



RULES AND REGULATIONS

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Contents

Preamble	8
Listing Procedures	9
Section 1 - Listing Procedures Definitions:	9
Section 1.1 – Forms:	9
Section 1.2 – Types of Listings Accepted:	9
Section 1.3 – Listings Subject to Rules and Regulations of the MLS:.....	11
Section 1.4 – Detail on Listings Filed with the MLS:	11
Section 1.4.1 – Bedroom Definition:	11
Section 1.4.2 – Year Built Definition:	11
Section 1.5 – Limited Service and MLS Entry-only Listings:	11
Section 1.5.1 – Limited Service Listing Guidelines:.....	11
Section 1.5.2 – MLS Entry-only Listing Guidelines:.....	12
Section 1.6 – Exempt/Delayed Listings:	12
Section 1.7 – Change of Status of Listing:	12
Section 1.8 – Withdrawal of Listing Prior to Expiration:.....	12
Section 1.9 – Contingencies Applicable to Listing:.....	12
Section 1.10 – Status Definitions	13
Section 1.11 – Listing Price Specified:	13
Section 1.12 – Listing “Multiple Unit” Properties:.....	13
Section 1.13 - No Control of Commission Rates or Fees Charged by Participants:	13
Section 1.14 - Expiration, Extension and Renewal of Listings:.....	13
Section 1.15 -Termination date on Listing:	14
Section 1.16 -Listings of a Suspended or Terminated Participant:	14
Section 1.17 -Listings of Resigned Participants:.....	14
Section 1.18 – Restrictions to Listing Information:	14

Section 1.19 – Submitting Photos to MLS:	14
Section 1.20 – One Listing Per Property Type:	15
Section 1.21 – List Price Range Marketing Plan:	16
Section 1.22 – Short Sales:	16
Section 1.23 – Property Re-list:	16
Section 1.24 – Property Type Definitions	16
Section 1.25 – Deletion of Listing and Listing History	17
Section 1.26 - Listings for Comparable Purposes	17
Selling Procedures	
Section 2 – Showings and Negotiations:	18
Section 2.1 - Presentation of Offers:	18
Section 2.2 - Submission of Written Offers and Counter-Offers:	18
Section 2.3 - Right of Cooperating Broker in Presentation of Offer:	18
Section 2.4 - Right of Listing Broker in Presentation of Counter-Offer:	19
Section 2.5 - Reporting of Sales to the MLS:	19
Section 2.6 - Reporting Resolutions of Contingencies:	19
Section 2.7 - Advertising of Listing Filed with the MLS:	19
Section 2.8 - Reporting Cancellation of Pending Sale:	19
Section 2.9 – Availability of Listed Property:	19
Section 2.10 - Reporting of Team Listings:	19
Section 2.11 - Showing Instructions:	20
Section 4 - Information for Participants Only:	20
Section 4.1 - “For Sale” Signs:	20
Section 4.2 - “Sold Signs”:	20
Section 4.3 - Solicitation of Listing Filed with the MLS:	20
Section 4.4 – Confidentiality of Employment Agreement:	21

Section 4.5 – Use of the Terms MLS and Multiple Listing Service:21

Section 4.6 - MLS data fields authorized for display may not be changed: 22

Division of Commissions 22

Section 5 - Cooperative Compensation Specified on Each Listing: 22

Section 5.1-Participants as Principal:..... 23

Section 5.2 - Participants as Purchaser: 23

Section 5.3 – Dual or Variable Rate Commission Arrangements: 25

Service Charges 25

Section 6 - MLS Fees and Charges:..... 25

Compliance with Rules 25

Section 7 - Compliance with Rules/Authority to Impose Discipline: 25

Section 7.1 Compliance with Rules:..... 26

Section 7.2 - Applicability of Rules to Users and / or Subscribers: 26

Meetings 26

Section 8 - Meetings 26

Section 8.1 Meeting of MLS Participants:..... 28

Section 8.2 - Meeting of MLS Standing Committees:..... 28

Section 8.3 - Conduct of the Meetings:..... 28

Enforcement of Rules or Disputes 28

Section 9 - Consideration of Alleged Violations:..... 28

Section 9.1 - Violations of Rules and Regulations..... 28

Section 9.2 - Complaints of Unethical Conduct: 28

Section 9.3 - Complaints of Unauthorized Use of Listing Content..... 28

Section 9.4 - MLS Rules Violations 29

Confidentiality of MLS Information 29

Section 10 – Confidentiality of MLS Information:..... 29

Section 10.1 – MLS Not Responsible For the Accuracy of Information: 29

Section 10.2 – Access to Comparable and Statistical Information:..... 29

Ownership and Copyright 29

Section 11 - Ownership of MLS Compilation and Copyright: 29

Section 11.1..... 32

Section 11.2 – Display:..... 32

Use of Copyrighted MLS Compilation 32

Section 12 – Distribution: 32

Section 12.1 - Display 32

Section 12.2 - Reproduction..... 32

Use of MLS Information 33

Section 13 - Limitations on Use of MLS Information:..... 33

Section 13.1 - Accuracy Disclaimer: 34

Section 13.2 - Disclaimers: 34

Section 13.3 – Display of Listing Participant: 34

Changes in Rules and Regulations 34

Section 14 - Changes in Rules and Regulations:..... 34

Orientation 34

Section 17 - Orientation:..... 34

Distribution of Content 34

Section 18 – Distribution of Content:..... 34

Virtual Office Websites (“VOWs”) 35

Section 19 - Virtual Office Websites (“VOWs”)..... 35

Internet Data Exchange (IDX) 41

Section 20 - Internet Data Exchange (IDX) Defined: 41

Section 20.1 -Authorization: 42

Section 20.2 - Participation:	42	
Section 20.3 - Display:	44	
Real Estate Standards Organization		45
Section 21 - Real Estate Transaction Standards (RETS)	45	
Listing Agreement Compliance		45
Section 22 – Compliance Audit:.....	45	
Section 22.1- Ownership of Listing and Listing Content:.....	45	
Keybox System and Sign In		46
Section 23 – Keybox System:.....	46	
Section 23.1 - Keybox Availability:	46	
Section 23.2 - Owner Authorization Required:.....	46	
Section 23.3 - Penalty for Security Violation:.....	46	
Section 23.4 - Securing Property:	46	
Section 23.5 - Indicating Keyboxes on Listings:	46	
Section 23.6 - Removal of Keybox:.....	47	
Section 23.7 – MLS Keybox Service:.....	47	
Section 23.8 – Simultaneous Unrelated Showings Prohibited:	47	
Section 23.9 – Use of Keybox Recommended	47	
Section 24 – Sign-In Sheets:	47	
Section 24.1 - Sign In Required:	47	
MLS Access Security		47
Section 25 – MLS Access Security:.....	47	
25.1 – Assistant/Staff Access to MLS (Limited Subscribers)	47	
25.2 – Superuser/Team Access	47	
25.3 Sharing a Password to Access MLS or Allowing Unauthorized Use/Access to MLS	47	
Schedule of Fees and Fines		48

Section 26 – Schedule of Fines for Violations:48

Section 27 – Schedule of Fees:48

Multiple Listing Service of Southern Arizona, RULES AND REGULATIONS

Preamble

The Tucson Association of REALTORS® Multiple Listing Service, Inc. D.B.A. Multiple Listing Service of Southern Arizona (MLSSAZ) is a service whereby Brokers make blanket unilateral offers of cooperation and compensation to the other Participants (acting either as subagents, buyer agents, or in any agency or non-agency capacities defined by law) and is a facility for the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients and the public. These Rules and Regulations have been created by REALTORS®, for REALTORS®, and have been reviewed by legal counsel and approved by the National Association of REALTORS®.

Participation Defined

Any REALTOR® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service “membership” or “participation” unless they hold a current, valid real estate broker’s license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.** Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized use are prohibited. Further, none of the foregoing is intended to convey “participation” or “membership” or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. (Amended 11/08)*

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. “Actively” means on a continual and ongoing basis during the operation of the Participant's real estate business. The “actively” requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law. (Adopted 11/08)

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a “Virtual Office Website” (VOW) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant actively endeavors during the operation of its real estate business to offer or accept cooperation and compensation only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants. (Adopted 11/08)

Listing Procedures

Section 1 - Listing Procedures Definitions:

Wherever the word “filed” is used herein shall refer to input in the Multiple Listing Service (MLS). Wherever the term “Listing Agreement” is used herein shall refer to the “Exclusive Right to sell” or exclusive agency agreements.

Mandatory Types:

Listings of the following types, located within the service area of MLSSAZ, taken by Participants on a “Listing Agreement” shall be delivered to the MLS, in the form of a “Profile Sheet,” or input directly into the MLS system within two (2) business days after all necessary signatures of the Sellers have been received by the listing Broker:

- a) Single Family Residence, Townhouse/Condominium, Manufactured or Mobile Home 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.

If the seller(s) requests that the input of the listing be delayed for any reason, an Exempt/Delayed Input Listing Form must be completed, signed, and submitted to the MLS within two (2) business days of its signing by seller(s). *Amended 11/2017 (M)*

Non-Mandatory Types:

Listings outside the service area of MLSSAZ will be accepted by the MLS if submitted voluntarily. Such listings, if submitted, shall be subject to the rules and regulations of MLSSAZ. Non-Mandatory types include:

- a) Commercially zoned buildings for sale, lease, or exchange
- b) Commercially zoned buildings with business included for sale or exchange
- c) Farm and Ranch properties for sale or exchange
- d) Rental properties

Section 1.1 – Forms:

The MLS reserves the right to request any and all documentation pertaining to the listings filed with the MLS. Any documentation requested by the MLS shall be submitted within five business days upon request by the MLS. Any “Listing Agreement” may be accepted by the MLS, however, with advice of its Legal Counsel:

- (a) Reserves the right to refuse to accept any Listing Agreement which fails to adequately protect either the interest of the Public or the Participants;
- (b) Shall refuse to accept any Listing Agreement which establishes, directly or indirectly, any contractual relationship between the MLS and the Client or Customer;
- (c) Shall refuse to accept any Listing Agreement which does not include the Seller’s authorization to submit the agreement to the MLS.

Section 1.2 – Types of Listings Accepted:

MLSSAZ 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 MLSSAZ. The listing agreement must include the seller’s written authorization to submit the agreement to the Multiple Listing Service. The different types of listing agreements include:

Exclusive Right to Sell Listing:

The Exclusive Right to Sell Listing is the conventional form of Listing submitted to the Multiple Listing Service. The Listing Broker is defined in the contractual agreement as the Agent or the legally recognized Non-Agency Representative of the Seller(s). Based on the contractual agreement, the Seller(s) agrees to pay a commission to the Listing Broker regardless of whether the property is sold through the efforts of the Listing Broker, the Seller(s) or anyone else except that the Seller(s) may name one or more individual or entities as exempt in the listing agreement. If the property is sold to any exempted individual or entity, the Seller(s) is not obligated to pay a commission to the Listing Broker.

Exclusive Agency Listing:

The Exclusive Agency Listing also authorizes the listing Broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. The Listing Broker is defined in the contractual agreement as the Agent or the legally recognized Non-Agency Representative of the Seller(s). Based on the contractual agreement, the Seller(s) agrees to pay a commission to the Listing Broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the Seller(s), the Seller(s) is not obligated to pay a commission to the listing broker.

Exclusive agency listings shall be clearly distinguished by designation of listing type upon listing input and a notation in the remarks section of the listing since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings.

Exclusive Right to Sell Listings with Prospect Reservations:

MLSSAZ will accept exclusive right to sell listings in which the seller reserves the right to sell to certain named individuals. Such listings shall be clearly distinguished from the Exclusive Right to Sell Listing by a notation in the Agent Only Remarks section of the listing. The listing will be accompanied by a statement signed by the seller identifying the named individuals. The listing agent must disclose the named individuals at the request of another Subscriber.

Open Listing:

Means a contractual agreement under which the Listing Participant acts as the agent of the Seller(s), and the Seller(s) agrees to pay a commission to the Listing Participant only if the property is sold through the efforts of the Listing Participant. 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.

Net Listings:

MLSSAZ may not accept net listings because they are deemed unethical and, in most states, illegal

Note: These definitions are provided to facilitate categorization of listings in MLS compilations. In any area of conflict or inconsistency, state law or regulation takes precedence. If state law permits brokers to list property, on either an exclusive or open basis, without establishing an agency relationship, listings may not be excluded from MLS compilations on the basis that the listing broker is not the seller's agent.

Note: MLSSAZ does not regulate the type of listings its Participants may take. This does not mean that a multiple listing service must accept every type of listing. MLSSAZ shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. While MLSSAZ may limit the kind of listings it will accept, it shall leave its Subscribers free to accept such listings to be handled outside the multiple listing service.

Note: The 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 by NAR) [M]

Section 1.3 – Listings Subject to Rules and Regulations of the MLS:

All listings taken on a Listing Agreement to be filed with the MLS are subject to these Rules and Regulations of the MLS upon signature of the seller(s). (R)

Section 1.4 – Detail on Listings Filed with the MLS:

A "Profile Sheet," when filed with the MLS shall be signed by the Listing Broker and seller(s), and be complete and accurate in every detail which is ascertainable on the "Profile Sheet." Any office and/or agent specified on the "Profile Sheet" must be a member of MLSSAZ and affiliated with an office that is a member in good standing with the MLS.

Section 1.4.1 – Bedroom Definition:

A conforming bedroom is defined as a permitted room which contains a constructed closet, door and window.

Section 1.4.2 – Year Built Definition:

The year built date on an MLS Listing must be what is reflected in the Assessor's Effective Year Built records. Any other references to the year built, other than what is reflected by the Assessor may be included in the Property Description section or the Agent only Remarks Section of the listing.

Section 1.5 – Limited Service and MLS Entry-only Listings:

Limited Service and MLS Entry-only Listings will be identified with the "Limited Service Listing" field in the MLS. Listing agent shall provide instructions to the cooperating broker in the Agent Only Remarks so they will be aware of the extent of the services the listing broker will provide.

Section 1.5.1 – Limited Service Listing Guidelines:

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

- (a) Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- (b) Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- (c) Advise the seller(s) as to the merits of offers to purchase;
- (d) Assist the seller(s) in developing, communicating, or presenting counter-offers; or
- (e) Participate on the seller(s) behalf in negotiations leading to the sale of the listed property.

Section 1.5.2 – MLS Entry-only Listing Guidelines:

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

- (a) Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- (b) Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- (c) Advise the seller(s) as to the merits of offers to purchase;
- (d) Assist the seller(s) in developing, communicating, or presenting counter-offers; or
- (e) Participate on the seller(s) behalf in negotiations leading to the sale of the listed property.

MLS Entry-Only listings should direct cooperating brokers to Section 2.5 Reporting of Sales to the MLS.

Section 1.6 – Exempt/Delayed Listings:

A seller may elect to delay or not permit a listing to be disseminated by the MLS under the following conditions: If a seller elects to delay or refuses to permit the listing to be disseminated by the MLS, the Broker may then take the listing, but not enter the listing into the MLS. An Exempt/Delay Form shall be submitted to the Service within two (2) business days after all necessary signatures have been obtained by the broker and accompanied by a certification signed by the seller. The listing broker shall maintain the signed documents. (Amended 2/10)

A delayed listing that has first been submitted as Exempt/Delayed will show the listing date as the date the Exempt/Delayed status expires and the listing is to be made available to the MLS for publication to the membership.

Section 1.7 – Change of Status of Listing:

Any change in the Listing Agreement, including but not limited to price, terms of sale, withdrawal, and extension, shall be made only when authorized in writing by the seller on the Status Change Form and signed by the Listing Broker.

- a) Status Change Form shall be filed with the MLS within two (2) business days after the authorized change is received by the Listing Broker.
- b) Within two (2) business days of acceptance of a purchase contract for a property entered into the MLS, the MLS listing must be reported as defined on the MLS's Status Change Form.

Section 1.8 – 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 a completed status change form signed by the broker, and seller(s), when possible, is filed with the MLS within two (2) business days. Sellers do not have the unilateral right to require MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the MLS may remove the listing at the request of the seller. (M)

Section 1.9 – Contingencies Applicable to Listing:

Any contingency or condition of any term or item in a listing including any seller exclusions shall be specified and noticed to Brokers.

Section 1.10 – Status Definitions

Active – Active properties with no offers or contingencies.

Online Offers Only - Used for any property where offers are submitted online, such as online auctions.

Active Contingent – An offer has been accepted but the seller is still permitting showing appointments and is accepting backup offers.

Pending Short Sale Approval – seller has accepted an offer and is awaiting short sale approval from the lender.

Signature Pending – Seller has verbally accepted an offer and is pending a signature(s).

Cancellation Provision – there is a provision to cancel the current offer with a replacement offer.

Pending – An offer has been accepted and the seller is not allowing showing appointments or backup offers.

Temp off Market – The seller has requested that the property be temporarily taken off market. Listing may be brought back on market without a new listing agreement.

Expired – Listing agreement has expired.

Canceled – Listing agreement has been canceled.

Closed – Property has been sold.

Section 1.11 – Listing Price Specified:

The full gross listing price or Range Price stated in the Listing Agreement will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction. (M)

Section 1.12 – Listing “Multiple Unit” Properties:

All properties which are to be sold or which may be sold separately shall be indicated individually in the Listing Agreement and on the “Profile Sheet.” When part of the property has been sold, proper notification shall be given to the MLS.

Section 1.13 - No Control of Commission Rates or Fees Charged by Participants:

The Multiple Listing Service and its Member Participants shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered, by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest or maintain the division of commissions or fees between cooperating Participants, or between Participants and Non-Participants. (M)

Section 1.14 - Expiration, Extension and Renewal of Listings:

Any listing filed with the MLS automatically expires on the date specified in the Listing Agreement unless renewed or extended by the Listing Broker and notice of renewal or extension is filed with the MLS, PRIOR to the expiration. If a renewal or extension of the original listing is signed and dated PRIOR to the expiration of the original listing, the extension or renewal will be accepted by the MLS, when received no later than five (5) calendar days after the expiration of the original listing. If notice of renewal or extension is dated after the expiration of the original listing, then a new listing agreement shall be secured for the listing to be filed with the MLS. It should then be published as a new listing. Any extension or renewal of a listing shall be signed by the seller(s) and be filed with the MLS. (M)

Section 1.15 -Termination date on Listing:

Listings filed with the MLS shall bear a definite and final termination (expiration) date as negotiated between the Listing Broker and the seller(s). (M)

Section 1.16 -Listings of a Suspended or Terminated Participant:

When a Participant of the MLS is suspended or terminated 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 obligation except failure to pay appropriate dues, fees, fines or charges) all listings currently filed with the MLS by the suspended or terminated Participant shall, at the Participant's option, be retained in the MLS 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 or MLS (or both) for failure to pay appropriate dues, fees, fines 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. (M)

Section 1.17 -Listings of Resigned Participants:

When a Participant resigns from the MLS; all listings will be withdrawn from the MLS as per the MLS Participation Agreement.

Section 1.18 – Restrictions to Listing Information:

MLS has the right to accept or reject specific information on a listing.

- (a) Security/alarm/gate codes: Security/alarm/gate codes shall not be included on a listing.
 - (b) Remarks, virtual tours, photographs and any other form of media advertising, and any publicly viewable fields in the MLS shall contain no Brokerage, Agent, or company/vendor branding.
 - (c) Property Description/Remarks:
 - (1) The Property Description shall include only descriptive information regarding the property and details relating to the transaction.
 - (2) Unless otherwise required by these Rules and Regulations, web site addresses, e-mail addresses, and phone numbers are not permitted in the Property Description.
 - (3) All listing remarks must be in compliance with State and Federal Laws and the Fair Housing Act.
 - (d) No unprofessional, inappropriate or derogatory content will be accepted into the MLS.
 - (e) Keyboxes: Only MLS approved keyboxes shall be referenced in the MLS. References to "combination boxes" or "contractor boxes" are not allowed. This includes statements such as "call for code", etc.
 - (f) The copying of photographs/sketches/descriptive content from a previous listing is prohibited unless permission is granted in writing by the original Broker that provided the content.
- (Amended 10/2012)

Section 1.19 – Submitting Photos to MLS:

Any Broker or Agent who submits photos and/or sketches to the MLSSAZ grants the rights for MLSSAZ to reproduce that photograph/sketch in any manner. If you are not granting such rights, DO NOT submit the photo/sketch.

The Broker or Agent submitting a photograph/sketch to MLSSAZ represents that he/she has the authority to grant rights to MLSSAZ to reproduce the photograph/sketch in any manner, including sharing with an internet data exchange (“IDX”), and the Broker or Agent agrees to defend, indemnify and hold harmless MLSSAZ and the IDX for any action or liability that may arise therefrom, including, but not limited to an action in copyright infringement. (Amended 07/2012)

(A) Unless specifically directed otherwise in writing by the seller, all MLS listings require a primary photo for all property types except vacant land.

(B) In the event a Seller’s written instructions preclude Listing Subscriber from uploading photographs of the premises into the MLS system, the Listing Subscriber shall upload a “No Photo Provided” graphic image. The only MLS approved “No Photo Provided” graphic image shall be retrievable through the MLS system,

(C) If only one photo will be uploaded when entering a MLS listing a property’s exterior front view or front view of the residential complex is required at time of activating listing for all property types except vacant land.

(D) Photographs may only depict the physical traits of the property for sale, any existing structures on that property, its vicinity or location, or neighborhood amenities of the property for sale.

(E) Photos with watermarks from other MLS’s shall need to be cropped out before uploading in the MLS system as a means to abide with copyright laws.

(F) People in photos shall need to be cropped out before uploading in the MLS system.

(G) Photos depicting livestock and/or domestic animals are permissible when present at the property for sale.

(H) Photos with URL links, borders, banners, graphics, writing, logos, or contact information (for sale signs) are NOT allowed to be uploaded in the MLS system.

(I) Photo enhancements are allowed as follows: saturation of color, brightness & contrast, cropping of size, and virtual home staging. Virtual staged photos must include a “virtual staged” disclosure prominently placed along the top of the image. Virtually staged photos must also include an unmodified copy of the photo adjacent to the staged photo. (Amended 01/2019)

(J) If the home is currently under construction or the lot is meant for the construction of a single family home following imagery is permissible of the home being built or to be built:

(1) The photo may show an ~~un-enhanced~~ artist’s rendering.

(2) An actual floor plan.

(3) If an artist’s rendering is used in the advertisement, the advertisement shall have a banner on the photograph with the following words: “Artist Rendering Only”.

(4) A photograph of the model home shall have a banner on the photograph with the following words “Model Home”.

(K) Media such as videos and virtual tours, including but not limited to photographs, floor plans, electronic files and embedded files of any format, rendering, and mortgage calculators are allowed to be part of or an addendum to a Listing.

(1) Both branded and un-branded Media is allowed to be linked to an outside third-party and/or embedded in the MLS system by an outside third-party’s script.

(2) MLS system settings only allow unbranded videos and virtual tours on public web sites and in e-mailed links.

(See also Section 22.1 – Ownership of Listing and listing Content) (Amended 01/2019)

Section 1.20 – One Listing Per Property Type:

An active listing may not be entered into the same property type more than once with the following exceptions:

(a) A listing broker may have multiple cross-referenced listings in the Residential category provided that the property is on a parcel which is large enough in size that it may be split in a variety of ways in accordance with the relevant zoning laws and CC&R's. Once the main listing has closed, the cross-referenced listings which were not part of the resulting sale must be immediately released from the MLS system. To cross-reference a property, each of the MLS #'s must be referenced as a child listing and in the broker remarks of each listing.

(b) A listing broker may have multiple cross-referenced listings in the residential category where a co-ownership situation exists. Once full or shared ownership listings have closed, the cross-referenced listings which were not part of the resulting sale must be immediately released from the MLS system. To cross-reference a property, each of the MLS #'s must be referenced as a child listing and in the broker remarks of each listing.

(c) A listing broker may have multiple cross-referenced listings in the Land/Lot category provided that the property is on a parcel which is large enough in size that it may be split in a variety of ways in accordance with the relevant zoning laws and CC&R's. Once the main listing has closed, the cross-referenced listings which were not part of the resulting sale must be immediately released from the MLS system. To cross-reference a property, each of the MLS #'s must be referenced as a child listing and in the broker remarks of each listing.

Section 1.21 – List Price Range Marketing Plan:

Properties marketed under a List Price Range Marketing Plan shall include in the 1st line of the Property Description “Seller will accept or counter offers between xxxx and xxxx dollars”

Section 1.22 – Short Sales:

As used in these rules, short sales are defined as a transaction where title transfers; where the sale price is insufficient to pay the total of all liens and costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies.

Participants are required to disclose potential short sales to other Participants by stating the following in the Agent Only Remarks: Potential Short Sale.

No references to commission or co-op fee splits, apportionments, or reductions are permitted in the MLS. In addition, documents referencing commission or co-op fee splits, apportionments, or reductions are not permitted in the MLS. The cooperating brokers do retain the right to negotiate the commission/co-op fee outside of the MLS. Within two (2) business days of seller's acceptance of written contract, the listing broker shall change the short sale listing's status in MLS to 'Active Contingent – Pending Short Sale Approval', 'Pending' or 'Sold', as is appropriate per MLS Status Definitions.

Disclosure of short sale shall not be made in the Property Description, Marketing Remarks, or any other publicly viewable component of the MLS without the seller's written permission to the listing broker. (Amended 6/09)

Section 1.23 – Property Re-list:

Listings canceled or withdrawn and relisted by the same agent or team in less than 7 days will be charged a relist fee as established by the Board of Directors. However, properties that have a new owner or were foreclosed and subsequently re-listed with the same agent can be reentered as new within the 7 day period. (Amended 10/2012)

Section 1.24 – Property Type Definitions

- (a) Residential: Single Family Residence, Townhouse/Condominium, Manufactured or mobile home for sale or exchange where the final sales includes a structure that has been framed.
- a. Single Family- Means a structure built on site, or in modules and assembled to a permanent foundation on site.
 - b. Condo: "Condominium" means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.
 - c. Townhouse: "Townhouse" means a duplex or multiple dwelling constructed as a series of dwelling units, all of which are attached to the adjacent dwelling units with no visible separation between walls or roofs, and with areas of individual and common ownership indicated on a subdivision plat.
 - d. Manufactured Single Family: Manufactured home means a structure built after June 15, 1976 in accordance with the national manufactured home construction and safety standards act of 1974. The structure must be on a permanent chassis, capable of being transported in one or more sections and is designated to be used with a permanent foundation as a dwelling
 - e. Mobile Home: Mobile home means a structure built prior to June 15, 1976 on a permanent chassis, capable of being transported in one or more sections and is designated to be used with a permanent foundation as a dwelling.
- (b) Land/Lot: Land without any dwelling units. This may include parcels that have obsolete structures without value.
- (c) Multi Family: More than one legal residential units on a single parcel.
- (d) Commercial: Includes any office, retail, industrial property. Commercially zoned vacant land must be entered in the Vacant Land category.
- (e) Commercial Lease: Rent or lease of any commercial or business property
- (f) Commercial With Business: Includes any office, retail, industrial property that is accompanied by an operating business.
- (h) Rental: Rent or lease of any residential property.
- (Updated 10/2012)

Section 1.25 – Deletion of Listing and Listing History

MLSSAZ 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 a listing that did not receive proper authorization for input in the MLS. The request for deletion under these circumstances must be received on a properly executed status report form with the signature of the listing broker.

Section 1.26 - Listings for Comparable Purposes

Section 1.26.1 - Definition:

Listings for Comparable Purposes are defined as listings where at least one side (listing or selling) of the transaction was completed by an MLS Subscriber and one of the following conditions is met:

- 1) Listings where the seller was represented by a real estate licensee who is not an MLS Subscriber and where the buyer is represented by an MLS Subscriber.
- 2) Listings where the seller is not represented by a real estate licensee and where the buyer is represented by an MLS Subscriber.

Section 1.26.2 - Listings for Comparable Purposes Entry Guidelines:

Listings entered for comparable purposes only shall have the Listing Agent stated as the Non-Member agent (Agent ID 100000) in the MLS.

A Profile Sheet complete with buyer and Buyer's Broker signatures is required and must be complete and accurate in every detail which is ascertainable. Listings for Comparable Purposes shall list the Listing Date as the date the property closed escrow and must be entered within 5 business days of closing. The Expiration Date field shall be the date the property is entered into the MLS. The Co-Op field shall read 0.

Listings for Comparable Purposes will be appropriately identified with the Comparable Listing field in the MLS and will not be included in the annual Market Share Report required in the MLSSAZ Bylaws. (Adopted 01/2017)

Selling Procedures

Section 2 – Showings and Negotiations:

Appointments for showings and negotiations with the Seller for the purchase of listed property filed with the MLS shall be conducted through the listing Broker except under the following circumstances:

- (a) The listing Broker gives the cooperating Broker specific authority to show and/or negotiate directly, or
- (b) If after a reasonable effort, during a 24 hour period, the cooperating Broker cannot contact the listing Broker or his representative; then the Rules and Regulations of the State Real Estate Department shall govern. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (M)

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. (M)

Section 2.2 - Submission of Written Offers and Counter-Offer:

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

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

Section 2.3 - Right of Cooperating Broker in Presentation of Offer:

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

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

been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (M) (Amended 11/2018)

Section 2.4 - Right of Listing Broker in Presentation of Counter-Offer:

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.5 - Reporting of Sales to the MLS:

Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within two (2) business days after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within two (2) business days after receiving notice from the cooperating broker. (Amended 11/08) Violation of this rule may be subject to a fine.

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

Section 2.6 - Reporting Resolutions of Contingencies:

The Listing Broker shall report to the MLS, within two (2) business days that a contingency on file with the MLS has been fulfilled or renewed, or the Agreement canceled. (This shall be done on a Status Change Form) (M)

Section 2.7 - Advertising of Listing Filed with the MLS:

A listing shall not be advertised by any Broker other than the Listing Broker without the prior written consent of the listing Broker. (M)

Listings may be advertised on other broker/agent's internet websites if listing Broker has so indicated on the Profile Sheet by selecting All Internet Sites. Brokers/Agents who advertise other real estate brokerage company's listings on their websites shall complete the required agreement. Any violation of the terms in the agreement will be considered a violation of the MLS Rules and Regulations and will be subject to any penalties or sanctions provided for herein.

Section 2.8 - Reporting Cancellation of Pending Sale:

The listing Broker shall report to the MLS, within two (2) business days, the cancellation of any pending sale and the listing shall be reinstated immediately. (M)

Section 2.9 - Availability of Listed Property:

Listing Brokers shall not misrepresent the availability of access to show or inspect listed property. (M)

Section 2.10 - Reporting of Team Listings:

When reporting a listing as Closed, MLSSAZ Subscribers shall use the Agent MLS Code field on the AAR

Purchase Contract to determine how sales credit will be awarded. If the buyer's agent fills in a name but no Agent MLS Code on the Purchase Contract, that name shall not be added as a Selling or Co-Selling agent on the listing. If the information entered into the Agent MLS Code field does not correspond to the name and license number, information in the name and license number shall prevail.

For Closed listings that did not use the AAR Purchase Contract, the Selling Agent and his/her brokerage shall communicate the existence of a team and how the listing is to be reported in writing at the time of closing.

If a listing to be reported as a team has been reported with incorrect team members, the team leader or Designated REALTOR® must request a change by the Listing Brokerage within 30 days of closing. (Adopted 01/2017)

Section 2.11 - Showing Instructions:

Listing brokers shall provide showing procedures, instructions and restrictions within Showing Instruction field in the MLS. Participants and Subscribers shall strictly adhere to the instructions as specified by the listing broker. Participants and Subscribers may communicate with the listing broker to discuss and agree upon showing methods other than what has been entered for the listing. Failure of any Participant or Subscriber to follow Showing Instructions or agreed showing method on an MLS listing may be subject to a fine. (Added 01/2019)

Section 3 – (THIS SECTION NOT USED)

Prohibitions

Section 4 - Information for Participants Only:

Any listing filed with the MLS shall not be made available to any Non-Participant without the prior consent of the Listing Broker. (M)

The following data is intended exclusively for MLS Participants and their affiliated licensees:

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

Section 4.1 - "For Sale" Signs:

Only the "For Sale" or "For Rent" signs of the Listing Broker may be placed on the property. (M)

Section 4.2 - "Sold Signs":

Prior to closing, only the "sold" sign of the listing Broker may be placed on the property, unless the listing Broker authorizes the cooperating (selling) Broker to post such a sign. (M)

Section 4.3 - Solicitation of Listing Filed with the MLS:

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

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

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

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

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

Section 4.4 – Confidentiality of Employment Agreement:

Listing Agreements filed with the MLS are confidential agreements between Seller(s) and listing Brokers. The MLS shall not disclose or publish, in whole or part, the contents of an active agreement to any Participants without the prior written authorization of the listing Broker.

Section 4.5 – Use of the Terms MLS and Multiple Listing Service:

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

Section 4.6 - MLS data fields authorized for display may not be changed:

MLS content may be augmented with additional content provided the source of any additional data is clearly identified.

Division of Commissions

Section 5 - Cooperative Compensation Specified on Each Listing:

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

(Amended 11/98)

In filing a property with the Multiple Listing Service of Southern Arizona, Inc. the Participant of the MLS is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the MLS, 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 listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different. *(Amended 11/96)*

*The compensation specified on listings filed 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 his 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 11/95)*

MLSSAZ DOES NOT allow Participants to offer cooperative compensation as a percentage of the net sales price, with net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation).

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 his 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 MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. *(Amended 11/95)*

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

Note 2: *The listing broker may, from time to time, adjust the compensation offered to other multiple listing service Participants for their services with respect to any listing by advance published notice to the MLS so that all Participants will be advised. (Amended 4/92)*

Note 3: *The multiple listing service shall make no rule on the division of commissions between Participants and Non-Participants. This should remain solely the responsibility of the listing broker.*

Note 4: *Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Amended 5/08)*

Note 5: *Nothing in these MLS rules precludes a listing Participant and a cooperating Participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. (Adopted 11/05) (M)*

Note 6: *Multiple listing services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require Participants to disclose potential short sales when Participants know a transaction is a potential short sale. In any instance where a Participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other Participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating Participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to Participants and Subscribers (Amended 5/09) (M)*

Section 5.1-Participants as Principal:

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

Section 5.2 - Participants 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. (M)

Section 5.3 – Dual or Variable Rate Commission Arrangements:

The existence of a dual-or variable-rate commission agreement (i.e. one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either 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. (M)

Service Charges

Section 6 - MLS Fees and Charges:

The following services 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 \$150 with such fee to accompany the application.

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

Recurring Participation Fee: The annual participation fee of each participant shall be an amount equal to \$260 times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made within 30 days of receiving an invoice. Fees shall 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 where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated.

(Adopted 11/17) (M)

From time to time, the MLS Standards Committee shall establish and publish a Schedule of Fines applicable to its service(s) and sanctions. Such Schedule of Fines shall be subject to the approval of the Board of Directors.

The Board of Directors shall establish and publish a Schedule of Fees applicable to its service(s).

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 Participants or Subscriber can reasonably attend taking into consideration cost, location, and duration
- d.) Appropriate, reasonable fine not to exceed \$15,000. - Any Subscriber/user sanctioned by the MLS Standards Committee shall have the right to request an appeal, within twenty (20) days following receipt of the Committee's decision, to the MLS Board of Directors.
- e.) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year - If any Participant and/or Subscriber fails to comply with any sanction whether it be fine, class, or other requirement imposed by MLS Standards Committee, within the timeframe specified by their sanction, subject to the request for a hearing, individual so sanctioned shall be suspended until all conditions of their sanction have been fulfilled
- f.) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years (M) (*Amended 04/2015*)

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

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) calendar days' notice has been given, the MLS shall be suspended until service charges or fees are paid in full
- b.) for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

Note: *Generally, warning, censure, and the imposition of a fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of fines, they should be clearly specified in the rules and regulations.*

Section 7.2 - Applicability of Rules to Users and / or Subscribers:

Associate 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 the MLS information *and/or its other services* 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 Participants to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users and Subscribers affiliated with the Participants.

Meetings

Section 8 - Meetings

In addition to meetings as required by the By-laws, the following meetings are required:

Section 8.1 Meeting of MLS Participants:

The Board of Directors may call meetings of the Participants of the MLS at a time and place to be determined by the Board of Directors.

Section 8.2 - Meeting of MLS Standing Committees:

Standing Committees of the MLS shall meet for the transaction of its business at a time and place to be determined by the Board of Directors or at the call of the Committee Chairperson.

Section 8.3 - Conduct of the Meetings:

The Chair shall preside at all meetings or, in the absence of the Chair; a temporary Chair from the membership of the Committee shall be named by the Chair, or upon failure to name a Chair, by the Committee.

Enforcement of Rules or Disputes**Section 9 - Consideration of Alleged Violations:**

The MLS Standards Committee shall give consideration to all complaints having to do with violations of the Rules and Regulations. If, in the opinion of the Standards Committee, the alleged violation is considered to be a violation of the REALTOR® Code of Ethics or a Request for Arbitration, the complaint shall be forwarded to the Professional Standards Committee of the Arizona Association of REALTORS® for action in accordance with the Bylaws. 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 Board of Directors. (M) (Amended 11/2018)

Section 9.1 - Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of the MLS and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered according to the MLSSAZ Correction Policy and if a violation is determined, the MLS Standards Committee may direct the imposition of sanction, provided the recipient of such sanction may request an appeal before the MLS Board of Directors within twenty (20) days following receipt of the Committee's decision.

Alleged violations involving unethical conduct shall be referred to the Professional Standards Committee of the Arizona Association of REALTORS® 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 Arizona Association of REALTORS®. (M) (Amended 09/2014)

Section 9.2 - Complaints of Unethical Conduct:

All other complaints of unethical conduct shall be referred by the Board of Directors of the Multiple Listing Service to the Arizona Association of REALTORS® for appropriate action in accordance with the Professional Standards established by the Association's Bylaws. (M)

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, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically 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 MLS 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 MLS that the use is authorized. Any proof submitted will be considered by the MLS, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the MLS determines that the use of the content was unauthorized, the MLS Standards Committee 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 MLS Standards Committee determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. (Adopted 05/2018) (M)

Section 9.4 - MLS Rules Violations

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. (Added 05/2018) (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 MLS. Such information shall be considered confidential and exclusively for the use of the Participants and real estate licensees affiliated with such Participants or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Such information, access thereto or the right to use the same, may not be sold, resold or otherwise marketed by Participants or affiliated licensees. (M)

Section 10.1 – MLS Not Responsible For the Accuracy of Information:

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

Section 10.2 – Access to Comparable and Statistical Information:

REALTORS® who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are permitted to purchase or lease all “sold” information, and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with Association Members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

Ownership and Copyright

Section 11 - Ownership of MLS Compilation and Copyright:

By the act of submitting any property listing content to the MLS the Participant represents and warrants that he/ or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules 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 comparables. Listing content includes, but is not limited to, photographs, images, graphics,

audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. (M) Amended 05/2018

The Broker or Agent submitting a photograph/sketch to MLSSAZ represents that he/she has the authority to grant rights to MLSSAZ to reproduce the photograph/sketch in any manner, including sharing with an internet data exchange ("IDX"), and the Broker or Agent agrees to defend, indemnify and hold harmless MLSSAZ and the IDX for any action or liability that may arise therefrom, including, but not limited to an action in copyright infringement. (Amended 07/2012)

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

One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

- (1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
- (2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- (3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
- (4) Have no actual knowledge of any complained-of infringing activity.
- (5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- (6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see [17 U.S.C. §512](#).

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

Section 11.1

All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the Multiple Listing Service of Southern Arizona, Inc. and in the copyrights therein, shall at all times remain vested in the Multiple Listing Service of Southern Arizona, Inc.

Section 11.2 – Display:

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

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

Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules. (M)

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 MLSSAZ, 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 MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized use 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 MLS where access to such information is prohibited by law.

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. (M)

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 content contained in the MLS Compilation which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or their affiliated licensees, be interested. Only publicly viewable data fields from the MLS system are allowed to be released to the public.

****NOTE:** *It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding*

whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

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 Participants or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

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 Participants and those licensees affiliated with the Participants 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. Privately viewable data fields from the MLS system are allowed to be released to the Listing Subscriber's client to verify listing accuracy.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to Participants for real estate brokerage purposes must also be available to Participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations. (M) (Amended 04/2015)

Use of MLS Information

Section 13 - Limitations on Use of MLS Information:

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

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

NOTE: *This representation is based in whole or in part on content supplied by the Multiple Listing Service of Southern Arizona, Inc. for the period (date) through (date). Neither the MLS or its shareholder or customer Associations guarantees or is in any way responsible for its accuracy. Content maintained by the Association or*

its MLS may not reflect all real estate activity in the market. Non-print forms of advertising or representation, including radio and television advertising, shall include the following, or substantially similar, disclaimer: "Based on information from the Multiple Listing Service of Southern Arizona, Inc. (alternatively, from the Multiple Listing Service of Southern Arizona, Inc.) for the period (date) through (date)." (M)

Section 13.1 - Accuracy Disclaimer:

Display of MLS content shall include a notice indicating that "the content is deemed reliable but is not guaranteed accurate by the MLS".

Section 13.2 - Disclaimers:

Participants may include other appropriate disclaimers necessary to protect the Participants and/or the MLS from liability.

Section 13.3 – Display of Listing Participant:

All listings displayed shall identify the name of the listing firm in typeface no smaller than the median used in the display of listing content.

Changes in Rules and Regulations

Section 14 - Changes in Rules and Regulations:

Amendments to the Rules and Regulations of the MLS shall be approved by a two-thirds (2/3) vote of all members of the MLS Standards Committee present and voting, subject to approval by the MLS Board of Directors of the Multiple Listing Service of Southern Arizona, Inc. Any changes to the Rules and Regulations of the MLS, mandated by the National Association of REALTORS®, shall be automatically incorporated into the current Rules and Regulations and do not require approval by the MLS Standards Committee or the Board of Directors of the Multiple Listing Service of Southern Arizona, Inc.

Section 15 - (This section has been deleted – 09/2014)

Section 16 – (This section has been deleted – 09/2014)

Orientation

Section 17 - Orientation:

Any applicant for MLS Participation and any licensee (including licensed and certified appraisers) affiliated with an MLS Participant, who desires access to MLS information, shall complete orientation of no more than eight (8) classroom hours devoted to the MLS Rules and Regulations, and the operation of the MLS, computer related to MLS information entry and retrieval. The Participant shall attend these classes within thirty (30) days after access to the MLS has been provided; any licensee affiliated with an MLS Participant shall attend this class within ninety (90) days after access has been provided. Failure to attend these mandatory classes within the above referenced timeframes will result in immediate suspension of service until the requirement is met.

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 additional training remotely. (Adopted 11/09) (M)

Distribution of Content

Section 18 – Distribution of Content:

MLS is not required to transmit Participant listings to third-party aggregators or to operate a public website displaying information. If an MLS transmits Participant listings to third-party aggregators and/or operates a public website displaying listing information, all exclusive listings, regardless of type, will be included in the data feed (unless a Participant withholds consent for such transmission), except that MLS may exclude from such data feed any listing where both of the following conditions are present: (a) the listed property's street address or graphic display of the property's specific location will be displayed to the public; and (b) the seller displays on the property a "For Sale By Owner" sign or another sign or notice that the seller is soliciting direct contact from buyers.

Virtual Office Websites ("VOWs")

Section 19 - Virtual Office Websites ("VOWs")

Section 19.1 – 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. (M)

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. (M)

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. (M)

d. As used in Section 19 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants. (M)

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. (M)

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). (M)

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. (M)

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 user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any e-mail address is associated with only one user name and password. (M)
- 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, user name, 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. (M)
- 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, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. (M)
- 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. **(M)**
- 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. **(M)**
- 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. **(M)**

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. **(M)**

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. **(M)**

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

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. **(M)**
- 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. **(M)**

Seller Opt-out Form

1.) Check one.

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

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

Initials of Seller

- 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. **(M)**

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. **(M)**
- 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. **(M)**

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 forty-eight (48) hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment. **(M)**

Section 19.9

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

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. **(M)**

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. **(M)**

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®. **(M)**

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. **(M)**

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. **(M)**

(Adopted 11/08)

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
- 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

(Amended 04/2015)

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 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

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than five hundred (500) of current listings and not more than five hundred (500) sold listings in response to any inquiry. **(O)**

Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule, but may not be fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less. **(M)**

Note: Adoption of Sections 19.20 through 19.25 is at the discretion of the MLS. It is not required that equivalent requirements be established related to other delivery mechanisms.

Section 19.20

A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 calendar days. (O)

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

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. (O)

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. (O)

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. (O)

Section 19.24

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

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 forty-eight (48) hours. (O) *(Adopted 11/08)*

Internet Data Exchange (IDX)

NOTE: *These model rules originally adopted in November 2001, are updated to reflect enhancements to the IDX policy approved in November 2009, May 2012 November 2014, and November 2017. (M)*

Section 20 - Internet Data Exchange (IDX) Defined:

Internet Data Exchange 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 listings.

(Amended 5/17) M.

Associations of REALTORS® and their multiple listing services must enable MLS Participants to display aggregated MLS listing information by specified electronic means in accordance with this policy. Electronic display subject to this policy means displays on Participants' public websites and displays using applications for mobile devices that Participants control. For purposes of this policy "control" means

Participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the Participant, and must be presented to the public as being the Participant's display. Actual control requires that the Participant has developed the display, or caused the display to be developed for the Participant pursuant to an agreement giving the Participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the Participant's display will understand the display is the Participant's, and that the display is controlled by the Participant. Factors evidencing control include, but are not limited to, clear identification of the name of the brokerage firm under which the Participant operates in a readily visible color and typeface, except as otherwise provided for in this policy (e.g., displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the Participant, including the ability to comply with this policy and applicable MLS rules. (M) (Amended 05/12)

Section 20.1 -Authorization:

Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses 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. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, 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) (M)

Section 20.2 - Participation:

Participation in Internet Data Exchange is available to all MLS Participants engaged in real estate brokerage who consent to the display of their listings by other Participants (Amended 11/09)

Section 20.2.1- 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) (M)

Section 20.2.2- 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) (M)

Section 20.2.3- 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) (M)

Section 20.2.4- 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 11/06). (M)

Section 20.2.5- Participants must refresh all MLS downloads and IDX Displays automatically fed by those downloads at least once every 12 hours. *(Amended 04/2015) (M)*

Section 20.2.6- Except as provided in the IDX policy 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) (M)*

Section 20.2.7- 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) (M)*

Section 20.2.8- 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 20.2.9, 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)*

Section 20.2.9 - 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. 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. *(Adopted 05/12)*

Section 20.2.10 - 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 04/2015) (M)*

Section 20.2.11 - 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 02/2017) (M)*

Section 20.2.12 - 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) **(M)**

* *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 devices application. (Amended 5/17)*

Section 20.3 - Display:

Display of listing information pursuant to Internet Data Exchange is subject to the following rules:

Section 20.3.1 - Listings displayed pursuant to Internet Data Exchange shall contain only those fields of data designed by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX displays.

Section 20.3.2 – This section moved to 20.2.11 (02/2017)

Section 20.3.3 – This section moved to 20.2.12 (5/2017)

Section 20.3.4 - Non-principal brokers and sales licensees affiliated with IDX Participant 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 20.3.5 - All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 05/12)

Section 20.3.6 - Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial 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. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 05/12)

Section 20.3.7 - The right to display other Participants listings pursuant to IDX shall be limited to a Participant office(s) holding participatory rights in this MLS.

Section 20.3.8 – No portion of the Internet Data Exchange database shall be used by or provided to a third party for any purpose other than those expressly provided in these rules.

Section 20.3.10 - Display of expired, withdrawn, and sold listings that have been closed longer than three (3) years is prohibited. (Amended 04/2015)

Section 20.3.11- This section has been deleted. (05/12)

Section 20.3.12- The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

Section 20.3.13- Display of another listing content obtained from sources other than MLSSAZ must display the source from which such listing was obtained.

Section 20.3.14- 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 05/2017)

Section 20.3.15 - 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

Real Estate Standards Organization

Section 21 - Real Estate Transaction Standards (RETS)

The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provide a vendor neutral; secure approach to exchanging listing information between the broker and the MLS. In order to ensure that the goal of maintaining an orderly marketplace is maintained, and to further establish REALTOR® information as the trusted data source, MLS organizations owned and operated by associations of REALTORS® will comply with the RETS standards by December 31, 2009, and keep current with the standard's new versions by implementing new releases of RETS on at least one of the MLS's servers within one (1) year from ratification. Compliance with this requirement can be demonstrated using the Real Estate Standards Organization (RESO) compliance checker. (Amended 11/09)

Listing Agreement Compliance

Section 22 – Compliance Audit:

The MLS Standards Committee may, on a regular basis, require Brokers, to submit employment agreements, addenda, and all relevant status changes for review by the MLS Standards Committee to ensure compliance with the MLS Rules and Regulations.

Section 22.1- Ownership of Listing and Listing Content:

“Listing content” as used in the National Association of REALTORS®’s Multiple Listing policies, including the model MLS rules and regulations, includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. The listing broker owns the listing agreement. Prior to submitting a listing to the MLS, the listing broker should own, or have the authority to cause all listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to be published in the MLS compilation of listing information. The Broker or Agent submitting a photograph/sketch to MLSSAZ represents that he/she has the authority to grant rights to MLSSAZ to reproduce the photograph/sketch in any manner, including sharing with an internet data exchange (“IDX”), and the Broker or Agent agrees to defend, indemnify and hold harmless MLSSAZ and the IDX for any action or liability that may arise therefrom, including, but not limited to an action in copyright infringement. Use of listings and listing information by the MLS for purposes other than the defined purposes of MLS requires Participant consent. Such consent cannot be required as a condition of obtaining or maintaining MLS participatory rights. The MLS may presume such consent provided that listing brokers are given adequate prior notice of any intended use unrelated to the defined purpose of MLS, and given the opportunity to affirmatively withhold consent for that use. Participants cannot be required to transfer any rights

(including intellectual property rights) in their listings or listing content to MLS to obtain or maintain participatory rights except that the MLS may require Participants to consent to storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. The MLS may also require Participants to warrant that they have the rights in submitted information necessary to grant these rights to MLS. *(Amended 07/2012)*

Keybox System and Sign In

Section 23 – Keybox System:

A keybox system is available for voluntary use by Participants and their affiliated licensees. Such approved system shall meet the minimum security requirements of the National Association of REALTORS®. Use of the common system shall be governed by the following:

- The approved keybox system of MLSSAZ shall be the only recognized keybox system.
- If a Participant or agent participates in the voluntary MLSSAZ ® keybox system, Keybox System Participants may use additional boxes in conjunction with the MLSSAZ Approved box unless the seller opts out via the Listing Agreement.
- If there is not an approved keybox in the listing, the MLS input should be “MLS Keysafe = No” with no other references to a box, codes, etc. As referenced in Section 1.18(e) References to “combination boxes” or “contractor boxes” are not allowed. This includes statements such as “call for code”, etc.
- The MLS reserves the right to levy a fine for breach of the security requirements as outlined in the Keyholder Lease Agreement, based on the situation, regardless of whether or not penalties have been levied by the keybox provider. (Adopted 11/2011)

Section 23.1 - Keybox Availability:

Access to MLSSAZ issued Keybox key is limited to licensed Participants/agents acting in the capacity of the listing agent, buyer’s agent or member appraiser.

Section 23.2 - Owner Authorization Required:

The use of the approved common Keybox shall require written authorization of the owner in the Listing Agreement or in any other document.

Section 23.3 - Penalty for Security Violation:

Members who hold Keybox keys shall not attach their individual personal identification number (PIN) to the Keybox key in any manner, lend their Keybox key to any other individual, disclose their individual PIN number to any other individual, or permit any other individual to use their Keybox key. Violation of this section is subject to:

1. a fine up to \$15,000.00
2. confiscation of member’s Keybox
3. key revocation of member’s future Keybox key privileges
4. any remedies as outlined in Section 9.

Section 23.4 - Securing Property:

Failure to secure a property and/or replace the property key(s) into the Keybox may be subject to a fine.

Section 23.5 - Indicating Keyboxes on Listings:

Participant shall not indicate a property has a Keybox until the approved Keybox has physically been placed on the property. Only the approved Keybox may be represented in the MLS. Prior to removal of a Keybox from an active listing (also including CAPA and Contingent), the listing shall reflect that the Keybox has been removed.

Section 23.6 - Removal of Keybox:

Keybox shall be removed from the property within 48 hours upon expiration of listing agreement, recordation of deed, or release of listing. Failure to remove Keybox within the specified time period may result in a fine being issued.

Section 23.7 – MLS Keybox Service:

MLS shall only provide service on Keyboxes to the individual to whom those Keyboxes are registered, as recorded in the official MLS Keybox records. Proper transfer of Keybox ownership is required.

Section 23.8 – Simultaneous Unrelated Showings Prohibited:

Simultaneous unrelated showings are defined as multiple agents viewing a property with unrelated showings. In the event that a second MLS Participant or Subscriber arrives at a property during a showing, the first Participant or Subscriber shall replace the keys in the key container and the second MLS Participant or Subscriber shall obtain the keys from the Keybox. Failure of any Participant or Subscriber to replace the property key(s) into the Keybox may be subject to a fine.

Section 23.9 – Use of Keybox Recommended

It is strongly recommended to utilize the MLS Approved keybox whenever one is present, regardless if access is granted by other means (owner, tenant, etc.).

Section 24 – Sign-In Sheets:

Sign-In sheets shall be required for properties that are not accessed through an MLS approved lockbox system. For properties that are accessed through an MLS Approved lockbox, placement of a sign-in sheet shall be provided at the Listing Broker's discretion. (Amended 01/2019)

Section 24.1 - Sign In Required:

When entering any property listed with the MLS that contains a sign-in sheet, each individual Participant or Subscriber must sign in, regardless of whether they have used the Keybox key to gain access. Participant or Subscribers shall accurately complete the sign-in sheet. In the event a property is not equipped with an MLS approved lockbox and a sign-in sheet is not available, agent shall leave a business card, including date, time, and agent code and agent signature. Failure to sign-in accurately and completely in all fields may be subject to a fine. If a Keybox is accessed by a Subscriber and any circumstances prevent the Participant or Subscriber from entering the property, they shall immediately contact the listing agent. (Amended 01/2019)

MLS Access Security**Section 25 – MLS Access Security:****25.1 – Assistant/Staff Access to MLS (Limited Subscribers)**

Limited Subscribers are defined as unlicensed administrative staff, unlicensed personal assistants who are affiliated with an Active MLS Participant or Subscriber. MLSSAZ shall provide limited MLS Access to Limited Subscribers under the guidelines of the Limited Subscriber Policy.

25.2 – Superuser/Team Access

Active Participants and Subscribers may access the MLS of another Subscriber via the Superuser function in the MLS. Superuser access may be granted with the permission of the Participant or authorized signer of the office with the Superuser Access form.

It is the responsibility of the Participant to disable or request the MLS to disable Superuser in the event access is no longer necessary.

25.3 Sharing a Password to Access MLS or Allowing Unauthorized Use/Access to MLS

Only active members of MLSSAZ may access the MLS System, each with his/her authorized login and password. The minimum fine for sharing username and password, allowing an unauthorized user to access the MLS System, or for unauthorized use by a staff member/assistant is \$1,000 plus a mandatory hearing before the Board of Directors. The Designated REALTOR® will be responsible for fines and/or hearings resulting from misuse by his/her staff member or a Subscriber's assistant with an approved login account.

Schedule of Fees and Fines

Section 26 – Schedule of Fines for Violations:

The attached table is a list of current fines for listing violations that relate to information filed improperly with the MLS. The MLS Standards Committee has the right and obligation to enforce these policies and any alleged violation of our Rules and Regulations in accordance of Section 9 and 9.1 of the MLS Rules and Regulations. Violations other than those stated below are subject to review and issuance of a determined fine amount.

<u>Violation</u>	<u>Fine</u>
• Pin # Accompanying Lockbox Key	Minimum \$1000.00
• Loaning Key To Member or Non-Member	Minimum \$1000.00
• Unauthorized Use/Access to MLS	Minimum \$1000.00
• Gate/Security/Access Code On Listing	Minimum \$500.00
• Not Securing Property	Minimum \$500.00
• Statistical Manipulation	Minimum \$500.00
• Incorrect Listing Status	Minimum \$250.00
• Duplicate Listing	Minimum \$100.00
• Non-Removal of Keybox	Minimum \$100.00
• Use of Unauthorized Keybox	Minimum \$100.00
• Sign In Violations	Minimum \$100.00
• Co-Op Fee Violations	Minimum \$50.00
• Incorrect Selling Agent	Minimum \$50.00
• Remarks Violation/Photo Branding	Minimum \$50.00
• Failure to follow Showing Instructions on an MLS Listing	Minimum \$50.00
• Incorrect Property Type (MSF as SFR)	Minimum \$50.00
• Incorrect Information On Listing	Minimum \$50.00

In addition to receiving a fine, Individuals cited may also be required to attend education and training as determined by the MLS Standards Committee. The National Association of REALTORS® allows for a maximum fine of \$15,000.00 per MLS Rules violation.

Section 27 – Schedule of Fees:

The attached table is a list of current fees established by the Board of Directors. Fees other than those stated below are subject to review by the Board of Directors.

<u>Description</u>	<u>Fee</u>
• Property Re-list	\$30
• MLS Application Fee	\$150
• New Office Application Fee	\$250

- Payment Late Fee \$75
- Annual MLS Limited Subscriber Fees \$100
- Supra Loaner Key not returned \$249