shall not be considered acceptable responses to required entries.
5. Information which a seller wishes to be withheld because of concern about confidentiality may be omitted, provided that a waiver signed by the seller is filed with the listing form at the ECAR office.  
Note 1: the actual status of a listing is not considered confidential as it relates to this section.
6. Copies of the listing contract, listing input form, and any related change orders must be provided to the MLS Committee within 24hrs of request for audit purposes

#### **Section 1.2 Detail on Listings Filed with the Service *NOT USED BY ECAR***

##### **Section 1.2.1 Limited-Service Listings: *NOT USED BY ECAR***

##### **Section 1.2.2 MLS Entry-only Listings: *NOT USED BY ECAR***

#### **Section 1.3**

##### **Exempt Listings**

If the seller refuses to permit the required listing to be disseminated by ECAR MLS, the participant may then take the listing (office exclusive) and such listing shall be filed with ECAR office but not disseminated to the participants. Filing of the listing should be accompanied by waiver signed by the seller that he does not desire the listing to be disseminated by the service. A copy of the waiver signed by the seller that he understands the potential benefits of the Multiple Listing Service but does not desire that listing to be disseminated through ECAR MLS, shall be submitted to the MLS within 1 business day of owner's signature(s) on the Listing Contract. *(NAR required)*

#### **Section 1.4**

##### **Change of Status of Listing**

Any change in listed price, any contingency or conditions of any term or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be entered into the MLS system within one full business day (excepting weekends, holidays, and postal holidays) after the seller(s) signature(s) are obtained. *(revised 7/20)*

##### **Status Change Definitions:**

**Active:** Listings that are available and have a valid listing contract per MLS rules.

**Pending-No Show:** Listings with an accepted purchase offer that have not yet Closed (Under Contract).

**Pending-Show:** Listings that are Pending but have short term contingencies (such as a 72-hour clause), a high probability of falling through, or the seller insists that you keep showing and taking backup offers. Please disclose the details of the contingencies so buyers and buyer's agents can determine if they want to view the property or make an offer on it.

**Active-Hold No Show:** Listings that are "On Market" with a valid listing contract, but that are not currently allowing showings. The listing agent should specify the reason for no showings in the Status Remarks field with a time frame of when showings will resume. The listing broker is required to upload an Active-Hold No-Show Authorization form to MLS (visible at listing Docs tab) within (1) business day for any listing placed in this status. The status of Active- Hold No Show listings is automatically changed to Expired in the MLS when the property reaches the expiration date. *(10/20)*

**Expired:** The MLS requires the listing agent to enter the Expiration date for each listing. Expiration dates are confidential while the listing is Active, Pending, or Withdrawn and can only be seen by agents who have permission to edit the listing. If an Active listing is not renewed, it is automatically Expired in the MLS when it reaches the Expiration Date. Pending listings do not expire.

**Withdrawn:** Listings that are being taken "Off Market" - but the seller is still under contract with the listing office. The status of Withdrawn listings is automatically changed to Expired in the MLS when the property reaches the expiration date.



**Canceled:** Listings where the Seller is being released from the listing contract (or the listing contract was Canceled).

**Closed:** Listings that have closed escrow. The listing agent is responsible to report all sold listings **within 1 full business day** and give proper credit to the buyer office and buyer agent. If you are the buyer agent and the listing agent is not a member of the MLS, you can enter the listing as a pre-sold comp once it closes. Choose "Other Non-MLS" as the listing agent. (3/25/21)

**Rented:** Listings that have been rented or leased and are no longer available.

**Deleted:** The only valid reason to delete a listing is if it was accidentally duplicated. Please contact the MLS or the MLS Provider if you have a valid reason to delete a listing. When listings are deleted, they are purged to the archive database and will still be searchable under the status of "Deleted". (revised 10/20)

## 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 service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

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 or her 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) (NAR required)

1. A listing may be canceled/withdrawn by the listing Participant before the expiration date on the listing agreement provided the Listing Participant and seller(s) have signed an agreement authorizing cancellation; the change in status must be entered into the MLS system within one full business day of signatures. (revised 7/20)

2. 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, ECAR MLS may remove the listing at the request of the seller.

3. Off-market status shall be defined as follows:

a) Inactive: Temporarily off the market, unavailable to show but still under the control of listing broker; referred to as Pending No Show.

b) Withdrawn: Seller no longer wants to sell; contract between listing broker and seller no longer valid; Listing terminated.

4. Any listing entered into ECAR MLS automatically terminates at the expiration thereof unless renewed; renewal must be entered into the MLS on/or before the expiration date.

5. ECAR MLS staff will not delete or erase a listing and its history from the MLS system under any circumstance other than the removal of an accidental duplication or re-list that occurred within five (5) days of the original listing input date. The request for deletion under these circumstances must be received on a properly executed listing change form with the signature of the listing agent, listing broker or both.

## 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, only when authorized in writing by the seller and shall be entered into the MLS system within twenty- four (24) hours (excepting weekends, holidays, and postal holidays) after the seller(s) signature(s) are obtained.

## 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 MLS compilation of current listings unless the property is subject to auction. (Amended 11/92) (NAR required)

## 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-

## Section 1.9

### No Control of Commission Rates or Fees Charged by Participants

ECAR does not control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the ECAR does not control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants. *(NAR required)*

## **Section 1.10**

### **Expiration of Listings**

Listings with the ECAR MLS will automatically be removed from the compilation of current listings on the expiration date in the agreement, *(Amended 11/01)*

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 service. *(Amended 11/01) (NAR required)*

## **Section 1.11**

### **Termination Date on Listings**

Listings filed with the ECAR MLS shall bear a definite beginning and termination date, as negotiated between the listing broker and the seller. *(NAR required)*

## **Section 1.12**

### **Jurisdiction**

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a participant but cannot be required by the service. *(Amended 11/17)*

## **Section 1.13**

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

## **Section 1.14**

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

## **Section 1.15**

### **Listings of Participants**

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

## **Section 1.16**

## Listing Policies

### 1. Listing of Subdivisions/Developments with Unrecorded Maps

A. Listings may not be entered into the MLS until the final map (with Parcel Numbers) has been recorded on the development/subdivision.

### 2. Listing Must Include Real Property

A. With the exception of an actual Business Opportunity, all listings entered into the MLS must include real property with the exception of actual Business Opportunity and Residential Condominium/Townhomes within Cooperative Complex.

a. Disclosure of Cooperative Complex should be added to Private Remarks to explain that the unit does not include real property and ownership will transfer via stock certificate rather than deed.

B. Listings that are “Water Rights Only” may not be added into the MLS due to the complexity of determining if they are or are not real property (County and State definitions vary).

C. Listings that only include the structure may not be added into the MLS as there is no real property included. (example: structure/home must be removed from current land to another location).

D. Listings that are for “coverage” or “frontage” may not be entered into the MLS as they do not actually include real property.

### 3. Listing “Reservations” and “Referral Fees”

A. Lot or Home reservation listings may not be entered into the MLS as there is no “compensation” to the buyer’s broker.

B. Listings that include only a “referral fee” may not be entered into the MLS as there is no actual “compensation” to the buyer’s broker and no cooperation.

### 4. Active but Not Available for Showings

A. If a property is listed as active in the MLS but cannot one full business day, the private remarks of the listing must include the actual date when the property will be available to be shown. (*revised 07/20*)

### 5. Coming Soon

A. Coming Soon may not be used in any manner in which to circumvent the MLS, market the property to a select group of people, pressure a buyer to use the listing broker for the transaction. This is a violation of NAR Code of Ethics, real estate license laws and consumer protection laws.

B. “Coming Soon” listings. There must be a seller signed contract to be deemed valid. If the contract is signed and showings are allowed on a future date, the listing must be entered as active into the MLS and noted in the private remarks no showings until start date stated on contract.

C. If Listing contract is executed, listing agent may withhold listing information from MLS system only if MLS waiver has been executed and received by ECAR office within one full business day of listing execution. (*revised 07/20*)

D. If Listing contract is executed, and MLS waiver has been executed and received by ECAR office, listing agent may not advertise or promote listing as this is an Article 12 code of ethics violation.

### 6. Modular Homes Must be in Site Built Housing Section

B. Modular listings must be entered in the site-built section of the residential property class, since this is how the properties are recognized by Elko County Assessor and how the properties are recorded for tax purposes.

C. Modular Homes must be disclosed in the public remarks section of the MLS.

### 7. Disclosure of Variable Commission Rate or Sliding Scale Compensation Calculation

A. Listings with “Variable Commission” must be disclosed in the MLS.

B. Listings flagged in the system with or “Sliding Scale” compensation must also include full disclosure of the method of calculation of the scale in the private remarks.

## Selling Procedures

### Section 2

#### Showings and Negotiations

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

a. the listing broker gives the cooperating broker authority to show and/or negotiate directly, or

b. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (*Amended 4/92*) (**NAR required**)

## Section 2.1

### Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so. *(Amended 4/9) 2(NAR required)*

## Section 2.2

### Submission of Written Offers and Counteroffers

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 counteroffers until acceptance and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. *(Amended 11/05) (NAR required)*

## Section 2.3

### Right of Cooperating Broker in Presentation of Offer

Cooperating participants or their representatives have the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. They do not have the right to be present at any discussion or evaluation of the offer by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for presentation of offers. *(Amended 4/92)*

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, as soon as practical, 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. *(Adopted 11/18) (NAR required)*

## Section 2.4

### Right of Listing Broker in Presentation of Counteroffer

The listing broker or his representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counteroffer 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. *(Adopted 11/93) (NAR required)*

## Section 2.5

### Reporting Sales to the Service

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within one full business day after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within one full business day after occurrence and the listing broker shall report them to the MLS within one full business day after receiving notice from the cooperating broker. *(Amended 11/11)*

**Note:** As established in the Virtual Office Website ("VOW") policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. *(Adopted 11/11) (NAR required)*

## Section 2.6

### Reporting Resolutions of Contingencies

The listing broker shall report to the ECAR MLS within one full business day that a contingency on file with the ECAR MLS has been fulfilled or renewed, or the agreement cancelled. *(NAR required)*

## Section 2.7

### Advertising of Listings Filed with the Service

A listing shall not be advertised by any participant other than the listing broker without the prior consent of the listing broker. *(NAR required)*

## Section 2.8

### Reporting Cancellation of Pending Sale

The listing broker shall update ECAR MLS the cancellation of any pending sale, and the listing shall be reinstated within one full business day. *(NAR required) (revised 07/20)*

## Section 2.9

### Disclosing the Existence of Offers

Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, or by a cooperating broker. *(Amended 11/08)*

## Section 2.10

### Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. *(Adopted 11/05)*

## Refusal to Sell

### Section 3

#### Refusal to Sell

If the seller of any listed property filed with the ECAR MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, must be withdrawn immediately.

## Prohibitions

### Section 4

#### Information for Participants Only

Any listing with the service shall not be made available to anyone who is not a broker or a member of the MLS without the prior consent of the listing broker. *(NAR required)*

Any ECAR MLS data that is printed, emailed, or shared for public view must be displayed as an MLS CLIENT VIEW only and must not be displayed as CONFIDENTIAL OR AGENT ONLY VIEW or any other MLS Detail format that displays private remarks on the information sheet.

**Sharing a Password to Access MLS or Allowing Unauthorized Use/Access to MLS.** Only active members of ECAR MLS may access the MLS System, each with his/her authorized login and password. This also includes improper use of the MLS by an agent/broker staff member/assistant either with the agent/broker's password or an approved staff login account. The responsible broker will be responsible for fines and/or hearings resulting from misuse by his/her staff member or an agent's assistant with an approved login account.

### Section 4.1

#### For Sale Signs

Only the for-sale sign of the listing broker may be placed on a property. *(Amended 11/89) (NAR required)*

Listing Office Signs are not allowed to be visible in any photos displayed on the MLS.

### 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. *(Amended 4/96) (NAR required)*

Brokerage signs must be removed from property within 1 business day of close of escrow or expiration of listing.

### Section 4.3

#### Solicitation of Listing Filed with the Service

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

### Section 4.4

#### Use of the Terms MLS and Multiple Listing Service

No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual 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 can 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. *(Adopted 11/07)*

## Division of Commissions

### Section 5

#### Compensation Specified on Each Listing

In filing a property with the ECAR MLS the participant of the service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS 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\* *(Amended 11/96)*

\*The compensation on listings with the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by an Association 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 MLS shall be shown in one of the following forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount *(Amended 5/10)*

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. *(Amended 11/96)*

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. *(Amended 5/10)*

### Section 5.0.1

#### Disclosing Potential Short Sales

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. *(Amended 5/09) (NAR required)*

When disclosed, participants may, at their discretion, advise other participants whether and 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. *(Adopted 5/09)*

Where participants 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 the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 24 hours of receipt of notification from the lender. *(Adopted 5/10)*

## Section 5.1

### Participant as Principal

If a participant or any licensee (including licensed and certified appraisers, has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is with the multiple listing service and such information shall be disseminated to all multiple listing service participants. *(NAR required)*

## 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. *(Adopted 2/92) (NAR required)*

## Section 5.3

### Dual or Variable Rate Commission Arrangements

The existence of a dual or variable rate commission arrangement. 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. *(Amended 5/01) (NAR required)*

**The ECAR MLS rules do not dictate the compensation offered to cooperating brokers by the listing broker.**  
*(Amended 4/92)*

## Service Fees and 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 service and are subject to change from time to time in the manner prescribed:

**Initial Participation Fee:** An applicant for participation in the service shall pay an application fee of \$300.00 with such fee to accompany the application.

**Note:** The initial participation fee shall approximate the cost of bringing the service to the participant.

Monthly fees shall be established by the Board of Directors. The Board of Directors shall, at least annually, review the financial position of the MLS and, if applicable, adjust or change the monthly service fees to members.

**Recurring Participation Fee:** The annual participation fee of each participant shall be an amount equal to \$780/yr. *(\$390/bi-Annual)* times each salesperson and licensed or certified appraiser, appraiser intern who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser, appraiser intern who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the fiscal year of the multiple listing service. Fees shall not be prorated on a monthly basis.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated *(Amended 5/18 and 8/18). (NAR required)*

#### **Waivers of MLS Fees, Dues, and Charges:**

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

2. However, an MLS Participant may not be assessed any charges 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 MLS.

**Exemption of Monthly Fees:** Exemption from the monthly fees can be granted by the Board of Directors to an MLS subscriber in good standing with the Association.

**Life-Time Member Exemption:**

- a) Applicant must be 65 years of age or older and have been a member of his/her Association for at least 25 years.
- b) The application for exemption must be reviewed and submitted to the Association's Board of Directors with a recommendation for action.
- c) If the exemption is approved, the applicant will not receive any MLS services.
- d) If it is determined that the REALTOR® has become active, the Board of Directors may revoke the Lifetime Member exemption and billing for the member will resume. (\*Active shall be considered as anyone showing or selling resulting from the use of the MLS.)
- e.) If a Life-Time Member is a Designated Broker that Broker must be an active paying MLS member.

**Timeliness of Payments/Fees**

1. All fees are billed no later than the 20<sup>th</sup> of the month prior to due date (June 20<sup>th</sup> and December 20<sup>th</sup> reflecting our semi-annual billing).
2. Invoices are due and payable by the first of the month following the billing (July 1<sup>st</sup> and January 1<sup>st</sup>).
3. All invoices outstanding will be late on the 11<sup>th</sup> of the month due (July 11<sup>th</sup> and January 11<sup>th</sup>).
4. If payment is not received by the 15<sup>th</sup> of the month due, a \$50.00 late fee will be assessed.
5. If payment is mailed and postdated by the 10<sup>th</sup> of the month and received prior to the 15<sup>th</sup> no late fee will be assessed.
6. If payment has not been received by the 20<sup>th</sup> of the month due the MLS service will be suspended, a late fee and reinstatement fee will be charged for reconnection of MLS services. All fees including MLS Dues, Late Fee, Reinstatement Fee will need to be paid in full prior to reactivation of MLS service.
  - a. If at the time of suspension, the member has active or pending listings those listings will be automatically defaulted to the listing broker name.
  - b. All Brokers will be notified of member dues that are late or suspended.
  - c. Notification prior to suspension of services shall be by email.
7. Refunds of prepaid dues are allowed with the following qualifications only: if the member is in good standing at time of resignation from the association and the association has not been billed for services. *(revised 8/19)*

## 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 not 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. *(Revised 11/14) (NAR required)*



## Section 7.1

### Compliance with Rules

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

- a. for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full
- b. Every Broker/Agent belonging to ECAR Association, must notify the association at the same time of notifying the division of new and changing members. A) When complicating NRED form 504 for new and dissociation changes. B) Upon involuntary or voluntary inactive noticed to NRED required on form 506. C) Upon termination required by NRED on form 505. D) Anytime to do so within 30 days in any instanced listed will results in fine of \$,1000.00. Continuous violation may result in the Broker losing all ECAR privileges. All fees associated with the above changes shall be paid at the time of notice to ECAR.
- c. The AE, MLS Committee Chair, President shall have the right to request and audit listing/selling documents. Agents must respond to request within 1 business day.
- d. Failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

## 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 the 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. (Adopted 4/92)

## Meetings

### Section 8

#### Meeting of MLS Committee

The ECAR MLS committee shall meet for the transaction of its business at a time and place to be determined by the committee or at the call of the chairperson.

MLS Meetings are held the first Tuesday of the month at 11:00am at the ECAR Office or at any other regular or designated time by the committee chairperson.

Absence from any two (2) meetings without an excuse deemed valid by the MLS Committee Chair shall be construed as the committee member resignation.

### Section 8.1

#### Meetings of MLS Participants

The committee may call meetings of the participants in the service to be known as meetings of the multiple listing service.

### Section 8.2

#### Conduct of the Meetings

The chairperson or vice chairperson shall preside at all meetings or, in their absence, a temporary chairperson from the membership of the committee shall be named by the chairperson or, upon his failure to do so, by the committee.

## Enforcement of Rules or Disputes

### Section 9

#### Consideration of Alleged Violations

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

## **Section 9.1**

### **Violation of Rules and Regulations**

In any Instance where a participant in an association multiple listing service is charged with a violation of the MLS bylaws or Rules and regulations of the service, and such charge does not include alleged violations of the Code of Ethics of the Standards of Conduct for MLS participants, or a request of arbitration, the MLS may impose administrative sanctions. Recipients of an administrative sanction may request a hearing before the professional standards committee of the association.

MLS Participants and Subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by Participants and Subscribers before requiring a hearing. That a copy of all administrative sanctions against a subscriber be sent to the subscriber's participant and that the participant be required to attend hearing(s) of a subscriber who has received more than three (3) administrative sanctions within a calendar year. Elko County of Association reserves the right to charge an administrative fee of up to \$500.00, in addition to any discipline imposed, used to cover the cost of holding the hearings.

ECAR MLS committee has a procedure established to conduct hearings, the decision of the multiple listing committee may be appealed to the board of directors of Elko County association of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. (Amended 2/98)

## **Section 9.2**

### **Complaints of Unethical Conduct**

All other complaints of unethical conduct shall be referred by the committee to the secretary of the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. (Amended 11/88) *(NAR required)*

## **Section 9.3**

### **Complaints of Unauthorized Use of Listing Content**

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images audio or video recordings, virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specially identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS Rules.

Upon receiving a notice, the Committee (Board of Directors) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the Committee (Board of Directors) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Directors), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS Rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS Rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the Committee's (Board of Directors) determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through court of law. *(Adopted 5/18) (NAR required)*

## **Section 9.4**

### **MLS Rules Violation**

MLS Participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules *(Adopted 5/18) (NAR required)*

## **Section 9.5**

### **Discipline**

**A. 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. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- g. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years (Revised 11/14)

**Probation** is not a form of discipline. When a participant (or 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)

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

- a. failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full
- b. for failure to comply with any other rule

**B. Compliance with Rules and Regulations:** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the 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.

**C. Written Complaints for MLS Rules & Regulations:** The MLS Committee shall review all written complaints from Participants regarding possible violations of MLS Rules and Regulations.

1. **Participants and Subscribers:** If the alleged offense is a violation of the Rules and Regulations of ECAR MLS and does not involve a charge of alleged unethical conduct, or an alleged violation of one or more of the provisions of the rules and regulations or a request for arbitration, it will be administratively considered. If a violation is determined, the MLS Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing. Requests for a hearing must be submitted within twenty (20) days following receipt of the sanction. Absent a request for a hearing, the sanction imposed by the Board of Directors shall be final.

2. **Investigation of Complaints:** Prior to issuing a sanction, the Board of Directors may ascertain any information necessary to verify facts relative to the alleged offense. Such investigation may include an inquiry conducted at a regular or special meeting of the Board of Directors, provided the respondent(s) receive not less than 10 days written notification of such inquiry.

3. **Conducting a Hearing:** In conducting the hearing, the Board of Directors shall not be bound by the rules of evidence applicable in courts of law but shall afford all parties a full opportunity to be heard, present witnesses and offer evidence, subject to the Board of Directors judgment as to its relevance. The hearing process and imposition of additional sanctions shall be conducted in accordance with the National Association of REALTORS® Code of Ethics and Arbitration Manual and Handbook on Multiple Listing Policy as they relate to Multiple Listing Services.

**D. Other Complaints:**

1. All other complaints of unethical conduct against REALTOR® members shall be referred to the Association Board of Directors in which that member holds membership or to the MLS Committee as identified on the MLS participant's (respondent's) MLS application for appropriate action in accordance with the professional standards procedures established by the Bylaws of that Association. The complainant has choice of venue relative to where the allegation is filed if more than one association retains jurisdiction over the respondent. The MLS, the Participant identifies on his or her application will dictate which association his or her users and subscribers will have hearings unless the complainant decides to pursue an ethics complaint against a REALTOR non-principal in the respondent's primary or secondary association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the MLS participant's primary or secondary Board of

Directors or to the MLS association's Board of Directors responsible for processing the allegation at the complainant's direction. Requests for arbitration may be filed given the complainant's choice at either the MLS Participant's primary or secondary Association of REALTORS or the MLS association identified on the MLS application.

2. Alleged violations of the MLS rules and regulations and requests to arbitrate involving a Non-member Participant or their users/subscriber as respondents will be heard at the MLS association that the MLS participant (respondent) chose on their application. Discipline that may be imposed on nonmember Participants and their users/subscribers may be the same as, but shall not exceed, the discipline that may be imposed on REALTOR® members. If such individuals are found in violation of the Rules and Regulations of the ECAR MLS, they may be assessed an administrative processing fee not to exceed \$500.00.

3. When requested by a complainant, MLSs must provide a process for processing complaints without revealing the complainant's identity. If the complaint is forwarded to hearing, then the MLS Committee, Grievance Committee, MLS staff or other representative must serve as the complainant when the original complainant does not consent to participating in the process or the disclosure of his or her name. ...M

## Confidentiality of MLS Information

### Section 10

#### Confidentiality of MLS Information

Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants. *(Amended 4/92) (NAR required)*

### Section 10.1

#### 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 such information provided and disclaims any responsibility for its accuracy. Each participant agrees to hold the service harmless against any liability arising from any inaccuracy or inadequacy of the information such participant provides.

### Section 11

By the act of submitting any property listing to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rule and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on 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 the listed property. *(Amended 5/18) (NAR required)*

Each participant who submits listing content to the MLS agreed to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership license, or title to the submitted listing content. *(Adopted 5/18) (NAR required)*

### Section 11.1

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the Elko County Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Elko County Association of REALTORS®.

### Section 11.2

#### Display

Each participant shall be entitled to lease from the Elko County Association of REALTORS® a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers, appraiser intern) 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 MLS compilation in accordance with these rules. *(NAR required)*

## Use of Copyrighted MLS Compilation

### Section 12

#### Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. 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. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law. (Amended 4/92)

### Section 12.1

#### 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. *(NAR required)*

### Section 12.2

#### Reproduction

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

Participants or their affiliated 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 participant or their affiliated licensees, be interested.

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.

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

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

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. *(Amended 05/14) (NAR required)*

## Use of MLS Information

### Section 13

#### Limitations on Use of MLS Information

Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or MLS may 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. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker).

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

*Based on information from the Elko County Association of REALTORS® (alternatively, from the Elko County MLS) for the period (date) through (date). (Adopted 11/97) (NAR required)*

## Changes in Rules and Regulations

### Section 14

#### Changes in Rules and Regulations

Amendments to the rules and regulations of the service shall be by a majority vote of the members of the ECAR MLS committee, subject to approval by the Board of Directors of the association of REALTORS®. *(NAR required)*

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

- a) If all disputants are members of the same association of REALTORS® or have their principal place of business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that association of REALTORS®.
- b) If the disputants are members of different associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Nevada Association of REALTORS®. (Amended 11/97)

**Interboard Arbitration Procedures:** Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the interboard arbitration procedures in the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall preclude participants from agreeing to arbitrate the dispute before a particular association of REALTORS®. (Amended 11/98) *(NAR required)*

**Awards:** The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the participant to disciplinary action at the sole discretion of the MLS. (Adopted 11/15)

## Standards of Conduct for MLS Participants\*

### Section 16 (see NAR Code of Ethics)

## Orientation

### Section 17

#### Orientation

**Purpose of MLS Orientation:** To provide a training session for new MLS members with a focus on the Rules, Regulations, and related policies. Particular attention to be paid to the citation policy, hearing process, value of MLS, protecting access, allowable use of MLS content, etc.

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 program of no more than four (4) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within one hundred eighty (180) days after access has been provided. (Amended 11/04) *(NAR required)*

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 enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/17)

## Section 17.1

### Who Must Attend:

- A. Any new member participant (including appraiser, appraiser/intern) or subscriber must attend the MLS Orientation session within one hundred eighty (180) days of application with the local Association of REALTORS®.
- B. Any member who has been on “exempt” status but re-activates MLS services must attend the MLS Orientation session if: a) he/she has been on exempt status for more than two years; or b) he/she has been on exempt status for less than two years but did not attend the MLS Orientation prior to becoming exempt.
- C. Any new broker staff or broker/agent personal assistant requesting access to MLS must complete the MLS Orientation session within one hundred eighty (180) days of authorization to access to MLS.
- D. There will be no exceptions to this requirement. The class is mandatory, regardless of the geographic location of the member’s place of business or his/her current participation in another MLS.

## Section 17.2

### Who May Attend

- A. Brokers, agents, or their current respective staff members may attend to learn more about the policies and procedures of ECAR MLS.

## Section 17.3

### Penalty for Not Attending

- A. Attendance at an Orientation session is mandatory and if the member does not complete the course within the required one hundred eighty (180) days, MLS access and services will be suspended until the member completes the course.
- B. Once suspended, the member’s status with ECAR MLS will change to non-member and his/her broker will be billed for any outstanding balances not made current within 90 days of licensee suspension.
- C. If a broker staff member or broker/agent personal assistant does not complete the course within the required one hundred eighty (180) days, MLS access will be suspended until the course is completed.

## Section 17.4

### Reactivation of Services

If a member’s services have been suspended, his/her services (including but not limited to those noted in Section 17.3 A above) and membership status will be restored upon completion of the orientation session and payment of the current service reactivation fee and any other outstanding financial obligations to ECAR.

## Section 17.5

### Cost for Orientation Session

- A. There will be no additional cost to new members or broker/agent staff members who are required to attend the session.
- B. There will be no cost to optional attendees who make a reservation and attend the session.

## Section 17.7

### Frequency and Location of Orientation Sessions

- A. At least two MLS Orientation sessions will be held per year. Elko County Association of Realtors will provide MLS Class on the third (3<sup>rd</sup>) Thursday of April and October as required for all new members, attendance by all members is encouraged.
- B. Attendance at a location is not related to the geographic location of the member’s REALTOR® Association. Members may attend online or in person but must complete the course within 180 days of joining. Signed certification of completion of required.

## Internet Data Exchange (IDX)

## Section 18

### IDX Defined

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant’s control: websites, mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listing. (Amended 5/17) (*NAR required*)

## **Section 18.1**

### **Authorization**

Participants' consent for display of their listings by other participants pursuant to these rules and regulations must be established in writing. If a participant withholds consent on a blanket basis to permit the display of that participant's listings, that participant may not download, frame, or display the aggregated MLS data of other participants. *\*(NAR required)*

*\*Even where participants have given blanket authority for other participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 05/17)*

## **Section 18.2**

### **Participation**

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. *(Amended 11/09) (NAR required)*

### **Section 18.2.1**

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 05/12). (NAR required)*

### **Section 18.2.2**

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 05/12) (NAR required)*

### **Section 18.2.3**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly accessible websites or VOWs) or other electronic forms of display or distribution. *(Amended 05/17) (NAR required)*

### **Section 18.2.4**

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each participant. *(Amended 5/17) (NAR required)*

### **Section 18.2.5**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. *(Amended 11/14) (NAR required)*

### **Section 18.2.6**

Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(Amended 05/12) (NAR required)*

### **Section 18.2.7**

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 05/12). (NAR required)*

### **Section 18.2.8**

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 participants. 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. (Adopted 05/12) *(NAR required)*

#### **Section 18.2.9**

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 05/12) *(NAR required)*

#### **Section 18.2.10**

An MLS participant (or where permitted locally, an 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) *(NAR required)*

#### **Section 18.2.11**

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 source(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. (Adopted 05/15) *(NAR required)*

#### **Section 18.2.12**

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. \* (Amended 05/17) *(NAR required)*

*\*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 5/17)*

#### **Section 18.3**

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

**Note:** All of the following rules are optional but, if adopted, cannot be modified. Select those rules which apply to your IDX program and number the sections accordingly.

##### **Section 18.3.1**

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. (Amended 05/12)

##### **Section 18.3.1.1**

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 05/12)

##### **Section 18.3.2**

Deleted May 2015.

##### **Section 18.3.3**

Deleted May 2017; moved to 18.2.12 May 2017.

##### **Section 18.3.4**

All listings displayed pursuant to IDX shall identify the listing agent.

**Section 18.3.5**

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

**Section 18.3.6**

Deleted November 2006.

**Section 18.3.7**

All listings displayed pursuant to IDX shall show the MLS as the source of the information. (Amended 05/17)

**Section 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, noncommercial use, that it 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. \* (Amended 05/17)

*\*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)*

**Section 18.3.9**

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/17)

**Section 18.3.10**

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 18.3.11**

Listings obtained through IDX feeds from Realtor® Association MLSs where the MLS participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. \* (Amended 05/17)

*\*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)*

**Section 18.3.12**

Display of expired, withdrawn, and sold listings\*\* is prohibited. (Amended 11/15)

**Section 18.3.13**

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

**Section 18.3.14**

Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. (Amended 05/12)

**Section 18.3.15**

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (Amended 05/12)

**Section 18.3.16**

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

## Section 18.4

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Adopted 11/01, Amended 5/05)

# Virtual Office Websites (VOWs)

## Section 19

### Section 19.1

#### VOW Defined

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. *(NAR required)*

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 Virtual Office Websites, 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. *(NAR required)*

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. *(NAR required)*

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. *(NAR required)*

### Section 19.2

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. *(NAR required)*

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). *(NAR required)*

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. *(NAR required)*

### Section 19.3

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 e-mail address for each Registrant. The participant must send an e-mail 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 e-mail 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 username 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 username and password or may allow the Registrant to establish its username and password. The participant must also assure that any e-mail address is associated with only one username and password. *(NAR required)*

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, e-mail address, username, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password. *(NAR required)*

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, e-mail address, username, 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. *(NAR required)*

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' ownership of and the validity of the MLS' copyright in the MLS database *(NAR required)*

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. *(NAR required)*

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. *(NAR required)*

#### **Section 19.4**

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. *(NAR required)*

#### **Section 19.5**

A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses 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. *(NAR required)*

#### **Section 19.6**

a) A participant's VOW shall not display the 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 e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet. *(NAR required)*

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. *(NAR required)*

c) The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater. *(NAR required)*

#### **Section 19.7**

a) Subject to Subsection b., below, 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. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. *(NAR required)*

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. *(NAR required)*

#### **Section 19.8**

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 twenty-four (24) 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. *(NAR required)*

#### **Section 19.9**

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days. *(NAR required)*

#### **Section 19.10**

Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS®, VOW policy, or in 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. *(NAR required)*

#### **Section 19.11**

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. *(NAR required)*

#### **Section 19.12**

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®. *(NAR required)*

#### **Section 19.13**

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. *(NAR required)*

#### **Section 19.14**

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. *(NAR required)*

#### **Section 19.15**

A participant's VOW may not make available for search by or display to Registrants any of the following information:

- a) expired and withdrawn listings
- b) the compensation offered to other 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
- f) sold information

#### **Section 19.16**

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 19.17**

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 19.18**

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 19.19-Deleted on 4/19**

#### **Section 19.20 Deleted 4/19**

#### **Section 19.21**

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 19.22**

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 identify the source of the listing.

#### **Section 19.23**

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 19.24**

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

#### **Section 19.25**

Where a seller affirmatively directs his or her 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 twenty-four (24) hours. (Adopted 11/08)

# Lock Boxes

## Section 20

Elko County Association of Realtors requires the placement of an MLS approved lockbox on listed properties if any device giving access to real estate professionals and/or service providers is authorized by the seller and occupant and is placed on the property. If the Participant or Subscriber participates in the voluntary ECAR Lockbox system, ECAR MLS requires that the lockbox placed on the property be the current MLS lockbox. (Amended 2/13)

- 1.. The purpose of this requirement is to ensure cooperating participants and subscribers have timely access to listed properties.
2. Requiring that a lockbox or other access device be “MLS-approved” does not limit the devices that satisfy the requirement to lockboxes leased or sold by an association or MLS. However, ECAR MLS requires that any device be submitted for approval in advance
3. ECAR MLS may revoke the approval and/or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. (Amended 5/12)

**Lockbox System:** Participants and every non-principal broker, sales licensee and licensed or certified appraiser, appraiser intern who is affiliated with an MLS participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS. Cooperating brokers and sales licensees must contact the listing broker to disclose their agency status and to arrange appointments to show listed property, even if the property has a lockbox affixed to it, unless the listing broker has given specific permission (through information published in the MLS or otherwise) to show the property without first contacting the listing broker. MLS may operate a lockbox system provided that the following minimum-security requirements for such a system are met. These measures are the minimum required in order to have the protection of the errors and omission insurance program of the National Association of REALTORS®. (Amended 1/19)

The MLS shall:

1. Utilize any lockbox system defined in this standard. Any physical or electronic key, programmer, or other device (herein after referred to as “key”) must be non-duplicative. Being non-duplicative means that it cannot be readily copied in the manner that other types of keys ordinarily are. A mobile device (such as a smart phone, tablet, etc.) can transmit a key to access a lockbox using standard protocols, including Bluetooth, infrared technology, and others. The applications and software used by mobile devices must contain security controls to allow only authorized users access to the lockbox (adopted 5/17)
2. Keys must be obtained from the original manufacturer, from a recognized vendor of lockbox systems, or from any other legitimate source. If ECAR MLS purchases used lockboxes, lids, or keys, the original manufacturer and surrounding associations & MLSs will be contacted to determine whether the key ‘s pattern, code, or configuration is already in use. Electronic lockboxes and electronic keys running on mobile devices must incorporate security protocols to prevent the following types of cyber-attacks:
  - where an unauthorized user can override or escalate their security credentials
  - where the communication session between the electronic lockbox and key are recorded and played back later to gain unauthorized access
  - forging of electronic credentials that could allow an unauthorized user the ability to masquerade as an authorized user
  - digitally signed updates to electronic keys running on mobile devices or electronic lockbox firmware plus a secured update process to prevent unauthorized software from being introduced into the lockbox system.
  - transmission(s) of frequencies to deceive the lockbox electronics into opening (adopted 5/17)
3. Have a written agreement between ECAR MLS and every MLS Participant, non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS Participant and is authorized to have a key-
4. Lockbox codes and/or electronic key access must remain strictly confidential to each authorized participant, and may not be given, loaned, shared by any participant to any other participant or to any unauthorized party. Agents that utilize an assistant must have a separate key for assistants use. All assistants with access to the key must be registered with the ECAR office
5. If participant has placed on a listing any lockbox or mechanism designed to allow contractors or others to access the property, ECAR requires that the current electronic lockbox also be placed on the listing for the use of ECAR members. Excluding foreclosures or new construction.
8. ECAR MLS may refuse to sell lockbox keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual who has been convicted of a crime within the past seven (7) years under the following circumstances (amended 5/17)
  - A. ECAR MLS determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts.

B. ECAR MLS gives the individual an opportunity to provide and the ECAR MLS must consider mitigating factors related to the individual's criminal history.

## Antitrust

### Section 21

**MLS Antitrust Compliance Policy:** The purpose of ECAR MLS is the orderly correlation and dissemination of listing information to participants so they may better serve the buying and selling public. ECAR MLS shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas. ECAR shall not:

1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services
2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
7. Prohibit or discourage participants from taking "office exclusive" listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants
9. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
10. Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
11. Prohibit or discourage participants or subscribers from participating in political activities
12. Interfere in or restrict participants in their relationships with their affiliated licensees

## Statistical Reports

### Section 22

#### Policy on Use of Statistical Ranking Reports

1. **Ranking Reports Defined.** RealtyPro includes statistical programs that are available to brokers: Agent Ranking (by units and volume) and Office/Firm Ranking (by units and volume).
2. **Member Use Only.** The Ranking Reports are intended for use by ECAR MLS members only. Distribution of a Ranking Report to any 3<sup>rd</sup> Party for their individual marketing or promotional purposes is not allowed.

## Virtual Tours

### Section 22

#### Virtual Tour Defined

- A. For ECAR MLS purposes, a virtual tour is a pictorial tour of a property, which includes, but is not limited to still photos, video, audio, or some combination thereof.
- B. ECAR MLS does not sell or create virtual tours, however, allows for posting of such tours in RealtyPro. The virtual tour link appears on selected MLS reports and is also included in data exports for public and IDX web sites.
- C. While style, layout and format may vary, there are two types of virtual tours: branded and unbranded. For ECAR MLS purposes, each is defined as follows:
  - I. A "branded" virtual tour includes information other than the tour of the home, including but not limited to listing agent contact information, email links, agent photo, company logo, audio scripting that includes agent and/or office contact information, watermarked or overlaid contact info on photos, etc. A branded tour might also include links to other web sites and/or links to other services including but not limited to mortgage calculators, community information, etc.
  - II. An "unbranded" virtual tour includes information (including audio) on the property only. An unbranded tour might also include the logo of the virtual tour company that created the tour but contains no contact information or marketing media of the listing agent/broker, the listing agent may not appear in the video or virtual tour, and no link to the listing agent/broker website may be included.



**Virtual Tour Policy**

- A. All virtual tours posted in RealtyPro must be the “unbranded” version.
- B. Only the link to an unbranded virtual tour may be loaded into the virtual tour field. Posting of any other URL will be considered a violation of the policy.
- C. No links of any kind may be on an ECAR MLS defined “unbranded” tour.

First Category 1 violation (or first violation within three {3} years): Possible discipline:

- Letter of warning
- Fine of \$800 or less
- Attendance at relevant education session
- Any combination of the above

Repeat Category 1 violation (within three [3] years): Possible discipline:

- Attendance at relevant education session(s) or course
- Fine of \$5000 or less

Any combination of the above

First Category 2 violation (or first violation within three {3} years): Possible discipline

- Letter of reprimand
- Fine of \$2000 or less
- Attendance at relevant education session(s)
- Any combination of the above

Category 2 violation (within three [3] years):

Possible discipline:

- Attendance at relevant education session(s) or course
- Fine of \$5000 or less
- Suspension from the MLS or from the MLS' lockbox key access for three {3} months or less
- Any combination of the above

First Category 3 violation (or first violation within three {3} years):

Possible discipline:

- Letter of reprimand
- Fine of \$4000 or less
- Attendance at relevant education session(s)
- Suspension from MLS or from use of the MLS' lockbox key access for ninety (90) days or less
- Any combination of the above

Repeat Category 3 violation (within three [3] years):

Possible discipline:

- Attendance at relevant education session(s) or course
- Fine of \$5000 or less
- Suspension from MLS or from use of the MLS' lockbox key access for six {6} months or less

- Termination from MLS or from use of the MLS' lockbox key access for 1 to 3 years  
Any combination of the above

First Category 4 violation (or first violation within three {3} years):

Possible discipline:

- Letter of reprimand and
- A Fine of \$15,000 or less
- Attendance at relevant education session(s)
- Suspension from MLS or from use of the MLS' lockbox key access for ninety (90) days or less  
Any combination of the above

Repeat Category 4 violation (within three [3] years):

Possible discipline:

- Attendance at relevant education session(s) or course and a
- Fine of \$15,000 or less
- Suspension from MLS or from use of the MLS' lockbox key access for six {6} months or less
- Termination from MLS or from use of the MLS' lockbox key access for 1 to 3 years  
Any combination of the above

(refer to section 7 compliance with rules for the \$15,000)

	MLS Rules	Fine	Training or other sanction in lieu of or in addition to a fine
<b>Listing Procedures</b>			
Failure to submit a required listing to the MLS	Section 1 - Listing Procedures, Section 1.01 - Clear Cooperation, Section 1.3 - Exempted Listings, Section 1.12 - Service Area	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to comply with Imputing requirements (remarks & photos)	<i>Section 1.1.1 Remarks (5, 9-12) (13) Listing Photos</i>	Level 2 Fine \$250 Uncorrected within 5 days \$500 Uncorrected additional 7 days \$1000 If still uncorrected for an additional 7 days \$2000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to submit accurate and complete listing information	Section 1.1.1 - Listing <i>Input requirements</i>  <i>1.11 - Termination Date</i>	Level 1 Fine \$100.00 Uncorrected 5 days \$200 Uncorrected additional 7 days \$400 If still uncorrected for an additional 7 days \$800 and services suspended until fine is paid in full	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to report and update listing information	Section 1.4 - Change of Status of Listing, Section 1.5 - Withdrawal of Listing Prior to, 1.6 - Contingencies Applicable to Listings, Section 1.7 - Listing Price Specified, Section 2.5 - Reporting Sales to the Service, Reporting Resolutions of Contingencies, Reporting Cancellation of Pending Sale	Level 2 Fine \$250 Uncorrected within 5 days \$500 Uncorrected additional 7 days \$1000 If still uncorrected for an additional 7 days \$2000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to list properties separately	Section 1.8 - Listing Multiple Unit Properties	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.

		If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	
Listing Policies	Section 1.16 <i>Listing with Unrecorded Maps, Remarks (access information &amp; Steering)</i>	Level 2 Fine \$250 Uncorrected within 5 days \$500 Uncorrected additional 7 days \$1000 If still uncorrected for an additional 7 days \$2000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Listing Policies	Section 1.16 <i>Real Property, Reservations &amp; Referral Fees, Active Not Available for Showing, Modular Homes</i>	Level 1 Fine \$100.00 Uncorrected 5 days \$200 Uncorrected additional 7 days \$400 If still uncorrected for an additional 7 days \$800 and services suspended until fine is paid in full	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Listing Policies	Section 1.16 <i>Coming Soon</i>	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Listing Procedures	Section 1.16 Disclosure of Variable Commission Rate	Level 3 Fine \$500 Uncorrected within 5 days \$1000 Uncorrected additional 7 days \$2000 If still uncorrected for an additional 7 days \$4000 and services suspended until fine is paid in full	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
<b>Selling Procedures</b>			
Failure to follow showing instructions	Section 2 - Showings and Negotiations	Level 1 Fine \$100.00 Uncorrected 5 days \$200 Uncorrected additional 7 days \$400 If still uncorrected for an additional 7 days \$800 and services suspended until fine is paid in full	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.

Failure to present an offer or provide written confirmation of an offer being submitted	Section 2.1 - Presentation of Offers, Section 2.2 - Submission of Written Offers and Counter Offers, Section 2.3 - Right of Cooperating Broker in Presentation of Offer, Section 2.4 - Right of Listing Broker in Presentation of Counteroffer,	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Advertising a listing without authority	Section 2,7 - Advertising of Listings Filed with the Service	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
To misrepresent access to, and the ability to show, a property	Section 2.10 - Availability of Listed Property	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Providing MLS information to brokers or firms that do not participate in MLS	Section 4 - Information for Participants Only	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Violation of for sale and sold sign rules	Section 4.1 - For Sale Signs, Section 4.2 - Sold Signs	Level 1 Fine \$100.00 Uncorrected 5 days \$200 Uncorrected additional 7 days \$400 If still uncorrected for an additional 7 days \$800 and services suspended until fine is paid in full	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.

Unauthorized solicitation of seller	Section 4.3 - Solicitation of Listing Filed with the Service	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Misuse of terms MLS and multiple listing service	Section 4-Information for Participants Only 4.4- Use of Terms MLS and Multiple Listing Service	Level 4 Fine \$2000 Uncorrected within 5 days \$4000 Uncorrected additional 7 days \$8000 If still uncorrected for an additional 7 days \$15,000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to include cooperative compensation	Section 5 - Compensation Specified on Each Listing	Level 3 Fine \$500 Uncorrected 5 days \$1000 Uncorrected additional 7 days \$2000 If still uncorrected for an additional 7 days \$4000 and services suspended until fine is paid in full	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to disclose Potential short sales	Section 5.0.1 - Disclosing Potential Short Sales	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to disclose status as a principal or purchaser	Section 5.1 - Participant as Principal, Section 5.2 - Participant as Purchaser	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
<b>Service Charges</b>			
Failure to pay MLS Dues, Fees and Changes	Section 6 - Service Fees and Charges	Suspension of services Late Fee \$50.00 Reinstatement Fee \$150.	Suspension Late Fee Reinstatement Fee

			Or a combination of the above.
<b>Confidentiality of MLS Information</b>			
Misuse or unauthorized distribution of MLS content	Section 10- Confidentiality of MLS Information, Section 12 - Distribution, Section 12.1 - Display, Section 12.2 - Reproduction, Section 13 - Limitations on Use of MLS Information	Level 4 Fine \$2500 Uncorrected within 5 days \$5000 Uncorrected additional 7 days \$10,000 If still uncorrected for an additional 7 days \$15,000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
<b>Standards of Conduct- Referred to Code of Ethics</b>			
<b>Orientation</b>			
Failure to complete orientation or continuing education	Section 17 - Orientation	Member's services will be suspended. Current service reactivation fee paid in full.	Course completion Reactivation Fee Or a combination of the above
<b>Internet Data Exchange (IDX)</b>			
Failure to notify and provide access to an IDX display	Section 18.2.1	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Misuse of IDX content	Section 18.2.2	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to withhold listing or property address per seller's instructions	Section 18.2.3	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.



		additional 7 days \$5000 and services suspended until fine is paid in full.	
Failure to refresh download within 12 hours	Section 18.2.5	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Unauthorized distribution of MLS database	Section 18.2.6	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to disclose the name of the brokerage <b>firm</b>	Section 18.2.7	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to disable third-party comments and AVMs	Section 18.2.8	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to include email address or telephone number for displaying broker, or to correct false data	Section 18.2.9	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.

Modifying or manipulating other participants listings	Section 18.2.11	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to identify the listing firm	Section 18.2.12	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Display of prohibited fields	Section 18.3.1	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to identify the listing agent	Section 18.3.4	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Subscriber's display of IDX content without participant's consent	Section 18.3.5	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to include the MLS as the source of the information	Section 18.3.7	Level 4 Fine \$1000 Uncorrected within 5 days \$2000	Letter of Reprimand Required Attendance at relevant education session(s) or course

		Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Or a combination of the above.
Failure to include required disclaimers	Section 18.3.8	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Exceeding the number of listings to consumer inquires	Section 18.3.9	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to separate displays from other sources	Section 18.3.11	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Displaying prohibited statuses and sellers/occupant information	Section 18.3.12, Section 18.3.13	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to employ required security protection	Section 18.3.14	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.

		is paid in full.	
Failure to maintain an audit trail of consumer activity	Section 18.3.15	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to comply with the MLS's advertising rule on pages with IDX listings	Section 18.3.16	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
<b>Virtual Office Websites</b>			
Failure to establish a broker-consumer relationship, or to receive participant consent for non principal display	Section 19.1a, Section 19.3 a. i.	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to obtain a name, email address, username, and password for registrants	Section 19.3 a. ii. and iii.	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.

Failure to expire passwords for registrants or to keep records for not less than 180 days after expiration	Section 19.3 b.	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to provide the name, email address, username, and current password for alleged breach of MLS listing information or violation of MLS rules	Section 19.3 c.	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to require registrant to agreement to required terms of use	Section 19.3 d.	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to display broker's contact information or the respond to registrant inquires	Section 19.4	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to monitor or prevent misappropriation, scraping, or other unauthorized uses of MLS information	Section 19.5	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Displaying seller address when unauthorized	Section 19.6 a.	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the

		days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	above.
Failure to execute a seller opt-out form when required, or retain the form for 1 year	Section 19.6 b. and c.	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to disable third-party comments and AVMs	Section 19.7 a. and b.	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to include email address or telephone number for displaying broker, or to correct false data within 48 hours	Section 19.8	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to refresh VOW data feed within 3 days	Section 19.9	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Unauthorized access to VOW content	Section 19.10	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.

Failure to display participant's privacy policy	Section 19.11	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to notify and provide access to an IDX display	Section 19.13	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Displaying prohibited information	Section 19.15	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Unauthorized change to VOW content, or failure to identify the source of augmented content	Section 19.16	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to include required disclosures	Section 19.17	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.

Failure to identify the name of the listing firm, broker, or agent	Section 19.18	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Exceeding the number of listings to consumer inquires	Section 19.19	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to require registrant's passwords to be changed	Section 19.20	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Violating the MLS's advertising rules for pages with VOW content	Section 19.21	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to identify other sources of property information, or to display search results separately.	Section 19.22, Section 19.23	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Failure to execute a license agreement	Section 19.24	Level 4 Fine \$1000 Uncorrected within 5 days \$2000	Letter of Reprimand Required Attendance at relevant education session(s) or course



		Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Or a combination of the above.
Failure to file written instructions from the seller to withhold a listing and address	Section 19.25	Level 4 Fine \$1000 Uncorrected within 5 days \$2000 Uncorrected additional 7 days \$4000 If still uncorrected for an additional 7 days \$5000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Lockbox Requirements	Section 20 <i>required use of Lockbox or Removal of Lockbox from off-market listing</i>	Level 1 Fine \$100.00 Uncorrected 5 days \$200 Uncorrected additional 7 days \$400 If still uncorrected for an additional 7 days \$800 and services suspended until fine is paid in full	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.
Lockboxes	Section 20 <i>Lockboxes unauthorized use of Lockbox or e-key</i>	Level 4 Fine \$2500 Uncorrected within 5 days \$5000 Uncorrected additional 7 days 10,000 If still uncorrected for an additional 7 days \$15,000 and services suspended until fine is paid in full.	Letter of Reprimand Required Attendance at relevant education session(s) or course Or a combination of the above.