

Multiple Listing Service of Central Oregon Rules and Regulations

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SECTION 1 GENERAL RULES

SECTION 1-1

LISTINGS SUBJECT TO RULES AND REGULATIONS

Any listing to be submitted to MLSCO is subject to the MLSCO Rules and Regulations upon signature and/or initials of the seller(s). Participants, Subscribers and Users are bound to these MLSCO Rules and Regulations. *(Adopted 6/19/2015)*

SECTION 1-2

NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS

MLSCO does not fix, control, recommend, suggest, or maintain commission rates or fees for services rendered by Participants. Further, MLSCO does not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants. *(Adopted 4/6/2015)*

MLSCO does not make a rule requiring the listing broker to disclose the amount of total negotiated commission in the listing contract and MLSCO does not publish the total negotiated commission on a listing which has been submitted to MLSCO by a Participant. MLSCO does not disclose in any way the total commission negotiated between the seller and the listing broker. *(Adopted 4/6/2015)*

SECTION 1-3

ADMINISTRATION OF PARTICIPANT FIRMS

MLSCO does not become involved with the administration of the Participant's firm(s) and has no contract or contractual obligation to or with the Participant's clients. *(Adopted 4/6/2015)*

SECTION 1-4

CONFIDENTIALITY OF MLSCO INFORMATION

Any information provided by MLSCO to the Participants shall be considered official MLSCO information. Such information shall be considered confidential and shall be for the exclusive use of Participants and Subscribers affiliated with said Participant (including both real estate licensees and certified or licensed appraisers). This information includes member rosters, agent detail reports etc. Any Participant, Subscriber or User who violates this rule is subject to a fine as specified in Appendix A of these Rules and Regulations.

MLSCO reserves the right to share MLSCO data with third party vendors for purposes consistent with the defined purposes of the MLS. Use of listings and listing information by the MLS for purposes other than the defined purposes of the MLS shall require the consent of participants'. *(Adopted 6/19/2015)*

SECTION 1-5

MLSCO RESPONSIBILITY FOR ACCURACY AND TIMELINESS OF INFORMATION

MLSCO does not verify the information provided and disclaims any responsibility or liability arising from any inaccuracy or inadequacy of said information, for typographical errors by MLSCO, or for any delay in dissemination of such information. Each Participant agrees to hold MLSCO harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides. *(Adopted 4/6/2015)*

SECTION 1-6

INFORMATION FOR PARTICIPANTS ONLY

- A. Login I.D.'s and passwords issued to Participants, Subscribers and Users for the MLSCO system and the MLSCO website shall NOT be shared with any customer, client, or other user or non-user of MLSCO, whether licensed or un-licensed. Any misuse of the Participant's, Subscriber's or User's Login I.D. and/or password issued will be subject to discipline per Section 12 of these Rules and Regulations. A violation of this rule shall incur a fine as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*
- B. Any listing submitted to MLSCO may only be made available to clients or customers in a "client" format printout. *(Adopted 4/6/2015)*
- C. Any listing filed with the service shall not be made available to any broker or firm not Participating in MLSCO without the prior consent of the listing Participant. *(Adopted 4/6/2015)*

SECTION 1-7

COMPLIANCE WITH RULES/AUTHORITY TO IMPOSE DISCIPLINE

- A. By becoming and remaining a Participant, Subscriber, or User in MLSCO, each Participant, Subscriber, and User agrees to be subject to the Rules and Regulations and any other MLSCO governance provision. MLSCO may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLSCO governance provisions. Discipline that may be imposed may only consist of one or more of the following: *(Adopted 6/19/2015)*
 1. Letter of warning. *(Adopted 6/19/2015)*
 2. Letter of reprimand. *(Adopted 6/19/2015)*
 3. Attendance at an appropriate course or seminar which the Participant, Subscriber, or User can reasonably attend, taking into consideration cost, location, and duration. *(Adopted 6/19/2015)*
 4. Appropriate, reasonable fine not to exceed \$15,000.00. *(Adopted 6/19/2015)*
 5. Suspension of MLSCO rights, privileges, and services for not less than thirty (30) days nor more than one (1) year. *(Adopted 6/19/2015)*
 6. Termination of MLSCO rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Adopted 6/19/2015)*

Note: A Participant, Subscriber, or User can be placed on probation. Probation is not a form of discipline. When a Participant, Subscriber or User 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 COAR 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. *(Adopted 6/19/2015)*

- B. The following action may be taken for noncompliance with the rules:
 1. For failure to pay any service charge or fee, the steps as outlined in Section 11-6 of these Rules and Regulations shall apply. *(Adopted 4/6/2015)*
 2. For failure to comply the enforcement provisions of Section 12 shall apply. *(Adopted 4/6/2015)*

SECTION 1-8

APPLICABILITY OF RULES TO USERS AND SUBSCRIBERS

Non managing principal brokers, brokers, appraisers, and others authorized to have access to information published by MLSCO are subject to these Rules and Regulations and may be disciplined and/or fined for violations thereof as outlined in Section 12 of these Rules and Regulations provided that the User or Subscriber has signed an agreement acknowledging that access to and use of MLSCO information is contingent on compliance with the Rules and Regulations. Further, failure of any User or Subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all Users or Subscribers affiliated with the Participant. *(Adopted 4/6/2015)*

These rules allow Participants, Subscribers, Users and MLSCO staff to report inaccuracies in listing information. In the event MLSCO staff identifies or becomes aware of an inaccuracy in listing information, MLSCO staff shall provide Participant or Subscriber two (2) business days' notice to correct the listing information or provide MLSCO with reasonable assurances of the information's accuracy. If Participant or Subscriber fails to correct the inaccurate listing information or respond within such time the MLSCO staff has the authority, but not the obligation, to remove such listing from the MLSCO and send notification of such removal to Participant. *(Adopted 6/19/2015)*

SECTION 1-9

ORIENTATION

Any applicant for MLSCO Participant, Subscriber or User, who has access to and use of MLSCO generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLSCO Rules and Regulations and computer training relating to MLSCO information entry and retrieval and the operation of MLSCO within two (2) course offerings after access has been provided. *(Adopted 4/6/2015)*

Participants and Subscribers may be required, at the discretion of MLSCO, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by MLSCO to familiarize Participants, Subscribers and Users with system changes or enhancements and/or changes to MLSCO rules or policies. Participants, Subscribers and Users must be given the opportunity to complete any mandated additional training remotely. *(Adopted 4/6/2015)*

SECTION 1-10

TERRITORIAL JURISDICTION

The territorial jurisdiction of the Multiple Listing Service of Central Oregon is all of Deschutes, Crook, Harney and Jefferson Counties, Oregon, excepting that portion that lies within the boundaries of the Warm Springs Indian Reservation. Any areas not included in this jurisdiction is considered "Out of Area" for the purposes of the multiple listing system. *(Adopted 4/6/2015)*

SECTION 2 LISTING PROCEDURES

SECTION 2-1

DEFINITIONS

A. Property Types

1. Residential: single family homes, condominiums, townhouses, manufactured homes, mobile home no land, shared interest/timeshare, residential/leased land which are not personal property. *(Adopted 4/6/2015)*

2. Land: lots/land to 1 acre, lots 1 acre or more, and investment land. *(Adopted 4/6/2015)*
3. Multiple Family: 1-4 units and 5 or more units. *(Adopted 4/6/2015)*
4. Commercial: property zoned or designated for commercial or business use with or without a structure, which includes for lease and/or purchase, industrial, mixed use, office, retail, warehouse, research and development and commercial land. *(Adopted 4/6/2015)*
5. Farm/Ranch: 35 acre minimum, no irrigation requirement. *(Adopted 4/6/2015)*
6. Business Opportunity: business opportunities which may or may not include real property, no subtypes for this property type. *(Adopted 4/6/2015)*

B. Residential Subtypes

1. Residential: single family dwellings. These include detached single family dwellings or single family dwellings with guest unit or attached single family dwelling with no common elements owned or maintained by a home owners association. *(Adopted 4/6/2015)*
2. Condominium: single family dwellings in which the land and/or buildings in the project are jointly owned and maintained by a unit-owners association. *(Adopted 4/6/2015)*
3. Townhouse: single family dwellings in which each building and the land under it are individually owned, but in which there are common elements owned and/or maintained by a homeowners association. *(Adopted 4/6/2015)*
4. Manufactured Home: home that is constructed almost entirely in a factory, in which the house is placed on a steel supporting frame and transported to the building site. This includes real property. *(Adopted 4/6/2015)*
5. Manufactured Home No Land: home that is constructed almost entirely in a factory, in which the house is placed on a steel supporting frame and transported to the building site. These are considered personal property and no real property is included. *(Adopted 4/6/2015)*
6. Shared Interest/Timeshare: Is a property with a particular form of ownership or use rights, in which multiple parties hold rights to use the property, and each shareholder is allotted a period of time. Units might be on a partial ownership, lease, or "right to use" basis, in which the sharer may hold no claim to ownership of the property. *(Adopted 4/6/2015)*
7. Residential/Leased Land: Property in which there is a permit issued for the land usage. *(Adopted 4/6/2015)*

C. Land Subtypes

1. Lots/Land up to 1 acre: bare land with acreage of 1 acre or less. *(Adopted 4/6/2015)*
2. Lots/Land 1 acre or more: any bare land with more than 1 acre. *(Adopted 4/6/2015)*
3. Investment Land: Land divided or potentially dividable for residential use. *(Adopted 4/6/2015)*

D. Multiple Family Subtypes

1. 1-4 units: which include, Duplex-dwelling with two attached units, 3-plex-dwelling with three attached units, 4-plex-dwelling with four attached units. *(Adopted 4/6/2015)*
2. 5 plus Units/Apartments: dwelling with five or more attached units. *(Adopted 4/6/2015)*

E. Commercial Subtypes:

1. Industrial: facility with industrial zoning. *(Adopted 4/6/2015)*
2. Mixed Use: commercial property that allows a combination of other uses. *(Adopted 4/6/2015)*
3. Office: commercial property that allows office use. *(Adopted 4/6/2015)*
4. Retail: commercial property that allows retail use. *(Adopted 4/6/2015)*

5. Warehouse: a large building where raw materials or manufactured goods may be stored before their export or distribution for sale. *(Adopted 4/6/2015)*
6. Research and Development. *(Adopted 4/6/2015)*
7. Commercial Land: bare land zoned for commercial use. *(Adopted 4/6/2015)*

SECTION 2-2

LISTING PROCEDURES

- A. MLSCO 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 Participant to cooperate and to offer compensation to the other Participants of MLSCO. *(Adopted 4/6/2015)*
- B. A listing is “submitted” to MLSCO by:
 1. The Participant and/or Subscriber filing hard copy forms along with one (1) photo, unless seller indicates in writing to the listing broker that photographs of their property not appear in MLSCO compilations, with the MLSCO staff for entry into the system until the Input course requirement has been fulfilled within the first two offering of the course after application for membership has been approved; or *(Adopted 6/19/2015)*
 2. Entry into the system with a minimum of one (1) photo by a Participant, Subscriber, or User , unless seller indicates in writing to the listing broker that photographs of their property not appear in MLSCO compilations, who is duly authorized to “Input” listings as outlined in Section 8-7 of these Rules and Regulations. *(Adopted 6/19/2015)*
- C. Listings taken by a Participant of the following types of properties are required to be submitted to MLSCO, provided that the Seller has authorized submission: *(Adopted 4/6/2015)*
 1. residential *(Adopted 4/6/2015)*
 2. land *(Adopted 4/6/2015)*
 3. multiple family *(Adopted 4/6/2015)*
 4. commercial *(Adopted 4/6/2015)*
 5. farm/ranch *(Adopted 4/6/2015)*
 6. business opportunity *(Adopted 4/6/2015)*

And if the listing is:

1. within the scope of the Participant’s real estate broker's license, and *(Adopted 4/6/2015)*
2. located within the territorial jurisdiction of the Central Oregon Association of REALTORS®. *(Adopted 4/6/2015)*

Required listings shall be submitted to MLSCO within two (2) business days of the input date indicated on the listing contract. *(Adopted 4/6/2015)*

- D. Net or Open listings are not accepted except where required by law or except by court order. *(Adopted 4/6/2015)*
- E. Only listings of the designated types of property located within the jurisdiction of MLSCO are required to be submitted to MLSCO. Listings of property located outside the jurisdiction of MLSCO and within the State of Oregon will be accepted if submitted voluntarily by a Participant, but are not required by MLSCO. *(Adopted 4/6/2015)*
- F. Listings outside the State of Oregon will not be accepted. *(Adopted 4/6/2015)*
- G. Listings of homes not yet built will be accepted as long as the listings are so designated as—

Building Permit Issued Yes, New Construction-Yes and include an Estimated Completion Date. *(Adopted 4/6/2015)*

H. Auction Properties: Listings of properties that are being sold at auction may be submitted to MLSCO. If an auction website is used, the listing broker must include the following in Agent Remarks, if applicable: *(Adopted 7/7/2015)*

1. All offers are submitted through auction sites. *(Adopted 7/7/2015)*
2. The buyer's agent should be entered into the buyer's agent information on the auction site. *(Adopted 7/7/2015)*

Note 1: Any additional information or instructions should be should be added to the Agent Remarks or attached to the listing. *(Adopted 7/7/2015)*

Note 2: The listing broker is not relieved of their obligation to compensate any cooperating Participant who is the procuring cause of the sale or lease. Procuring cause shall be determined through the association's arbitration services as specified in Section 2-7 Compensation Specified on Each Listing of these Rules and Regulations. *(Adopted 7/7/2015)*

Note 3: The check box under terms must be checked for auction properties and must include the CSB and/or marking tiered in the Commission Type Field. *(Adopted 7/7/2015)*

I. Shared Interest/Timeshare listings as defined in Section 2-1 Subsection B(6) of these Rules and Regulations should be designated with a different unit number. *(Adopted 4/6/2015)*

J. Listings shall appear in the area as stated in the county record for the property listed. *(Adopted 4/6/2015)*

SECTION 2-3

LISTING AGREEMENTS

The listing agreement of a property submitted to MLSCO by the listing broker shall include a provision expressly granting the listing broker authority to advertise; to file the listing with MLSCO; to provide timely notice of status changes of the listing to MLSCO; and to provide sales information including selling price to MLSCO upon sale of the property. *(Adopted 4/6/2015)*

The multiple listing service shall not require a participant to submit listings on a form other than the form the participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form may be required as approved by the multiple listing service. However, the multiple listing service, through its legal counsel: *(Adopted 6/19/2015)*

- A. may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants *(Adopted 6/19/2015)*
- B. assure that no listing filed form with MLSCO establishes, directly or indirectly, any contractual relationship between MLSCO and the client (buyer or seller) *(Adopted 6/19/2015)*

SECTION 2-4

PROPERTY FEATURES FORMS

- A. All forms submitted to MLSCO must bear the date and the signature or initials of the Participant, signifying acceptance by the Participant of all responsibility and liability for the information submitted to MLSCO. No data will be published by MLSCO without the initials or signature of the

Participant or in the event of Participant's absence, the Participant's authorized representative. *(Adopted 4/6/2015)*

- B. In order for a property features form to be submitted to MLSCO by the Participant, it must be complete and accurate. All required fields must be completed accurately. Property features forms submitted to MLSCO shall bear a definite and final termination date as negotiated between the Participant and the seller(s). *(Adopted 4/6/2015)*

- C. MINIMUM INPUT REQUIREMENTS: All fields on the property features form designated as required fields must be completed with accurate information. In the event MLSCO staff identifies or becomes aware of an inaccuracy in listing information, MLSCO staff shall provide Participant or Subscriber two (2) business days' notice to correct the listing information or provide MLSCO with reasonable assurances of the information's accuracy. If Participant or Subscriber fails to correct the inaccurate listing information or respond within such time the MLSCO staff has the authority, but not the obligation, to remove such listing from the MLSCO and send notification of such removal to Participant. Continuous violations may subject the Participant to a fine in accordance with Section 12 of these Rules and Regulations. *(Adopted 6/19/2015)*

SECTION 2-5

LISTING DETAIL

A listing agreement or property features form, when filed with the multiple listing service by the listing Participant, shall be complete in every detail which is ascertainable as specified on the property features form. *(Adopted 4/6/2015)*

SECTION 2-6

LIMITED SERVICE LISTINGS

Listing agreements under which the listing broker will not provide one, or more, of the following services: *(Adopted 4/6/2015)*

- A. 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) *(Adopted 4/6/2015)*
- B. advise the seller(s) as to the merits of offers to purchase *(Adopted 4/6/2015)*
- C. assist the seller(s) in developing, communicating, or presenting counter-offers *(Adopted 4/6/2015)*
- D. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property *(Adopted 4/6/2015)*

will be identified with "Limited Representation" in the "Agent Remarks" section of the Multiple Listing Service so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. *(Adopted 4/6/2015)*

SECTION 2-7

COMPENSATION SPECIFIED ON EACH LISTING

The listing Participant shall specify on each listing submitted to MLSCO, the compensation offered to other MLSCO Participants for their services in the sale of the listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating Participant's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing Participant's obligation to compensate any cooperating Participant as the procuring cause of a sale (or lease) may be

excused if it is determined through arbitration that, through no fault of the listing Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing Participant to collect a commission pursuant to the listing agreement. *(Adopted 4/6/2015)*

In such instances, entitlement to cooperative compensation offered through MLSCO would be a question to be determined by an arbitration hearing panel of Central Oregon Association of REALTORS® based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing Participant to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing Participant 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 Participant communicated to cooperating Participant(s) that the commission established in the listing agreement might not be paid. *(Adopted 4/6/2015)*

In filing a property with MLSCO, the listing Participant is making blanket unilateral offers of compensation to the other MLSCO Participants and shall therefore specify on each listing submitted to MLSCO, the compensation being offered to other MLSCO Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what the compensation shall be prior to any endeavor to sell. *(Adopted 4/6/2015)*

The compensation specified on listings filed with MLSCO shall appear in one of two forms. The essential and appropriate requirement by MLSCO 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 Participant, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by MLSCO shall be shown in one of the following forms in the CSB field: *(Adopted 4/6/2015)*

1. By showing a percentage of the gross selling price. *(Adopted 4/6/2015)*
2. By showing a definite dollar amount. *(Adopted 4/6/2015)*

NOTE: Total compensation in the CSB field cannot be 0. *(Adopted 4/6/2015)*

The compensation paid to the cooperating broker shall be identified in one of three types on the listing input form: *(Adopted 4/6/2015)*

1. Fixed Dollar Amount or Percentage *(Adopted 4/6/2015)*
2. Tiered *(Adopted 4/6/2015)*
3. Short Sale *(Adopted 4/6/2015)*

The listing Participant retains the right to determine the amount of compensation offered to other Participants. This shall not preclude the listing Participant from offering any MLSCO Participant compensation other than the compensation indicated on the listings as published by MLSCO, provided the listing Participant informs the cooperating Participant, in writing, in advance of submitting an offer to purchase and provided the modification in the specified compensation is not the result of any agreement among all or any other Participants in MLSCO. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. *(Adopted 4/6/2015)*

It is acknowledged that buyers may structure a sale agreement in such a manner which requires sellers to pay a portion of buyers' closing costs and prepaid expenses, and that these funds are typically for the benefit of the buyer only. In the event that a Seller, at the time of signing the listing contract, instructs the listing Participant in writing that no commission will be paid on buyer closing costs and prepaid expenses to be paid by the seller, listing Participant may communicate this information to co-operating Participants

seeking compensation by checking “Yes” or “No” to “Comm. PD-Seller Conc.” field in the MLS Data Input Form. If, under the terms of this rule, the listing Participant includes this reduction by checking the box on the input form accordingly, commissions shall be calculated on the gross sales price minus the buyer closing costs and prepaid expenses paid by the seller. In the event the listing Participant fails to check the box accordingly, cooperating Participants shall not be required to accept a reduction in the commission based on seller paid buyer closing costs and prepaid expenses. *(Adopted 4/6/2015)*

This shall not preclude the Participant from offering any MLSCO Participant compensation other than the compensation indicated on any listing published in the MLS, provided the listing Participant informs the other Participant, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. *(Adopted 4/6/2015)*

NOTE: For compensation specifications related to third-party approval listings (i.e. – short sales); go to Section 3-3. *(Adopted 4/6/2015)*

SECTION 2-8

DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker in the Agent Remarks. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. *(Adopted 4/6/2015)*

SECTION 2-9

LISTING PRICE SPECIFIED

- A. The full gross listing price of a property for sale as stated in the listing contract will be included in the information published in MLSCO’ compilation of current listings, unless the property is subject to auction. *(Adopted 4/6/2015)*
- B. Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within two (2) business days after the authorized change is received by the listing Participant. *(Adopted 4/6/2015)*

SECTION 2-10

REMARKS

- A. All listing licensee contact information (including, but not limited to name, phone numbers, email addresses, or internet/website information) is prohibited from the marketing remarks section of a listing and if found, shall be removed by Staff and a fine will be assessed per Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*
- B. Any hyperlinks to a website or email address or any other link that takes the user outside of the MLS system are prohibited from both the marketing remarks and the agent remarks, with the exception of third party links (such as HUD, HOMEPATH etc. when necessary for offer requirements) and if found, may be removed by Staff after providing two business day’s notice to

the Participant or Subscriber requesting the deletion be made. *(Adopted 6/19/2015)*

- C. If any supplemental contact information for the listing licensee or the seller is included, it shall only be in the agent remarks section of the listing. *(Adopted 4/6/2015)*
- D. In the event MLSCO staff identifies or becomes aware of discriminatory language in any listing information, MLSCO staff shall provide Participant or Subscriber twenty four (24) hour's notice to remove the discriminatory language. If Participant or Subscriber fails to do so, MLSCO staff has the authority to remove the discriminatory language from the listing or to remove the entire listing from the MLSCO and send notification of such removal to Participant. MLSCO staff will refer to the Fair Housing Act in such cases. *(Adopted 6/19/2015)*
- E. When remarks attempt to modify the unilateral offer of compensation, except as outlined in Sections 2-7 or 3-3 of these Rules and Regulations, after providing two business day's notice to the Participant or Subscriber requesting the deletion be made, staff will remove the language from the remarks, contact the Participant or the listing Subscriber to advise that the language has been removed and why and send a follow up letter to the Participant and the listing Subscriber explaining the same in writing. *(Adopted 6/19/2015)*

SECTION 2-11

PARTICIPANT AS PRINCIPAL

If a Participant or any licensee (including licensed or certified appraisers) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through MLSCO, that person shall disclose that interest when the listing is submitted to MLSCO and such information shall be disseminated to all MLSCO Participants. *(Adopted 4/6/2015)*

SECTION 2-12

PICTURES

- A. "Pictures" for the purpose of these rules include photographs, professional renderings, plat maps, and maps of the subject property. Hand drawn sketches or text are **NOT** allowed as a picture. Pictures shall not display a real estate type sign. Pictures shall not include any direct or indirect branding or any personal or company advertising. Pictures displaying signs of businesses and/or the commercial real estate that is for sale or lease may appear on listings in the Commercial category. *(Adopted 4/6/2015)*
- B. Photographs used on listings are copyrighted by the original photographer. Any use of photos on listings will be with the express written approval of the photographer. Participants, Subscribers and Users are prohibited from taking "Pictures" from previous listings without the written approval of the owner of the rights of each picture. *(Adopted 4/6/2015)*
- C. Participants and/or Subscribers must submit at least one picture for each listing unless the seller indicates in writing to the listing broker that photographs of their property not appear in MLSCO compilations. MLSCO allows up to twenty-five (25) pictures per listing. Pictures must be submitted in an acceptable format, as required by the MLS system in use. Failure to include a minimum of one photo with a listing will result in a fine as stated in Appendix A of these Rules and Regulations unless seller indicates in writing to the listing broker that no photos shall be displayed in an effort to advertise the real property in the listing. *(Adopted 6/19/2015)*
- D. Participants and/or Subscribers may add virtual tour links as desired and as allowed for by the MLS system in use. Virtual tour links submitted to the MLS system may NOT include direct or indirect "branding" or any personal or company advertising. Additionally, any platform used for

virtual tours that are linked in the MLS system, must not allow for the Listing Participant to be contacted in any way. *(Adopted 4/6/2015)*

DEFINITION: "Branding" is text, images, or hyperlinks contained in the frame around or embedded in the virtual tour advertising a real estate licensee, a real estate company, or real estate services. *(Adopted 4/6/2015)*

- E. Part D above is limited to only virtual tours uploaded to the MLSCO system and does not pertain to information displayed on a members personal or company site for their own listings. *(Adopted 4/6/2015)*
- F. MLSCO Staff is authorized to, but does not have the duty to, remove pictures or virtual tour links from the system that violate these rules upon notification to the listing Participant or Subscriber. *(Adopted 4/6/2015)*

SECTION 2-13

LISTING MULTIPLE UNIT PROPERTIES

Listings consisting of multiple units, which may be sold either as a group or separately, must identify the individual units to be sold on both the listing contract and the property features forms. When part of a listed property has been sold, proper notification must be given to MLSCO per Section 5 of these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 2-14

CO-OP LISTINGS

When properties are jointly listed with more than one MLSCO Participant, that fact must be disclosed in the appropriate section of the property features form. *(Adopted 4/6/2015)*

Listings of non-Participants may not be displayed in the MLSCO database. Listings of non-Participants where the listing is co-listed with an MLSCO Participant may only be submitted to the MLSCO database if the Participant is named in the original listing agreement as an agent of the seller. *(Adopted 4/6/2015)*

SECTION 2-15

DUAL LISTINGS

- A. An identical listing is not permitted to be entered into multiple property types and/or subtypes within MLSCO; with the exception of the following: *(Adopted 4/6/2015)*
 - 1. a commercial listing with multiple units for lease or sale *(Adopted 4/6/2015)*
 - 2. instances where a seller with two properties, with two separate tax id numbers, is willing to sell both properties together or individually, with both properties listed separately and cross referencing each other in both agent and marketing remarks *(Adopted 4/6/2015)*
- B. In either of the above instances, when the one of the listings has a status change reported such as pending or sold, etc., the Participant must report accordingly that corrections and/or changes have been made to the cross referenced property. *(Adopted 4/6/2015)*
- C. A violation of any portion Sections A & B above shall incur a fine as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 2-16

EXCLUSIVES, CONTINGENCIES, AND CONDITIONS

- A. If the seller refuses to permit the listing to be disseminated by MLSCO, the Participant may then take an Office-Exclusive Listing and said listing shall not be disseminated to Participants through

the MLSCO system. Filing of the listing should be accompanied by certification signed by the seller that he/she does not desire the listing to be disseminated by the service. If the seller later decides to have the listing disseminated, the listing shall be submitted to MLSCO within two (2) business days of seller's notification. *(Adopted 6/19/2015)*

- B. Exclusive agency listings and exclusive right to sell listings with named prospects excluded must be clearly distinguished from other exclusive right to sell listings in the agent remarks. Participants will be notified of excluded prospects by name or by the term "Excluded Prospects, Call Listing Agent" in the Agent Remarks section of the MLSCO system. Exclusive Agency will be placed in the Agent Remarks if applicable. *(Adopted 4/6/2015)*
- C. Any conditions of the showing or sale of a listing shall be specified and noticed to the Participants by a brief explanation of what the condition is in the agent remarks section of the listing. *(Adopted 4/6/2015)*

SECTION 2-17

INACTIVATION/WITHDRAWAL OF A LISTING PRIOR TO EXPIRATION

If requested by the seller, listed property may be inactivated from MLSCO upon receipt of notification from seller to the Designated Participant. Listed property may be withdrawn from MLSCO prior to the expiration date of the listing agreement, upon receipt by the listing Participant of a properly signed MLSCO Change Order form. A seller does not have the unilateral right to require MLSCO to withdraw a listing without the listing Participant's concurrence. However, when a Participant reasonably fails to act and a seller can document that the exclusive relationship with the listing Participant has been terminated, MLSCO may withdraw the listing at the request of the seller. *(Adopted 4/6/2015)*

SECTION 2-18

EXPIRATION, EXTENSION, TERMINATION AND RENEWAL OF LISTINGS

Listings submitted to MLSCO will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date, or up to 90-days following the date, notice is submitted to the MLSCO system that the listing has been extended or renewed. If notice is received more than 90-days after the expiration date, the listing Participant has the option to extend the listing or the extension/renewal can be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with MLSCO. *(Adopted 6/19/2015)*

Listings filed with the service shall bear a definite and final termination date, as negotiated between the listing Participant and the seller. *(Adopted 4/6/2015)*

SECTION 3 REPORTING PROCEDURES

SECTION 3-1

STATUS DEFINITIONS

- A. "Active" is a listing that is not subject to a previously accepted offer to purchase. *(Adopted 4/6/2015)*
- B. "Contingent Bumpable" is a listing that has an accepted offer which includes a contingency allowing the first buyer to be bumped by a subsequent buyer (See Section 3-5 of these Rules and

Regulations). *(Adopted 4/6/2015)*

- C. "Short Sale Bring Back Ups" is a listing where the accepted offer permits the seller of a third party approval listing to accept additional offers that are in a back-up position, and will not be submitted to the third party for approval unless the offer is moved to the first position (see Section 3-3 of these Rules and Regulations). *(Adopted 4/6/2015)*
- D. "Pending" is a listing that is subject to an accepted offer where the seller is not able to accept an additional written offer to purchase except those that are in a "back-up position". *(Adopted 4/6/2015)*
- E. "Sold" is a listing in which all the terms of the agreement between the principals have been completed and there has been a transfer of interest in the property. *(Adopted 4/6/2015)*
- F. "Withdrawn" is a listing in which the listing agreement between the seller and the listing Participant has not expired or been cancelled, but the seller does not want the property marketed on MLSCO for a period of time. *(Adopted 4/6/2015)*
- G. "Expired" is a listing in which the listing agreement between the seller and the listing Participant has expired. *(Adopted 4/6/2015)*
- H. "Terminated" is a listing in which the listing agreement between the seller and the listing Participant has been cancelled. *(Adopted 4/6/2015)*

For the purpose of these rules, an offer in "Back-up Position" is one where the seller is subject to a previously accepted offer and is not obligated to perform on the new offer until the previously accepted offer has been terminated. *(Adopted 4/6/2015)*

SECTION 3-2 CHANGES

- A. Changes to the listing information shall be input into MLSCO system within two (2) business days upon seller's authorization. Failure to submit a change within two (2) business days may subject the Participant to a fine in accordance with Section 12-5 of these Rules and Regulations. If said change requires that a date be entered into the system, then the date may, at the Participant's discretion, be the date of acceptance of the change by the Participant. *(Adopted 4/6/2015)*
- B. Changes to the listing information that require MLSCO staff input shall be submitted to MLSCO staff within two (2) business days of seller's signature or Participant's signature and will be considered submitted as of the date received. Staff shall have two (2) business days to make the required changes. Failure to submit the change to MLSCO staff within two (2) business days of seller's signature or Participant's signature may subject the Participant to a fine in accordance with Section 12-5 of these Rules and Regulations. *(Adopted 4/6/2015)*
- C. Changes in listing price of less than \$500.00 will not be reflected on the daily hotsheet available through the MLSCO system. *(Adopted 4/6/2015)*

SECTION 3-3 SHORT SALE

- A. DEFINITION: A short sale listings are those which require the seller to obtain approval of the sale

transaction by one or more third parties. These may include short sales, bankruptcy sales, and other sales requiring the approval of a third party. *(Adopted 4/6/2015)*

- B. QUALIFICATION: A short sale listing must include the following two features: *(Adopted 4/6/2015)*
1. The seller does not have the authority to close a sale without the approval of a third party; *(Adopted 4/6/2015)*
 2. If closed at the price listed, there would not be sufficient funds to satisfy or fully discharge all liens and closing costs, including real estate commissions. *(Adopted 4/6/2015)*
- C. REPORTING:
1. The listing broker must disclose a potential third party approval when reasonably known and must designate them as such in the required "Short Sale" field in the MLSCO system. *(Adopted 4/6/2015)*
 2. After the seller's acceptance of an offer, a Short Sale listing must be made "Pending" or "Short-Sale/Bring Back-Ups". *(Adopted 4/6/2015)*
 3. A Short Sale listing with an accepted offer shall be changed from active to pending within two (2) business days of seller being unable to accept additional offers which are not in "back-up" position, and/or all accepted offers cannot be promptly submitted to the third party for approval. *(Adopted 4/6/2015)*
- D. COMMISSION: When disclosed, Participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants. Where Participants communicate to other Participants how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between the listing and cooperating Participants, listing Participants shall disclose to cooperating Participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating Participant will be reduced within two (2) business days of receipt of notification from the lender. *(Adopted 4/6/2015)*

NOTE: The language in the agent remarks shall only communicate how THE REDUCTION in the gross commission shall be apportioned, not the ENTIRETY of the gross commission. If the listing Participant chooses to disclose, the language in the agent remarks shall be the following: *(Adopted 4/6/2015)*

If the third party requires a commission reduction, that reduction shall be apportioned _____ to the Cooperating Participant and _____ to the Listing Participant. (Adopted 4/6/2015)

- E. Failure to follow any of the above reporting requirements may subject the listing broker and Participant to fees, fines, and/or sanctions as outlined in Section 12 of these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 3-4 REPORTING SALES

Status changes, including final closing of sales and sales prices, 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 7-3 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within two business days after occurrence and the listing broker shall report them to the MLS within two business days after receiving notice from the cooperating broker. *(Adopted 6/19/2015)*

Note 1: 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. *(Adopted 6/19/2015)*

Note 2: In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS. *(Adopted 6/19/2015)*

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS: *(Adopted 6/19/2015)*

1. categorizes sale price information as confidential and; *(Adopted 6/19/2015)*
2. limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below. *(Adopted 6/19/2015)*

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. *(Adopted 6/19/2015)*

Note 3: As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. *(Adopted 6/19/2015)*

- A. Closed sales of properties in which an MLSCO Participant or Subscriber represents one of the parties and there is no real estate licensee representation for the other party shall be accepted into the MLSCO system by entering “nonmember” into the agent number/MLS ID field as the listing agent or selling agent, whichever is applicable, and provided that adequate property information is provided. *(Adopted 6/19/2015)*

- B. Closed sales of properties in which an MLSCO Participant or Subscriber represents one of the parties and a real estate licensee who is not an MLSCO Participant or Subscriber represents the other party shall be accepted into the MLSCO system by entering a “nonmember” into the agent number/MLS ID field as the listing agent or selling agent, whichever is applicable, and provided that adequate property information is provided. *(Adopted 6/19/2015)*

SECTION 3-5

SALE CONTINGENCIES

- A. If there is a listing with a written accepted offer and the offer has a contingency-release clause that does not exceed seventy-two (72) hours, BUT the seller does not wish to continue to market the property, the listing shall be changed to pending in MLSCO within two (2) business days. *(Adopted 4/6/2015)*
- B. If there is a listing with a written accepted offer and the offer has one or more contingencies, but said contingencies do not have a release clause or the release clause is greater than seventy-two (72) hours, the listing shall be changed to pending in MLSCO within two (2) business days. *(Adopted 4/6/2015)*
- C. **Removal of Contingencies:** In the event that a contingency is fulfilled or cancelled, the Participant shall report to MLSCO within two (2) business days, removing the words from the remarks and, if applicable, changing the status of the listing. *(Adopted 4/6/2015)*

SECTION 3-6

TERMINATION OF A PENDING SALE

The Listing Participant shall report within two (2) business days of termination to MLSCO any pending sale that has fallen and the status of the listing shall be adjusted accordingly. Failure to report the fall of a pending sale could result in a fine in accordance with Section 12-5 of these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 3-7

COMPS ONLY

- A. DEFINITION:
A “Comp Only” is a property in which a listing agreement/contract was not active within MLSCO, but an MLSCO Participant or Subscriber was the agent for the buyer or seller and received compensation. Submission of comp only listings require the authority of the buyer or seller. *(Adopted 6/19/2015)*
- B. All reporting timeframes as outlined in Section 2-2 and all parts of Section 3 of these Rules and Regulations are waived for submission of Comp Only information. *(Adopted 4/6/2015)*
- C. To submit a Comp Only to MLSCO, all required fields of a property features form must be accurately entered and the appropriate sold information completed, and at least one (1) photo must be uploaded to the MLSCO system. *(Adopted 4/6/2015)*
- D. The following statement must be entered into the agent remarks section on each Comp Only:
“Comp Only - this information is for statistical purposes only.” *(Adopted 4/6/2015)*
- E. ONE PARTY LISTING/OFFICE EXCLUSIVE LISTING :
Office Exclusive Listings (per 2-16) or One Party Listings may be reported as a Comp Only upon close of sale. *(Adopted 4/6/2015)*

SECTION 4 KEY BOX SYSTEM

SECTION 4-1 KEY BOXES

- A. MLSCO requires placement of an MLS approved key box on listed properties if any device giving access to real estate professionals and/or service providers is authorized by the seller and occupant and is placed on the property. The purpose of this requirement, is to ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a key box or other access device be “MLS-approved” does not limit the devices that satisfy the requirement to key boxes leased or sold by an association or MLS. MLSCO requires that the devices be submitted in advance for approval, and the access device may be any key box or other access device that provides reasonable, timely access to listed property. The MLS also may revoke the approval and/or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. *(Adopted 6/19/2015)*
- B. Lock boxes may not be placed on a property without written authority from the seller. This authority is established in the MLSCO Listing Contract or any separate document created specifically for the purpose. *(Adopted 6/19/2015)*
- C. Key boxes shall be removed from the listing within two (2) business days of closing, cancellation, withdrawn, or expiration. Failure to comply with the specified time frame will result in a fine as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*
- D. Inclusion in MLS Compilations cannot be required as a condition of placing lock boxes on listed property. *(Adopted 4/6/2015)*
- E. MLSCO shall not give out any information about a key box (i.e.—shackle code) to anyone other than the owner of record or said licensee’s Participant without written consent from the owner of record. Participants and subscribers who purchase a key box(es) from another MLSCO user are required to notify MLSCO in writing. This written notification must come from the current owner of record and must include language notifying MLSCO of the change in ownership, the name of the new owner and the serial numbers of all boxes who’s ownership is being transferred. *(Adopted 4/6/2015)*
- F. MLSCO will, if possible, program key boxes purchased by Participants and Subscribers from a source outside of MLSCO’s inventory for a fee as stated in Appendix A of these Rules and Regulations if the box has been deprogrammed. The key box must be a current MLSCO key box version and must have been deprogrammed from the previous MLS/association in order for the box to be programmed. The fee will only be charged if the programming is possible. *(Adopted 4/6/2015)*

SECTION 4-2 KEYS

- A. The keybox system is an activity of the association operated multiple listing service. Every MLSCO Participant and Subscriber and User (as defined as non-principal brokers, sales licensees and licensed or certified appraisers who are affiliated with an MLS Participant including those authorized in Section 4-2 (E) below) and who is legally eligible for MLS access shall be eligible to

hold a key subject to their execution of a lease agreement with the MLS's key box system vendor. *(Adopted 4/6/2015)*

- B. The keys provided shall be nonduplicative. By nonduplicative it is not meant that the key is necessarily covered by a current patent but that it cannot be readily copied in the manner that other types of keys ordinarily use. *(Adopted 4/6/2015)*
- C. The keys provided will be obtained from the original manufacturer, from a recognized vendor of lock box systems or from any other legitimate source for the benefit of the members. Prior to utilizing previously used keys or boxes, staff shall obtain information from the original manufacturer to determine whether the key and/or box is already in use by other associations, multiple listing services, or other users in the vicinity. *(Adopted 4/6/2015)*
- D. The Association shall maintain current records as to all keys issued and in inventory. *(Adopted 4/6/2015)*
- E. MLSCO authorizes unlicensed personal assistants/admins who are under direct supervision of a designated REALTOR®, or MLS Participant, or their licensed designee, to hold a lease for a lock box key on the same terms and conditions as a Managing Principal Broker, Principal Broker and Brokers. *(Adopted 4/6/2015)*
- F. No one shall be required to lease a key from the MLS's key box system vendor except on a voluntary basis. *(Adopted 4/6/2015)*
- G. Key lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the association or MLS that relate to the operation of the lock box system. *(Adopted 4/6/2015)*

The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the key holder except as provided elsewhere in this statement of policy. The key lease agreements may contain a liquidated damages provision to offset some or all of the costs in reestablishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the keyholder. *(Adopted 4/6/2015)*

- H. MLSCO keyholders agree to abide by the Rules and Regulations of the Multiple Listing Service of Central Oregon and the rules governing the key box system as from time to time amended. *(Adopted 4/6/2015)*
- I. MLSCO keyholders shall pay the required activation fee for an MLSCO key and fees for accessory equipment as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*
- J. If a keyholder becomes inactive, their keyholder access is automatically terminated by MLSCO staff. This does not however, release the member from their lease obligation with the key vendor. *(Adopted 4/6/2015)*
- K. MLSCO keys must be reported lost, stolen or missing within two (2) business days of discovery of the fact by filing a written report with MLSCO. On the occurrence of a lost, stolen, or missing MLSCO key, the authorized user or their Participant will be charged an administrative fee as stated in Appendix A of these Rules and Regulations in addition to the current cost of a replacement MLSCO key. If the key is covered by insurance, only the administrative fee will be assessed. *(Adopted 4/6/2015)*
- L. In the event an MLSCO key is damaged so that it does not function, such device will be replaced by MLSCO for the current replacement cost plus an administrative fee as outlined in Appendix A of these Rules and Regulations. If the key is covered by insurance, only the administrative fee will be assessed. *(Adopted 4/6/2015)*

- M. In order to maintain security of the MLSCO key to prevent its use by unauthorized persons, MLSCO keyholders shall: *(Adopted 4/6/2015)*
1. Keep the MLSCO key in their possession or in a safe place at all times and at all times be accountable to MLSCO for the MLSCO key *(Adopted 4/6/2015)*
 2. Not attach to or keep in the same place as the MLSCO key the keyholder's personal identification number (PIN) *(Adopted 4/6/2015)*
 3. Not disclose to any other party the keyholder's PIN *(Adopted 4/6/2015)*
 4. Except for provided in Section 4-2 (N) below, keyholders shall not loan the MLSCO key to or permit the MLSCO key to be used by any person for any purpose *(Adopted 4/6/2015)*
 5. Not assign, transfer, or pledge their MLSCO key to any other person for any purpose except for where provided in these Rules and Regulations *(Adopted 4/6/2015)*
- N. Designated Participants may, at their discretion, lease additional keys to be issued to other keyholders who are Subscribers under said Designated Participant in the event the keyholders key becomes non-functional outside normal business hours or under circumstances where a replacement key is not reasonably available from MLSCO. When the key is issued on a temporary basis, it shall be the responsibility of the Designated Participant to advise MLSCO in writing that the key has been issued, to whom, and the date and time of issuance within two (2) business days. It shall also be the responsibility of the Designated Participant to advise the association of MLS in writing within two business days after possession of the previously issued key has been reassumed. *(Adopted 4/6/2015)*
- O. MLSCO will grant a "loaner key" to a current keyholder only if their key becomes non-functional and a replacement key is not reasonably available from MLSCO in time for the keyholder to meet their client. A loaner key is only available for two (2) business days. Failure to return a loaner key within two (2) business days will result in a fine as specified in Appendix A of these Rules and Regulations. If the loaner key is used to open any key box within MLSCO and MLSCO receives an inquiry from the Participant, Subscriber or their authorized User regarding which keyholder used the loaner key to open the key box, MLSCO will notify the member inquiring who is in possession of the loaner key. *(Adopted 4/6/2015)*
- P. Except for the circumstance provided for in Section O above, MLSCO will not grant any keys for temporary use. *(Adopted 4/6/2015)*
- Q. The MLSCO key shall only be used for the purpose of gaining authorized entry into real property on which a key box has been placed. Extreme care shall be taken by the MLSCO keyholder to ensure that the property key is returned to the key box and that all doors to the listed property and the key box are securely locked upon exit, unless alternate showing instructions are specified in the listing by the listing Participant or Subscriber. *(Adopted 4/6/2015)*
- R. If keyholder is leaving the business and the Designated Participant sends the member's license to the state, the keyholder is required to return their Activekey to MLSCO within two (2) business days of when their license becomes inactive. If the keyholder has an e-key, then notification must be sent in writing to MLSCO within two (2) business days of when the license becomes inactive. Failure to notify MLSCO within the time frame specified, will result in the Designated Participant being assessed a fine as stated in Appendix A of these Rules and Regulations. Furthermore, the Designated Participant will be responsible for the retrieval of the Activekey from the unlicensed broker. If the Designated Participant does not retrieve the Activekey from the unlicensed broker within thirty (30) days, the key will be deemed lost, stolen or missing and the Designated Participant shall be responsible for any fines and fees assessed in Part L of these

Rules and Regulations. *(Adopted 4/6/2015)*

- S. If a keyholder is leaving one MLSCO Participating Office and transferring to another MLSCO Participating Office, the keyholder may retain their Activekey for up to thirty (30) days. If the keyholder remains inactive for more than thirty (30) days, they must return the Activekey to MLSCO within two (2) business days after the thirtieth day has passed. Failure to notify MLSCO per this requirement will result in a fine as stated in Appendix A of these Rules and Regulations. Activation in an MLSCO Participating office will be contingent on paying this fine. *(Adopted 4/6/2015)*

- T. Any and all fees, fines and other administrative fees or refunds shall be established by the MLS Executive Committee and ratified by the COAR Board of Directors and set forth in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 4-3

SUSPENSION OF KEYHOLDER RIGHTS & REFUSAL TO SELL KEYS

- A. The Association may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the association, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk. *(Adopted 4/6/2015)*

Factors that can be considered in making such determinations include, but are not limited to:
(Adopted 4/6/2015)

1. the nature and seriousness of the crime *(Adopted 4/6/2015)*
2. the relationship of the crime to the purposes for limiting lock box access *(Adopted 4/6/2015)*
3. the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity *(Adopted 4/6/2015)*
4. the extent and nature of past criminal activity *(Adopted 4/6/2015)*
5. time since criminal activity was engaged in *(Adopted 4/6/2015)*
6. evidence of rehabilitation while incarcerated or following release and; *(Adopted 4/6/2015)*
7. evidence of present fitness *(Adopted 4/6/2015)*

- B. The Association may refuse to sell or lease lock box key, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Association, relates to the real estate business or puts its clients, customers, or other real estate professionals at risk. *(Adopted 4/6/2015)*

Factors that can be considered in making such determinations include, but are not limited to:
(Adopted 4/6/2015)

1. the nature and seriousness of the crime *(Adopted 4/6/2015)*
2. the relationship of the crime to the purposes for limiting lock box access *(Adopted 4/6/2015)*
3. the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity *(Adopted 4/6/2015)*
4. the extent and nature of past criminal activity *(Adopted 4/6/2015)*
5. time since criminal activity was engaged in *(Adopted 4/6/2015)*
6. evidence of rehabilitation while incarcerated or following release and; *(Adopted 4/6/2015)*
7. evidence of present fitness *(Adopted 4/6/2015)*

- C. Should the Association consider the action based on Section A or B above, the Participant, Subscriber or User or potential Participant, Subscriber or User shall be provided an opportunity for a show cause hearing before the Central Oregon Association of REALTORS® Board of Directors. *(Adopted 4/6/2015)*

SECTION 4-4

ADMINISTRATION OF KEY BOX SYSTEM

All administration of the key box system, except for the provisions in A, B, and C of Section 4-3 of these Rules and Regulations, shall be delegated to the MLS Executive Committee. *(Adopted 4/6/2015)*

SECTION 5 ADVERTISING & INTERNET

SECTION 5-1

TOUR

MLSCO may hold tour meeting(s) followed by a tour of properties within MLSCO jurisdiction and submitted to the MLSCO or the responsible parties and requested to be on tour. Attendance at a tour meeting and tour is restricted to active members of COAR, MLSCO and invited guests. Tour guidelines are established by each individual tour group and are forwarded to MLSCO staff for record and to be included in the MLSCO system under "Links and Docs". *(Adopted 4/6/2015)*

SECTION 5-2

ADVERTISING OF LISTINGS SUBMITTED TO MLSCO

Advertising of any listing by an MLSCO Participant or Subscriber, other than the listing Participant, is permissible **only** with the consent of the listing Participant or as outlined in Section 5-4 or 5-5. *(Adopted 6/19/2015)*

SECTION 5-3

DATA ACCESS

A Participant may, upon execution of the approved access agreement, obtain information directly from the MLSCO system via a dedicated server ("data feed") as long as: *(Adopted 4/6/2015)*

- A. Access to the computer or computer system receiving the information is strictly limited to the authorized Participant, their Subscribers or Clerical Users, or an approved third-party vendor. *(Adopted 4/6/2015)*
- B. The data is utilized solely for the benefit of the Participant and their Subscribers. *(Adopted 4/6/2015)*
- C. The Participant and his/her third party vendor, if applicable, have agreed to the terms and conditions, as approved by the Board of Directors, for use of the MLSCO data. *(Adopted 4/6/2015)*

Data feeds will ONLY be allowed for Participants in good standing or vendors approved by the Board of Directors to provide technology services to all MLSCO Participants and Subscribers. The data feed will only include such fields of data as approved by MLSCO for the access agreement executed. *(Adopted 4/6/2015)*

SECTION 5-4

BROKER RECIPROCITY ("IDX")

- A. DEFINITION: IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants. *(Adopted 4/6/2015)*
- B. AUTHORIZATION: Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notified the MLS that the Participant refuses to permit display (either on a blanket or 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. *(Adopted 4/6/2015)*

Participants participating in the program will be responsible for checking "NO" in the box on the input sheet marked "Publish to Internet" on those listings where the Seller has opted out of

Internet advertising as indicated on the Listing Agreement. *(Adopted 4/6/2015)*

- C. PARTICIPATION: Participation in IDX is available to all MLSCO Participants who are REALTORS® engaged in real estate brokerage who consent to display of their listings by other Participants. *(Adopted 4/6/2015)*

Participants must notify MLSCO of their or their affiliated subscribers, intention to display IDX information and must give MLSCO direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Adopted 4/6/2015)*

Subscribers affiliated with an IDX Participant may display IDX listing information subject to their Participant's consent and control and the requirements of state law and/or regulation. *(Adopted 4/6/2015)*

- D. SITE APPEARANCE AND CONTROL: 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 these Rules and Regulations. The Participant shall be held responsible for ensuring that the appearance and content of the display is in compliance with the MLSCO Rules and Regulations. *(Adopted 4/6/2015)*

Except as provided in IDX policy and these Rules and Regulations, an IDX site or display or a Participant or Subscriber or User operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLSCO database available to any person or entity. *(Adopted 4/6/2015)*

MLSCO 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. *(Adopted 4/6/2015)*

- E. MLSCO CONTROL: MLSCO shall retain the right to terminate at any time, and at MLSCO' sole discretion, any rights given to a Participant to display Broker Reciprocity listings upon written notice to the Participant. The Participant is responsible for individual Subscribers, affiliated with them, displaying Broker Reciprocity listings on their personal websites or other display. Subscribers must agree to abide by these Rules and Regulations. Any decision to suspend or terminate a Participant's Broker Reciprocity privileges may be request a hearing as outlined in these Rules and Regulations. *(Adopted 4/6/2015)*

- F. CAPTURING INFORMATION: Participants can obtain listings for IDX display in one of two ways: *(Adopted 4/6/2015)*

1. Frame the active MLSCO Public Site. *(Adopted 4/6/2015)*
2. Execute a Data Access Agreement signed by the Participant and their IDX vendor to obtain a data feed. The data feed will include the raw data of listings of Participants except for cases where the seller has instructed the Listing Participant to check "NO" in the box on the input sheet marked "Publish to Internet". *(Adopted 4/6/2015)*

A Subscriber may, with their Participant's authorization and under the Participant's control and/or supervision, obtain an IDX display for the Subscriber to utilize either of the first two options above. If a Subscriber desires to utilize a IDX vendor, the Participant has to make

application, execute the data access agreement, and retain full control and/or supervision of the Subscriber's display prior to MLSCO staff's approval. *(Adopted 4/6/2015)*

- G. INFORMATION: Listings, including property addresses of sellers who have directed their listing broker to withhold their listing or property address from display on the Internet (including, but not limited to, publicly accessible websites or VOWs) shall not be accessible via IDX displays. *(Adopted 4/6/2015)*

Listings displayed pursuant to IDX shall contain only those fields of data designated by MLSCO. Display of all other fields (as determined by MLSCO) is prohibited. Confidential fields intended only for other MLSCO users (i.e. – cooperative compensation offers, showing instructions, property security information, etc.) may NOT be displayed on IDX displays. The type of listing agreement (i.e. – exclusive right to sell or exclusive agency) may NOT be displayed on IDX displays.

Also prohibited is display of expired, withdrawn, and pending listings and display of seller's and/or occupant's name, phone number, and email address. *(Adopted 4/6/2015)*

- H. Participants shall not modify or manipulate information relating to other Participants' listings. This is not a limitation on site design, but refers to changes in actual listing data. MLSCO data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLSCO data display or display of fewer than all of the available listings or fewer authorized data fields. *(Adopted 4/6/2015)*

I. DISPLAY:

1. 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. *(Adopted 4/6/2015)*
2. 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. MLSCO acknowledges that the disclosure and display requirements throughout this Section 5-4 may not be possible in displays of minimal information (i.e. – thumbnails, text messages, "tweets", etc. of 200 characters or less). Such displays are exempt from the disclosure and display requirements, but only when linked directly to a display that includes all disclosure and display requirements. *(Adopted 4/6/2015)*
3. All listings displayed pursuant to IDX shall show MLSCO as the source of the information. Displays must include Copyright of data belonging to the MLSCO. Listings obtained from other MLS's must display the source from which each such listing was obtained. MLSCO acknowledges that the disclosure and display requirements throughout this Section 5-4 may not be possible in displays of minimal information (i.e. – thumbnails, text messages, "tweets", etc. of 200 characters or less). Such displays are exempt from the disclosure and display requirements, but only when linked directly to a display that includes all disclosure and display requirements. *(Adopted 4/6/2015)*
4. An MLS Participant or 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 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 page; and that participants may display listings from each IDX feed on a single webpage or display. *(Adopted 4/6/2015)*

- J. Participants may select the IDX listings they choose to display on their IDX sites or displays 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 (i.e. – exclusive agency or exclusive right-to-sell), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site or display must be independently made by each Participant. *(Adopted 4/6/2015)*
- K. Any IDX display controlled by a Participant or Subscriber that:
1. 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 *(Adopted 4/6/2015)*
 2. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing; *(Adopted 4/6/2015)*

shall disable or discontinue either or both of those features for the seller’s listings at the request of the seller. The listing broker shall communicate to MLSCO that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participant. Except for the foregoing and subject to part M below, 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 4/6/2015)*

- L. Participants shall maintain a means (i.e. – email address, telephone number, etc.) 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 MLSCO and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker 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 4/6/2015)*
- M. Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant’s logo and contact information is larger than that of any third party. *(Adopted 4/6/2015)*
- N. SECURITY: Participants and Subscribers may not use an IDX feed for any purpose other than electronic display. *(Adopted 4/6/2015)*

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 MLSCO. *(Adopted 4/6/2015)*

- O. Participants (either directly or through their IDX operator) must maintain an audit trail of consumer activity on the IDX display and make that information available to MLSCO if MLSCO believes the IDX site has caused or permitted a breach in the security of the data or a violation of

MLSCO rules related to use by consumers. *(Adopted 4/6/2015)*

- P. UPDATING: Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. *(Adopted 4/6/2015)*
- Q. DISCLAIMER: A Participant shall cause to be placed on any IDX display under the Participant's control and/or supervision the following: *(Adopted 4/6/2015)*
1. A notice indicating that the all listing information provided is deemed reliable, but is not guaranteed and should be independently verified. The Multiple Listing Service of Central Oregon (MLSCO) does not verify the information provided and disclaims any responsibility or liability arising from any inaccuracy or inadequacy of said information or for typographical errors by MLSCO, or for any delay caused in dissemination of such information; and *(Adopted 4/6/2015)*
 2. The content relating to real estate for sale or lease on this display comes in part from the Multiple Listing Service of Central Oregon (MLSCO). Real estate listings held by other brokerages other than <Insert Participants Brokerage Name> are marked with the reciprocity logo, and detailed information about these properties include the listing Brokerage Name; and *(Adopted 4/6/2015)*
 3. All content displayed on this feed is restricted to personal, non-commercial use, and only for ascertaining information regarding real property for sale. The consumer will not copy, retransmit, nor redistribute any of the content from this feed. The consumer is reminded that all listing content is provided by automatic transmission from MLSCO. *(Adopted 4/6/2015)*
 4. This content was last updated on <date/time>. Some properties which appear for sale on this website may subsequently have sold, been changed, or may no longer be available. *(Adopted 4/6/2015)*

Displays of minimal information (i.e. 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. *(Adopted 4/6/2015)*

- R. TERMINATION: Upon termination of Participation or Subscription, or transfer to inactive status in MLSCO, the Participant and any agents affiliated with said Participant, will immediately deactivate any links to and cease showing any IDX listings. If the inactive Participant or Subscriber does not pay the outstanding IDX fees within thirty (30) days of transferring to inactive status, the Participant, per his/her agreement to be jointly and severally liable, will become liable for the balance due. *(Adopted 4/6/2015)*
- S. INDEMNIFICATION AND INSURANCE: Participants shall indemnify, defend, and hold MLSCO (including its officers, employees, and agents) harmless for, from and against any and all liability whatsoever (including liability in contract, tort, or as imposed by statute), causes of action, obligations, damages, loss, claims, and expenses (including reasonable attorney fees) that may be imposed on or incurred by or asserted against MLSCO in connection with information provided by Participant for display on the MLSCO web site or other use of the MLSCO web site, information including IDX display, by Participant (including Participant's officers, agents, and employees). *(Adopted 4/6/2015)*
- T. Service fees and charges for participation in IDX shall be as established annually by the Board of Directors and can be found in Appendix A as well as the MLSCO IDX Policy. *(Adopted 4/6/2015)*
- U. The enforcement of the MLSCO IDX Policy will be conducted under the process established in

these Rules & Regulations. If a Participant's or Subscriber's display is found to be in violation of the IDX policy, the Participant or Subscriber will receive written notification from MLSCO identifying the nature of the specific IDX policy violation. Upon receipt of written notification from MLSCO the Participant or Subscriber has three (3) business days to respond with an explanation and plan of corrective action. In the event the Participant or Subscriber fails to respond within the specified timeframe, the MLSCO staff will deactivate the Participant's or Subscriber's IDX Feed until corrective action has been completed. In the event the Participant's or Subscriber's IDX feed is disabled and subsequently authorized for IDX Reinstatement Fee, the Participant or Subscriber will be subject to a fee as stated in Appendix A of these Rules and Regulations.

An alleged violation of the IDX Policy will be processed consistent with the procedures in accordance with Section 12 of these Rules and Regulations. *(Adopted 6/19/2015)*

SECTION 5-5

VIRTUAL OFFICE WEBSITE ("VOW")

A. DEFINITIONS:

1. 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. *(Adopted 4/6/2015)*
2. As used in this section of these Rules, the term "Participant" includes a Participant's affiliated licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by an affiliated licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant. *(Adopted 4/6/2015)*
3. 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. *(Adopted 4/6/2015)*
4. As used in this section of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by Participants to MLSCO and aggregated and distributed by MLSCO to Participants. *(Adopted 4/6/2015)*

B. SCOPE OF POLICY:

1. 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. *(Adopted 4/6/2015)*

2. 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"). *(Adopted 4/6/2015)*
 3. 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. *(Adopted 4/6/2015)*
- C. A Participant who intends to operate a VOW to display MLSCO Listing Information must notify MLSCO of its intention to establish a VOW and must make the VOW readily accessible to MLSCO and to all MLSCO Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLSCO rules or policies. *(Adopted 4/6/2015)*
- D. 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. *(Adopted 4/6/2015)*
- E. Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS. *(Adopted 4/6/2015)*
- F. REGISTRANTS:
1. Before permitting any consumer to search for or retrieve any MLSCO Listing Information on the Participant's VOW, the Participant must take each of the following steps: *(Adopted 4/6/2015)*
 - a. 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. *(Adopted 4/6/2015)*
 - b. The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use. *(Adopted 4/6/2015)*
 - c. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password. *(Adopted 4/6/2015)*
 2. The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant.

The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password. *(Adopted 4/6/2015)*

3. A Participant shall require that Registrants' passwords be reconfirmed or changed every ninety (90) days.** *(Adopted 4/6/2015)*

*** Participants may, at their option, require Registrants to reconfirm or change passwords more frequently. (Adopted 4/6/2015)*

4. If MLSCO has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLSCO Listing Information or a violation of the MLSCO Rules and Regulations, the Participant shall, upon request of MLSCO, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by MLSCO, provide an audit trail of activity by any such Registrant. *(Adopted 4/6/2015)*

5. 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: *(Adopted 4/6/2015)*

- a. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant; *(Adopted 4/6/2015)*
- b. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use; *(Adopted 4/6/2015)*
- c. 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; *(Adopted 4/6/2015)*
- d. 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; *(Adopted 4/6/2015)*
- e. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database. *(Adopted 4/6/2015)*

6. 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. *(Adopted 4/6/2015)*

7. The Terms of Use Agreement shall also expressly authorize MLSCO, and other MLSCO Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLSCO 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. *(Adopted 4/6/2015)*

- G. 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. *(Adopted 4/6/2015)*

- H. A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS. *(Adopted 4/6/2015)*
- I. A participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet. *(Adopted 4/6/2015)*
- J. 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: *(Adopted 4/6/2015)*

Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

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

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

initials of seller

(Adopted 4/6/2015)

- K. The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater. *(Adopted 4/6/2015)*
- L. Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours. *(Adopted 4/6/2015)*
- M. COMMENTS:
 - 1. Subject to subsection 2, a Participant's VOW may allow third-parties: *(Adopted 4/6/2015)*
 - a. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, *(Adopted 4/6/2015)*

- b. display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. *(Adopted 4/6/2015)*
2. Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection 1 as to any listing of the seller. The listing broker or agent shall communicate to MLSCO 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 Part H, 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." *(Adopted 4/6/2015)*
- N. A Participant's VOW shall maintain a means (i.e. - email address or 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 MLSCO and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Adopted 4/6/2015)*
- O. A Participant shall cause the MLSCO Listing Information available on its VOW to be refreshed at least once every three (3) days. *(Adopted 6/19/2015)*
- P. 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 MLSCO. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability. *(Adopted 4/6/2015)*
- Q. Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS[®] VOW Policy, or any other applicable MLSCO rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLSCO Listing Information to any person or entity. *(Adopted 4/6/2015)*
- R. 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. *(Adopted 4/6/2015)*
- S. 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 and typeface. *(Adopted 4/6/2015)*
- T. 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[®]. *(Adopted 4/6/2015)*
- U. A Participant's VOW may not make available for search by, or display to, Registrants any of the following information: *(Adopted 4/6/2015)*
 1. Expired, withdrawn, or pending ("under contract") listings. *(Adopted 4/6/2015)*
 2. The compensation offered to other MLS Participants. *(Adopted 4/6/2015)*
 3. The type of listing agreement, i.e., exclusive right to sell or exclusive agency. *(Adopted 4/6/2015)*

4. The seller's and occupant's name(s), phone number(s), or e-mail address(es). *(Adopted 4/6/2015)*
 5. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property. *(Adopted 4/6/2015)*
- V. A Participant shall not change the content of any MLSCO Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLSCO Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLSCO 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 MLSCO 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. *(Adopted 4/6/2015)*
- W. A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLSCO or from a broker not participating in MLSCO, to identify the source of the listing. *(Adopted 4/6/2015)*
- X. 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 MLSCO, to be searched separately from listings in MLSCO. *(Adopted 4/6/2015)*
- Y. 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. *(Adopted 4/6/2015)*
- Z. Service fees and charges for participation in VOW shall be as established annually by the Board of Directors and can be found in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 5-6

AVPs AND THIRD PARTY VENDORS

- A. DEFINITION:
An Affiliated VOW Partner ("AVP") is as defined in part 3 of Section 5-5(A) of these Rules and Regulations. A Third Party Vendor is any entity or individual, including "parent" offices of franchise operations, other than the Participant who requires a data feed for a service for the benefit of the Participant. For the purpose of these rules, a service is defined to be a VOW, IDX site, or software for "back office" applications at the Participant's firm. *(Adopted 4/6/2015)*
- B. Except as expressly set forth in the approved access agreement, AVPs and Third Party Vendors shall not, and shall not facilitate, cause, or allow anyone else, to do any of the following: *(Adopted 4/6/2015)*
1. use, display, access, distribute, transfer, alter, or modify the MLSCO Compilation (as defined in Section 6-1 of these Rules and Regulations), or otherwise create any derivative works of the MLSCO Compilation, *(Adopted 4/6/2015)*

2. download, distribute, export, deliver, or transmit any of the MLSCO Compilation, to any computer or other electronic device, except for the service being provided to the Participant, or *(Adopted 4/6/2015)*
 3. sell, grant access to, or sublicense the MLSCO Compilation, or any portion of the MLSCO Compilation, to any third party. *(Adopted 4/6/2015)*
- C. The AVP or Third Party Vendor shall take all reasonable steps necessary to protect the MLSCO Compilation from unauthorized access, distribution, copying or use. *(Adopted 4/6/2015)*
- D. The execution of the approved access agreement shall in no way grant the AVP or Third Party Vendor participation rights in MLSCO and access by AVP or Third Party Vendor to the MLSCO Compilation is strictly derivative of the rights of Participant. *(Adopted 4/6/2015)*
- E. The fees charged to the Participant associated with the set-up and receipt of a data feed shall be as determined by the Board of Directors and as stated in Appendix A of these Rules and Regulations. AVPs and Third Party Vendors shall be responsible for their own expenses and costs and MLSCO shall have no obligation to reimburse for any expenses or costs incurred by the AVP or Third Party Vendor in providing service to the Participant. *(Adopted 4/6/2015)*

SECTION 6 COMPILATIONS

SECTION 6-1

DEFINITION

The term MLSCO Compilation, as used in these Rules and Regulations, 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. *(Adopted 4/6/2015)*

SECTION 6-2

OWNERSHIP AND COPYRIGHT

All rights, title, and interest in each copy of every MLSCO Compilation created and copyrighted by the Multiple Listing Service of Central Oregon, Inc. and in copyrights therein, shall at all times remain vested in the Multiple Listing Service of Central Oregon, Inc. and/or the Central Oregon Association of REALTORS®. *(Adopted 4/6/2015)*

SECTION 6-3

AUTHORIZATION

By the act of submission of any property listing content to MLSCO the Participant represents that the Participant has been authorized to grant and also thereby does grant authority for MLSCO to include the property listing content in its copyrighted MLSCO 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. *(Adopted 6/19/2015)*

SECTION 6-4

LIMITATIONS

Information from MLSCO compilations of current listing information, from statistical reports, and from any sold or comparable report of MLSCO or the Association may be used by MLSCO Participants and Subscribers as the basis for aggregated demonstrations of market share or comparisons of firms in public

mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties, which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker). *(Adopted 4/6/2015)*

Use of information developed by or published by MLSCO, including, but not limited to, statistical reports, is strictly limited to the activities authorized under a Participant's license(s) or certification and unauthorized uses are prohibited. At no time shall it be used in such a way that it appears to be developed by or published by anyone other than MLSCO. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by MLSCO where access to such information is prohibited by law. *(Adopted 4/6/2015)*

Any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by MLSCO or the Central Oregon Association of REALTORS® must clearly demonstrate the period of time over which such claims are based and must include the following or substantially similar notice: *(Adopted 4/6/2015)*

NOTE: This representation is based in whole or in part on information supplied and copyrighted by the Multiple Listing Service of Central Oregon, Inc. for the period of (date) through (date). *(Adopted 4/6/2015)*

SECTION 6-5

DISPLAY

- A. Each Participant shall be entitled to lease from the Central Oregon Association of REALTORS® a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) which such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee to be assessed by the association. *(Adopted 6/19/2015)*
- B. 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. *(Adopted 6/19/2015)*

SECTION 6-6

REPRODUCTION

- A. Appraiser Participants and the Subscribers affiliated with said Participants shall be permitted to reproduce the applicable portions of the MLSCO Compilation to the parties essential to completion of a transaction and only in conjunction with their ordinary business activities. *(Adopted 4/6/2015)*
- B. All other categories of Participants, and those real estate licensees affiliated with said Participants shall not reproduce any MLSCO Compilation or any portion thereof EXCEPT in the following limited circumstance: Participants or their affiliated real estate licensees may reproduce from an MLSCO Compilation, and distribute to prospective purchasers, a reasonable¹ number of single copies of property listing data contained in an MLSCO Compilation which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or their affiliated real estate licensees, be interested. Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated real estate licensees are seeking to promote interest, does not appear on such

reproduction. *(Adopted 4/6/2015)*

¹It 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 purchasers' 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 MLSCO Compilation, how closely the types of properties contained in such listings coincide 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. *(Adopted 4/6/2015)*

- C. Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant. Any MLSCO information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those real estate licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, re-transmitted, or provided in any manner to any unauthorized individual, office or firm. *(Adopted 4/6/2015)*

- D. 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. *(Adopted 4/6/2015)*

SECTION 6-7 DISTRIBUTION

The Participants shall, at all times, maintain control over and responsibility for each copy of the MLSCO Compilation leased to them by the Central Oregon Association of REALTORS®, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscriber as authorized pursuant to the governing documents of MLSCO. Use of information developed by or published by MLSCO is strictly limited to the activities authorized under the Participants licensure or certification, and unauthorized uses are prohibited. Furthermore, none of the foregoing is intended to convey participation or membership or any right of access of any information developed or published by MLSCO where access to such information is prohibited by law. *(Adopted 4/6/2015)*

SECTION 6-8

ACCESS TO COMPARABLE AND STATISTICAL INFORMATION

- A. At the discretion and authorization of the Multiple Listing Service Committee, MLSCO may make available to those who are actively engaged in real estate brokerage, commercial property management, mortgage financing, appraising, land development, or building, but who do not participate in MLSCO, printed information other than current listing information that is generated wholly or in part by MLSCO including, but not limited to, "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of authorized individuals and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm except as otherwise provided for in these Rules and Regulations. *(Adopted 4/6/2015)*

If this information is provided and used the following must be stated: *(Adopted 4/6/2015)*

1. A notice indicating that the all listing information provided is deemed reliable, but is not guaranteed and should be independently verified. The Multiple Listing Service of Central Oregon (MLSCO) does not verify the information provided and disclaims any responsibility or liability arising from any inaccuracy or inadequacy of said information or for typographical errors by MLSCO, or for any delay caused in dissemination of such information; and *(Adopted 4/6/2015)*
 2. The content relating to these statistics comes in part from the Multiple Listing Service of Central Oregon (MLSCO); and *(Adopted 4/6/2015)*
 3. This is for personal, non-commercial use and only for ascertaining statistical information. *(Adopted 4/6/2015)*
 4. The consumer will not copy, retransmit, nor redistribute any of these statistics; and *(Adopted 4/6/2015)*
 5. Search criteria, date statistics were run or period of time being displayed, and must be accompanied by the Central Oregon Association of REALTORS® logo. *(Adopted 4/6/2015)*
- B. When Participants and/or Subscribers utilize the MLSCO system to generate statistical analyses for clients, customers, or general public the Participant and/or Subscriber must state the following: *(Adopted 4/6/2015)*
1. A notice indicating that all listing information provided is deemed reliable, but is not guaranteed and should be independently verified. The Multiple Listing Service of Central Oregon (MLSCO) does not verify the information provided and disclaims any responsibility or liability arising from any inaccuracy or inadequacy of said information or for typographical errors by MLSCO, or for any delay caused in dissemination of such information; and *(Adopted 4/6/2015)*
 2. The content relating to these statistics comes in part from the Multiple Listing Service of Central Oregon (MLSCO); and *(Adopted 4/6/2015)*
 3. This is for personal, non-commercial use and only for ascertaining statistical information. *(Adopted 4/6/2015)*
 4. The recipient will not copy, retransmit, nor redistribute any of these statistics; and *(Adopted 4/6/2015)*
 5. Search criteria, date statistics were run or period of time being displayed, the name of the Participant and/or Subscriber who pulled the statistical information from the MLSCO system and must be accompanied by the Central Oregon Association of REALTORS® logo. *(Adopted 4/6/2015)*

**SECTION 7
SHOWING AND SELLING**

SECTION 7-1

DISCLOSING THE EXISTENCE OF OFFERS

With the seller's approval, listing brokers, in response to inquiries from buyers or cooperating brokers shall disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. *(Adopted 6/19/2015)*

SECTION 7-2

AVAILABILITY OF LISTED PROPERTY

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. *(Adopted 4/6/2015)*

SECTION 7-3

SHOWING AND SELLING

Appointments for showings and negotiations with the seller for the purchase of listed property submitted to MLSCO shall be conducted through the listing Participant, except under the following circumstances: *(Adopted 4/6/2015)*

- A. The listing broker gives the cooperating broker specific authority to show and/or negotiate directly; or *(Adopted 4/6/2015)*
- B. After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. *(Adopted 4/6/2015)*

SECTION 7-4

PRESENTATION OF OFFERS

The listing Participant must make arrangements to present the offer as soon as possible or give the cooperating Participant a satisfactory reason for not doing so. *(Adopted 4/6/2015)*

SECTION 7-5

SUBMISSION OF WRITTEN OFFERS

The listing Participant shall submit to the seller all written offers until closing unless precluded by law, government rule, regulations, or agreed otherwise in writing between the seller and the listing Participant. Unless subsequent offer is contingent upon the termination of an existing contract, the listing Participant shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer. *(Adopted 4/6/2015)*

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. *(Adopted 4/6/2015)*

SECTION 7-6

PARTICIPANT AS PURCHASER

If a Participant or any licensee (including licensed or 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 Participant not later than the time an offer to purchase is submitted to the listing Participant. *(Adopted 4/6/2015)*

SECTION 7-7

RIGHT OF COOPERATING PARTICIPANT IN PRESENTATION OF OFFER

The cooperating Participant or his/her representative has the right to participate in the presentation to the seller or lessor of any offer he/she secures to purchase or lease. He/she does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing Participant. However, if the seller or lessor gives written instructions to the listing Participant that the cooperating Participant not be present when an offer the cooperating Participant secured is presented, the cooperating Participant has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing Participant's right to control the establishment of appointments for such presentations. *(Adopted 4/6/2015)*

SECTION 7-8

RIGHT OF LISTING PARTICIPANT IN PRESENTATION OF COUNTER-OFFER

The listing Participant or his/her representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He/she does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating Participant is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating Participant that the listing Participant not be present when a counter-offer is presented, the listing Participant has the right to a copy of the purchaser's or lessee's written instructions. *(Adopted 4/6/2015)*

SECTION 8

RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

SECTION 8-1

USE OF TERM "MLS" AND MULTIPLE LISTING SERVICE

- A. No MLSCO Participant, Subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URL's, their email addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, Subscribers, and licensees affiliated with a Participant shall not represent, suggest, or imply that consumers or others have direct access to the MLSCO database, or that consumers or others are able to search the MLSCO database, which is 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 their clients or customers is available on their websites or otherwise. *(Adopted 4/6/2015)*

SECTION 8-2

"FOR SALE" SIGNS

Only the "For Sale" sign(s) of the listing Participant may be placed on a property. *(Adopted 4/6/2015)*

SECTION 8-3

"SOLD" SIGNS

Prior to closing, only the "Sold" sign of the listing Participant may be placed on a property unless the listing Participant authorizes the cooperating (selling) Participant to post such a sign. *(Adopted 4/6/2015)*

SECTION 8-4

SOLICITATION OF A LISTING

Participants shall not solicit a listing on property submitted to MLSCO unless such solicitation is consistent with Article 16 of the National Association of REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations. *(Adopted 4/6/2015)*

SECTION 8-5

LICENSEE CHANGES

- A. Participants must report changes to licensees affiliated with said Participant to MLSCO, within two (2) business days of action of Participant using the appropriate form. Failure to notify MLSCO of the change in status to licensees affiliated with the Participant's firm will result in a fine as stated in Appendix A. In addition to the fine as stated in Appendix A of these Rules and Regulations for an unreported licensee, the Participant is responsible for all retroactive MLSCO fees from the date the licensee joined the Participant's office up to but not exceeding the current fiscal year. *(Adopted 6/19/2015)*
1. A Participant is to note the date the licensee is licensed with said Participant when adding a new licensee or when transferring an existing Subscriber from another Participant's Firm. A transfer fee as stated in Appendix A of these Rules and Regulations will be charged to Subscribers transferring from one MLSCO Participant to another MLSCO Participant provided the transfer occurs within a thirty (30) day period. A Subscriber who inactivates from an MLSCO Participant and re-activates with another or same MLSCO Participant more than thirty (30) days from the date of the inactivation but less than two (2) years from the dates of inactivation will be charged an administrative fee in addition to the Transfer Fee as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*
 2. When inactivating a licensee, the Participant is to note the date the licensee's license is sent to the Oregon Real Estate Agency and must notify MLSCO within two (2) business days. *(Adopted 4/6/2015)*
 3. Fees are payable based upon the date the form is received and changes are made active in the MLSCO system. Participants must notify MLSCO of Subscriber changes and changes to Participation PRIOR to the tenth day of the month in order to receive credit for billed monthly access fees. *(Adopted 4/6/2015)*
- B. If a Participant fails to notify MLSCO of the addition of a licensee within the prescribed time period, the Participant will be charged an administrative fee as stated in Appendix A of these Rules and Regulations and the Subscriber may be billed for monthly access fees retroactive to the date the licensee was first licensed with the Participant up to but not exceeding the current fiscal year. *(Adopted 6/19/2015)*
- C. If a Participant fails to notify MLSCO of the inactivation of a licensee until after the first of the month, the Participant will be billed for the Subscriber's monthly fees if Subscriber has not already paid. *(Adopted 4/6/2015)*

SECTION 8-6

ADMINS/PERSONAL ASSISTANTS/LICENSED ASSISTANTS

- A. Admins and personal assistants referred to in this document as Users are unlicensed individuals under the direct supervision of an MLSCO Participant who perform only administrative and clerical tasks that do not require a real estate license or appraisal certification or license, and who have signed an agreement to abide by the MLSCO Rules and Regulations, as from time to time

amended. Each Participant shall provide MLSCO with a list of all admins and personal assistants employed by or affiliated as independent contractors with the Participant and shall notify MLSCO of any changes, additions, or deletions within two (2) business days. Participants may be assessed application fees, computer access fees, or other fees as determined by the Board of Directors for each admins/personal assistants. This fee shall be stated in Appendix A of these Rules and Regulations. Failure to notify MLSCO of any changes to admins/personal assistants/licensed assistants within the timeframe specified, will result in a fine as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*

- B. Admins/personal assistants may have access to MLSCO information solely under the direction and supervision of the Participant. Admins/personal assistants may not provide any MLSCO information to persons other than the Participant under whom they are registered. Access by admins/personal assistants to the database is solely for clerical and administrative functions for the Participant under whom the admin/personal assistant is registered. Admins/personal assistants shall not share their Login I.D. and password with any customer, client, or other user or non-user of MLSCO, whether licensed or un-licensed. Any misuse of the Participant's, Subscriber's or User's Login I.D. and/or password issued will be subject to discipline per Section 12 of these Rules and Regulations. A violation of this rule shall incur a fine as stated in Appendix A of these Rules and Regulations.
- C. Licensed Assistants for the purposes of this document will be referred to as Subscribers and will have full participatory rights in the Multiple Listing Service of Central Oregon and will be charged monthly access fees as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 8-7 LISTING INPUT

- A. "Listing Input" is a data entry method that allows Participants to maintain direct control over input and management of their own listings. A Participant using Listing Input shall be responsible for entering and maintaining all of said Participants listings and changes. A Participant who chooses to not utilize Listing Input will incur listing fees as outlined in Section 11-5 of these Rules and Regulations. *(Adopted 4/6/2015)*
- B. A Participant who wishes to maintain Listing Input must choose one of the following two options:
 - OPTION 1: Only the Participant, associated Users, and those Subscribers who are employed as office staff for the Participant and perform their duties for the benefit of the entire firm, shall be authorized to enter and maintain listings in the MLSCO system. *(Adopted 4/6/2015)*

OR

OPTION 2: In addition to the Participant and associated office staff/Clerical Users who are authorized to enter and maintain listings for the entire firm, the Participant may allow some or all affiliated Subscribers to be personally responsible for entering and maintaining said Subscriber's individual listings. *(Adopted 4/6/2015)*

Under the provisions of either option above, the Participant, office Users, and each Subscriber must complete the necessary training steps outlined further in this section, and must sign the Listing Agreement with MLSCO prior to being granted access to Listing Input. *(Adopted 4/6/2015)*

- C. All individuals utilizing Listing Input shall be responsible for the data he/she enters into the

MLSCO system. Further, the Participant shall accept ultimate responsibility for the data entered into the MLSCO system by either licensed office staff, Users, or an individual Subscriber. *(Adopted 4/6/2015)*

- D. Once a Participant is authorized for either option of Listing Input, any listings submitted to MLSCO Staff for entry shall incur a fee as defined in Section 11-5 of these Rules and Regulations. Notwithstanding, the Executive Officer can approve a waiver of the fees under extenuating circumstances. *(Adopted 4/6/2015)*

SECTION 8-8

OUT OF AREA PARTICIPANTS AND SUBSCRIBERS

- A. Any firm with a brick and mortar office located within the State of Oregon but outside the territorial jurisdiction of the Central Oregon Association of REALTORS® who desire to access MLSCO shall be granted MLSCO membership per the following requirements: *(Adopted 4/6/2015)*
- a. Assessment of an Office Joining Fee as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*
 - b. The Designated REALTOR® of the office must join MLSCO as the Designated Participant. *(Adopted 4/6/2015)*
 - c. Any sales licensees, Licensed or unlicensed Assistants, Appraisers within the firm that will be accessing the Multiple Listing Service of Central Oregon, must complete an application for subscriber rights within the system and comply with all membership requirements and these Rules and Regulations. *Adopted 6/19/2015)*
 - d. All sales licensees, Licensed or Unlicensed Assistants, Appraisers within the firm that will not be accessing the Multiple Listing Service of Central Oregon must complete a “Waiver Form” to be submitted to MLSCO staff for approval. The access for this office and its Participants, Subscribers and Users will not be granted until ALL signed waiver forms are received by MLSCO. *(Adopted 6/19/2015)*
 - e. In the event it is determined that a User I.D. or Password is shared with a non-MLSCO member, the Designated Participant will be subject to a fine as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*
- B. Should a sales licensee, Licensed or Unlicensed Assistant, or Appraiser within the firm who previously signed a “Waiver Form” wish to access MLSCO, the Designated Participant shall notify MLSCO and provide all paperwork necessary to activate that member who will then be included in the monthly billing to the Designated Participant. *(Adopted 6/19/2015)*

SECTION 8-9

APPRAISER PARTICIPANTS AND SUBSCRIBERS

- A. Appraiser Participants shall be charged an appraisal monthly access fee as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*
- B. All licensed or certified appraisers affiliated with an Appraiser Participant shall be charged an appraisal monthly access fee as stated in Appendix A of these Rules and Regulations and as per Section 8-5(A) of these Rules and Regulations. *(Adopted 4/6/2015)*
- C. Registered Appraiser Assistants affiliated with an Appraiser Participant may, on an individual basis, subscribe to MLSCO and are subject to all subscriber rights, privileges, and obligations as outlined in Section 11-2 of these Rules and Regulations. The Appraiser Participant shall be charged an appraisal monthly access fee as stated in Appendix A of these Rules and Regulations

for each Registered Appraiser Assistant affiliated with said Appraiser Participant who chooses to become an Appraiser Subscriber. *(Adopted 4/6/2015)*

- D. Appraiser Participants and/or Subscribers do not have the right to submit listings to MLSCO. *(Adopted 4/6/2015)*
- E. Registered Appraiser Assistants subscribing to MLSCO as defined in Part C of this section shall provide MLSCO with a current copy of their registration each time said registration is renewed. *(Adopted 4/6/2015)*
- F. Per Section 8-5(A) of these Rules and Regulations, Appraiser Participants shall be charged monthly access fees for themselves and each licensed or certified appraiser affiliated with said Participant. *(Adopted 4/6/2015)*
- G. Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants. *(Adopted 6/19/2015)*

SECTION 9 SUSPENSIONS, RESIGNATIONS, & TERMINATIONS

SECTION 9-1

LISTINGS OF A SUSPENDED PARTICIPANT AND/OR SUBSCRIBER

When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be retained in the service until sold, withdrawn, terminated or expired, and shall not be renewed or extended by the MLS beyond the expiration or termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients. *(Adopted 4/6/2015)*

SECTION 9-2

LISTINGS OF A TERMINATED PARTICIPANT

When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association (except where MLS participation without association membership

is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients. *(Adopted 4/6/2015)*

SECTION 9-3

LISTINGS OF A RESIGNED PARTICIPANT

When a participant of the service resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned participant's listings from the MLS, the resigned participant should be advised, in writing, of the intended removal so that the resigned participant may advise his clients. *(Adopted 4/6/2015)*

SECTION 10 MEETINGS AND COMMUNICATIONS

SECTION 10-1 MEETINGS

- A. The meetings of MLSCO Participants shall be held a minimum of once annually. *(Adopted 4/6/2015)*
- B. Meetings of the MLS Executive Committee shall be held at the call of the Chairperson. A majority of the committee members present at any meeting of the MLS Executive Committee shall constitute a quorum. *(Adopted 4/6/2015)*

SECTION 10-2 COMMUNICATIONS

- A. The official method of disseminating information (including, but not limited to, notices of meetings, or rules changes, etc.) to Participants and Subscribers, shall be by electronic or printed material and shall be distributed through electronic means or U.S. Mail. *(Adopted 4/6/2015)*

SECTION 10-3 ROSTERS

MLSCO Rosters are provided to users for their convenience. Rosters shall not be used for non-real estate related marketing purposes, political purposes, soliciting charitable contributions, or for any other purpose not related to MLSCO users' real estate related business or activities. Rosters shall not be provided to a non-user without prior approval from the Multiple Listing Service Executive Committee. *(Adopted 4/6/2015)*

SECTION 11 CHARGES AND FEES

SECTION 11-1 SERVICE CHARGES AND FEES

The established service charges and fees are in effect to cover the costs of operation and are subject to change from time to time by action of the Multiple Listing Service Committee and are subject to the approval of the Board of Directors. Monthly access fees, miscellaneous charges, and late fees are established by the Board of Directors and are due in full on a monthly basis for each Participant and licensee affiliated with the Participant (Subscriber). *(Adopted 4/6/2015)*

SECTION 11-2

NEW PARTICIPANTS AND SUBSCRIBERS

- A. Participatory Rights: Any REALTOR® member of this or any other REALTOR® association shall be eligible to Participate in MLSCO upon agreeing in writing to conform to the Rules and Regulations using Appendix B and to pay all service charges, fees and fines if imposed. Participatory rights will be granted as follows: *(Adopted 4/6/2015)*
1. If said member is a Designated REALTOR® they will be granted MLSCO participatory rights as a Designated Participant. If the Designated Participant's brick and mortar firm is within the territorial jurisdiction of the Central Oregon Association of REALTORS®, the Designated Participant will be billed for all licensees who are hanging a current and valid Oregon Real Estate Broker or Principal Broker License or Appraiser License with the Designated Participant's Firm; or *(Adopted 6/19/2015)*
 2. If said member is a REALTOR® and NOT a Designated REALTOR®, they will not be granted MLSCO participatory rights until the Designated REALTOR® of that firm joins MLSCO as the Designated Participant per section 1 above. Once the Designated Participant has participatory rights with MLSCO, the real estate licensee's hanging a current and valid Oregon Real Estate Broker or Principal Broker License or Appraiser License in the brick and mortar office of the Designated Participant's firm will be granted participatory rights as Subscribers. *(Adopted 4/6/2015)*
 3. If the brick and mortar office is not located within the territorial jurisdiction of the Multiple Listing Service of Central Oregon, Section 8-8—Out of Area Membership of these Rules and Regulations shall apply. *(Adopted 6/19/2015)*
 4. If the Participant applicant is a member of another REALTOR® association other than the Central Oregon Association of REALTORS®, MLSCO shall request a "letter of good standing" from their association to determine if all dues have been paid to the association. *(Adopted 6/19/2015)*
 5. Participants agree upon being granted Participatory rights within the MLSCO system to notify all current and new Subscribers of all joining fees, monthly access fees, and all other fees and fines. Additionally, Participants guarantee payment fees and fines for Participant and all Subscribers within the Participant's Firm. *(Adopted 4/6/2015)*
 6. Termination of REALTOR® membership at this or any other REALTOR® association shall cause the membership with the Multiple Listing Service of Central Oregon to become inactive. *(Adopted 6/19/2015)*
- B. NEW OFFICE FEE:
1. A new office applicant for participation in MLSCO shall pay a new office fee as stated in Appendix A of these Rules and Regulations with such fee to accompany the application.
 2. If an office is rejoining as an applicant for participant in MLSCO with the same business name within two (2) years after resignation the Participant will be charged an Office Rejoining Fee as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*
 3. If more than two (2) years has passed since the office resigned their participatory rights within MLSCO or if the office is joining with a new business name the Participant will be assessed a new office fee as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*
- C. PARTICIPANT/SUBSCRIBER/USER ACTIVATION FEE:

Other than the Designated Participant in the circumstances specified in Part B above, Participants, Subscribers, and Users either joining or rejoining MLSCO will be assessed an administration fee as stated in Appendix A above. *(Adopted 4/6/2015)*

D. ADDITIONAL FIRMS:

If an active Participant opens a branch office(s) which is registered as a branch office with the State of Oregon, (whether a branch of the existing firm or another firm name altogether) and desires licensees at said firm to be part of MLSCO, and said Participant will also be the Participant of the new firm, the Participant will be charged a branch set-up fee as stated in Appendix A of these Rules and Regulations. If the Participant desires to designate a separate Participant for the additional firm then application and fees would be as defined in Part B of this section. An additional firm with same Participant shall not entitle said Participant to an additional vote in MLSCO matters. *(Adopted 4/6/2015)*

E. OFFICE NAME CHANGE FEE:

If a Participant institutes a change to the name of the Participant's Firm the firm name must be changed with the State of Oregon. Once the change has been made with the State of Oregon, application for a change in business name can be filed with MLSCO and the Participant will be assessed an office Name Change fee as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*

F. ADMINISTRATION FEES:

All new and rejoining Participants, Subscribers and Users will be charged an administration fee as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*

G. New Participants and Subscribers will be charged, for their first month, the full monthly access fee or, if activating after the 15th of the month, half the monthly access fee, as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 11-3

MONTHLY ACCESS FEES

- A. All active Participants and licensees affiliated with the Participant (Subscribers and Users) will be charged a monthly access fee except for those who have been granted a waiver per Section 8-8 of these Rules and Regulations. Monthly access fees shall be as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*
- B. Participants who have multiple firm locations shall not be required to pay multiple monthly access fees for themselves, except as defined in Section 8-8 of these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 11-4

COMPLIANCE

Failure to pay any undisputed service charge or fee within thirty (30) days of the date due shall cause MLSCO services to be suspended and additional action taken as outlined in Section 11-6 below, provided that two (2) business days' notice has been given. *(Adopted 4/6/2015)*

SECTION 11-5

LISTING FEES

A listing fee as stated in Appendix A of these Rules and Regulations shall be charged for all listings submitted to MLSCO Staff for input into the MLSCO system if the Participant, Subscriber or User has had two (2) opportunities to complete the Listing Input Course. Listings submitted by the Participant,

Subscriber or User to the system by "Listing Input" will not incur a listing fee. *(Adopted 4/6/2015)*

Listings submitted to MLSCO for input will be returned if the listing contains incomplete information in the required (bolded) sections on a listing form. MLSCO staff will not complete the listing entry until they receive the completed information. *(Adopted 4/6/2015)*

SECTION 11-6

LATE FEES

- A. All fees and charges are billed in advance and are due on the first business day of the month and are late the first business day after the 10th of the month. All fees and charges are sent to the Designated Participant and the Participant is responsible for ensuring payment is received per this section of these Rules and Regulations. *(Adopted 4/6/2015)*
- B. If all fees and charges are not paid in full by the 1st business day after the 10th of the month, access and services will be suspended provided that two (2) business days' notice has been given and a late fee, as stated in Appendix A of these Rules and Regulations, will be assessed. If the charges become two months past due, the individual will be terminated. *(Adopted 6/19/2015)*
- C. Access and services may be reinstated after suspension, but prior to termination, provided that all charges and late fees are brought current. *(Adopted 4/6/2015)*
- D. In the event a Participant is suspended for non-payment Staff will take additional action as outlined in Section 9-2. If the amount becomes sixty (60) days past due and the Participant is terminated per Paragraph B of this section, the licensees affiliated with the Participant will be given notice that they have five (5) business days to move their affiliation to another Participant or they will lose MLSCO access. *(Adopted 4/6/2015)*

SECTION 11-7

NON-HONORED CHECKS

Checks not honored by the financial institution shall incur a service fee as stated in Appendix A of these Rules and Regulations. Payment of the amount of the non-honored check plus the service fee must be delivered to the MLSCO office within two (2) business days. Payment must be made by cashier's check, bank money order, or in cash. If the non-honored check has not been rectified within two (2) business days, the individual may be subject to additional penalties under Section 11-4 of these Rules and Regulations. *(Adopted 4/6/2015)*

If the non-honored check is for payment of monthly access fees and the replacement funds are received after the first (1st) business day after the tenth (10th) of the month all late fees as outlined in Section 11-6 will apply. *(Adopted 4/6/2015)*

SECTION 11-8

WAIVERS

- A. In response to the US War on Terrorism, and in concert with Central Oregon Association of REALTORS®, MLSCO will waive MLS fees for an MLS Participant and/or Subscriber who are called to active duty in the National Guard or Ready Reserve of any branch of the military during which time they are on active duty. Furthermore, all monthly MLS fees for the spouse of a serviceman/woman who is called to active duty in the National Guard or Ready Reserve will be waived during which time their spouse is on active duty. *(Adopted 4/6/2015)*

Prior to the date of active duty, the Participant and/or Subscriber will provide proof of activation (letter, orders, etc.) and the date the suspension will take effect. MLSCO will credit the Participant or Subscriber monthly fees from that date through the end of the period of service. Credit will be allowed even if his/her real estate license is active with Participant. Reactivation of the Participant's or Subscriber's MLSCO service must be within thirty (30) days of end of military activation period. All fees associated with reactivation of participation or subscription will be waived. *(Adopted 4/6/2015)*

- B. No other waivers will be granted, except as consistent with Section 7.43 of the National Association of REALTORS® Handbook on Multiple Listing Policy. *(Adopted 4/6/2015)*

SECTION 11-9 OFFICE AUDITS

Designated Participant's agree, as part of their participation in the Multiple Listing Service of Central Oregon, to annual audits of MLSCO Participants, Subscribers and Users which includes admins and licensed or unlicensed assistants for each office in addition to the notifications required throughout these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 12 ENFORCEMENT

SECTION 12-1 DEFINITIONS

- A. Chronic:
For the purpose of this section, "chronic" is defined to be three (3) or more violations of the same rule in a ninety (90) day period. *(Adopted 4/6/2015)*

- B. Enforcement Process:
The Multiple Listing Service Committee will meet as necessary to consider alleged violations of the Rules and Regulations. The Chair of the Multiple Listing Service Committee will only vote in the event of a tie vote of the Multiple Listing Service Committee. *(Adopted 4/6/2015)*

- C. Major Violations:
For the purpose of this section, a "major" violation of a rule is one that the violation thereof could potentially harm the public trust or the cooperative relationship between MLSCO Participants. *(Adopted 4/6/2015)*

- D. Minor Violations:
For the purpose of this section, a "minor" violation of a rule is one in which the violation does not constitute harm to the public trust or to other MLSCO Participants and for which the sanction is specifically outlined in these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 12-2 CONSIDERATION OF ALLEGED VIOLATIONS

- A. The Multiple Listing Service Committee shall grant the Chief Executive Officer the latitude to govern rules and violations in the following manner: *(Adopted 4/6/2015)*
 - 1. If a Participant and/or Subscriber is found to have a minor violation as noted in the definitions above, whether by discovery of MLSCO Staff or by a Participant, Subscriber and/or User contacting Staff (verbally or in writing), MLSCO staff shall provide Participant or Subscriber two (2) business days' notice to correct the listing information or provide MLSCO with reasonable assurances of the information's accuracy. If Participant of

Subscriber fails to correct the inaccurate listing information or respond within such time the MLSCO staff has the authority, but not the obligation, to remove such listing from the MLSCO and send notification of such removal to Participant. If applicable, the Participant and/or Subscriber will also be notified of the fine and/or fee, or potential thereof, incurred by the violation as outlined in Appendix A of these Rules and Regulations. *(Adopted 6/19/2015)*

2. Alleged major rule violations will only be accepted in writing and all such complaints must be signed to be considered under Part B of this section. In the event that a Staff member discovers a potential major rule violation and a written complaint gets filed, the Chief Executive Officer will act as the Complainant. *(Adopted 4/6/2015)*
 3. Any fine incurred for a single minor violation that is greater than \$200.00, or if there are multiple minor violations by a single Participant or Subscriber within a five (5) business day period in which the cumulative total is greater than \$200.00, said violation(s) will be remanded to the Enforcement Process for consideration. *(Adopted 4/6/2015)*
 4. If a Participant and/or Subscriber demonstrates chronic violations of a particular rule, the Chief Executive Officer may submit a written complaint for consideration of further action beyond the automatic sanction associated with the particular rule. *(Adopted 4/6/2015)*
 5. If a written complaint is filed, the Complainant will only be made known to the Respondent if the complaint is forwarded to the Multiple Listing Service Committee for consideration of action. *(Adopted 4/6/2015)*
- B. The Multiple Listing Service Committee, through its Enforcement Process, shall give consideration to all written and signed complaints having to do with a violation of the Rules and Regulations, provided that the complaint is received within one hundred eighty (180) days after the facts constituting the matter complained of could have been known in the exercise of reasonable diligence. *(Adopted 4/6/2015)*

SECTION 12-3

VIOLATION OF RULES AND REGULATIONS

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the multiple listing service committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of Realtors® within twenty (20) days following receipt of the committee's decision.

If, rather than conducting an administrative review, the multiple listing committee has a procedure established to conduct hearings, the decision of the multiple listing committee may be appealed to the board of directors of the association of Realtors® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of Realtors®. *(Adopted 6/19/2015)*

SECTION 12-4

COMPLAINTS ON UNETHICAL CONDUCT

All complaints of unethical conduct or requests for arbitration shall be referred to the Professional Standards Committee of the Central Oregon 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. *(Adopted 6/19/2015)*

SECTION 12-5

REPORTING FINES

If a listing is found in which the Participant failed to report in a timely manner as outlined in Section 2-2(C) and all parts of Section 3 of these Rules and Regulations, the Participant shall incur a fine as set forth further in this section. *(Adopted 4/6/2015)*

- A. If the failure to report is more than two (2) business days from the date the listing and/or change should have been submitted, notice of the fine, or the potential thereof, as stated in Appendix A of these Rules and Regulations shall be sent to the Participant. *(Adopted 4/6/2015)*
- B. If the failure to report does not require further action by the Participant (i.e. – “sold” status reported late), the minimum fine as stated in Appendix A of these Rules and Regulations shall be charged and will appear on the Participant’s next monthly statement. *(Adopted 4/6/2015)*
- C. If the failure to report requires additional action, the Participant will have two (2) business days from receipt of the notice given per Part A of this section to correct the inaccuracy. If the correction is made within the time frame, only the minimum fine as stated in Appendix A of these Rules and Regulations will be charged and will appear on the Participant’s next monthly statement. *(Adopted 4/6/2015)*
- D. After notice is given per Part A of this section, if the Participant does not correct the inaccuracy within two (2) business days, a second notice will be issued and the Participant will accrue a 2nd Notice fine as stated in Appendix A of these Rules and Regulations. This will continue per each two (2) business days, up to the maximum fine as stated in Appendix A of these Rules and Regulations that Participant fails to correct the inaccuracy. In addition, failure to report is a violation of these Rules and Regulations and may subject the Participant to additional fines and/or sanctions as outlined previously in Sections 12-2 and 12-3. *(Adopted 4/6/2015)*
- E. If a failure to report occurs on a different listing within twelve (12) months of the prior occurrence, the fine will increase to the next increment as stated in Appendix A of these Rules and Regulations from where the prior occurrence left off, up to the maximum fine as stated in Appendix A of these Rules and Regulations. *(Adopted 4/6/2015)*

SECTION 13 AMENDMENTS

SECTION 13-1

CHANGES IN RULES AND REGULATIONS

Any changes to the Multiple Listing Service of Central Oregon Rules and Regulations, shall be made by a majority vote of the Multiple Listing Service Committee and forwarded to the Central Oregon Association of REALTORS® Board of Directors for approval. *(Adopted 4/6/2015)*

Upon approval, updated Rules and Regulations will be forward to the National Association of REALTORS® to ensure compliance with their policies. MLSCO Rules and Regulations will be deemed effective on the date approved by the National Association of REALTORS®. *(Adopted 4/6/2015)*

SECTION 14 **GOVERNANCE**

SECTION 14-1

AUTHORITY

The Central Oregon Association of REALTORS® (COAR) shall maintain for the use of its members a Multiple Listing Service, which shall be subject to the Bylaws of the Central Oregon Association of REALTORS® and such Rules and Regulations which may be hereinafter adopted. *(Adopted 4/6/2015)*

SECTION 14-2

PURPOSE

A multiple listing service is: *(Adopted 4/6/2015)*

- a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and customers and the public *(Adopted 4/6/2015)*
- a means by which authorized participants make blanket unilateral offers of compensation to other participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) *(Adopted 4/6/2015)*
- a means of enhancing cooperation among participants *(Adopted 4/6/2015)*
- a means by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers *(Adopted 4/6/2015)*
- a means by which participants engaging in real estate appraisal contribute to common databases

Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease). *(Adopted 6/19/2015)*

SECTION 14-3

MULTIPLE LISTING SERVICE COMMITTEE

The composition of the MLS Executive Committee shall be in accordance with the Central Oregon Association of REALTORS® Bylaws as from time to time amended. *(Adopted 4/6/2015)*

The MLS Executive Committee is charged with implementing updates and changes to the Multiple Listing Service internet based system, MLSCO listing forms, as well as the key box system. In instances where there are financial ramifications to any decision of the Multiple Listing Service Committee, those decisions are subject to approval of the Central Oregon Association of REALTORS® Board of Directors. Amendments to these Rules and Regulations are subject to Section 13-1 of these Rules and Regulations. *(Adopted 4/6/2015)*

Appendix A—Fees and Fines

Below are all the Fees and Fines outlined in the Rules and Regulations of MLSCO. All fees and fines are non-refundable.

FEES:

Administrative Fee for new or renewing Participants/Subscribers	\$50.00
Administrative Fee for new Admin/Personal Assistant	\$25.00
Administrative Fee for New Office	\$2,000.00
Branch Office Set-up Fee	\$100.00
Office Re-Activation Fee (if within two (2) years)	\$250.00
Office Name Change	\$100.00
Participant Late Fee	5% of Balance
Subscriber Late Fee	5% of Balance
Listing Entry Fee: Non-Broker Inputted Listings (per listing)	\$25.00
Monthly Access Fee: New Participants/Subscribers First Month if before the 16 th	\$45.00
Monthly Access Fee: New Participants/Subscribers First Month if the 16 th or later	\$22.50
Monthly Access Fee: Recurring (per month)	\$45.00
Monthly Access Fee: Clerical Users	\$10.00
Service Fee: Non-Honored Check	\$35.00
Transfer Fee	\$25.00
IDX License Set-up Fee	\$200.00
SmartFrame Setup-Fee	\$50.00
IDX License Monthly Recurring Fee (billed quarterly)	\$20.00
IDX License –New URL Set Up Fee	\$25.00
IDX License Transfer to New Vendor Set Up Fee	\$100.00
IDX License Re-Activation Set Up Fee	\$100.00
Virtual Office Website (VOW) Set Up Fee	\$500.00
Virtual Office Website (VOW) Annual Fee	\$1,000.00
Affiliated VOW Partner (AVP) Set Up Fee	\$300.00
Affiliated VOW Partner (AVP) Monthly Fee	\$50.00
Active Key Lease (Billed Annually by Vendor in July)	\$186.00
E-Key Basic Lease (Billed Monthly by Vendor)	\$15.50
E-Key Professional Lease (Billed Monthly by Vendor)	\$24.75
Key Activation Fee (paid to Key Vendor)	\$50.00
Key Car Charger Accessory (For Active Key)	\$25.00
Keybox Reprogramming Fee (Non MLSCO Boxes)	\$10.00 per box
New Keybox	\$120.00
Used Keybox (only when supply available)	\$60.00

FINES:

Fine: Unreported Licensee	\$500.00
Fine: Do Not Show Listing w/Active Status	\$25.00
Fine: Dual Listing Violation	\$25.00
Fine: Non-Reporting Maximum for continued non-reporting	\$1000.00
Fine: Non-Reporting 1st Notification or Occurrence	\$15.00
Fine: Non-Reporting 2 nd Notification or Occurrence w/in 12 mos	\$25.00
Fine: Non-Reporting 3 rd Notification or Occurrence w/in 12 mos	\$50.00
Fine: Non-Reporting 4 th Notification or Occurrence w/in 12 mos	\$100.00

Fine: Non-Reporting 5 th Notification or Occurrence w/in 12 mos	\$100.00/30 day suspension
Fine: Violation of Rules:	\$15,000.00 maximum
Fine: Failure to report inactive licensee within 10 days	\$1500.00
Fine: Sharing MLS System Password	\$2000.00
Fine: Violation of Confidentiality 1 st Occurrence	\$500.00
Fine: Violation of Confidentiality 2 nd Occurrence	\$500/90 day suspension
Fine: Failure to Remove Keybox	\$25.00
Fine: Failure to Report Lost or Stolen Key	\$50.00
Fine: Failure to Return Loaner Key	\$50.00 per day

Appendix B—Agreement to Rules and Regs

**AGREEMENT TO BE BOUND BY THE
MULTIPLE LISTING SERVICE OF CENTRAL OREGON
RULES AND REGULATIONS**

On this ___ day of _____, for valuable consideration, the receipt of which is acknowledged, the undersigned Participant/Subscriber/User agrees to be bound to the attached Rules and Regulations (including any amendments thereto) of the Multiple Listing Service of Central Oregon (“MLSCO”), and further, unless in the case of gross negligence on the part of MLSCO, Participant/Subscriber/User will defend and indemnify MLSCO and its successors for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, but not limited to, reasonable attorney’s fees, resulting from or arising out of MLSCO actions related to Participant/Subscriber/User listings submitted to MLSCO.

Participant/Subscriber/User:

Print Name Clearly

Signature

Office Name Print Clearly

Date

Appendix C—Definitions

Definitions

(Place holder- will be adding definitions from MLSCO Executive Committee)