

# MLSCO

## Rules and Regulations

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*Multiple Listing Service of Central Oregon*



This document includes the MLSCO Rules and Regulations and the Collaboration Rules of the Oregon Data Share which is comprised of the Multiple Listing Service of Central Oregon (MLSCO) the Southern Oregon MLS (SOMLS) and the Klamath County Association of REALTORS®. Members of MLSCO agree to abide by both sets of rules set forth in this document.

*Approved by the COAR Board of Directors on June 11, 2020.*

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**RULES AND REGULATIONS  
OF THE MULTIPLE LISTING SERVICE OF CENTRAL OREGON  
(hereinafter referred to as "MLSCO")  
(Approved by the COAR Board of Directors on June 11, 2020)**

**SECTION 1  
GENERAL RULES**

**SECTION 1-1  
COLLABORATION RULES**

The attached Shared Database Collaboration Rules and Regulations (hereinafter "Collaboration Rules") are incorporated into and made a part of these Rules and Regulations as Appendix B. If there is any conflict between the Collaboration Rules and these Rules and Regulations, these Rules and Regulations shall control.

**SECTION 1-2  
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.

**SECTION 1-3  
COMPLIANCE WITH RULES/AUTHORITY TO IMPOSE DISCIPLINE**

By becoming and remaining a Participant or Subscriber in MLSCO, each Participant and Subscriber 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:

- A. Letter of warning.
- B. Letter of reprimand.
- C. Attendance at an appropriate course or seminar which the Participant or Subscriber can reasonably attend, taking into consideration cost, location, and duration.
- D. Appropriate, reasonable fine not to exceed \$15,000.00.
- E. Suspension of MLSCO rights, privileges, and services for not less than thirty (30) days nor more than one (1) year.
- F. Termination of MLSCO rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

NOTE: A Participant or Subscriber may be placed on probation. Probation is not a form of discipline. When a Participant or Subscriber is placed on probation, the discipline is held in abeyance for a stipulated period of time not to exceed one (1) year. Any subsequent finding of a violation of the MLSCO Rules during the probationary period may, at the discretion of the MLSCO Executive Committee, result in 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.

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

- A. For failure to pay any service charge or fee, the steps as outlined in Section 7-6 of these Rules and Regulations shall apply.
- B. For failure to comply with any other rule, the provisions of Section 8 shall apply.

#### **SECTION 1-4**

##### **APPLICABILITY OF RULES TO USERS AND SUBSCRIBERS**

Non-principal brokers, appraisers, and others authorized who 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 8 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.

These rules allow Participants, Subscribers and MLSCO staff to report inaccuracies in listing information and/or violations of these rules. MLSCO staff has the authority, but not the duty, to correct the information in accordance with these Rules and Regulations.

#### **SECTION 1-5**

##### **ORIENTATION**

Effective August 1, 2020, MLSCO will provide an orientation course for all new or renewing (if period of inactivation was greater than twelve (12) months) Participants and Subscribers. It shall be a mandatory course of instruction for use of the MLS System, an overview of listing forms, and MLSCO Rules and Regulations relating to listings and it must be completed within ninety (90) days of application. Participants and Subscribers shall be given the opportunity to complete any mandated orientation remotely. This course is also required for Users who will have "Broker Load/Input Rights" in the MLS system.

Failure to complete the orientation course within the ninety (90) day period shall result in a fine as outlined in Appendix A of these Rules and Regulations. Upon issuing the fine, the individual will be provided an additional thirty (30) days to complete the orientation course. If the additional thirty (30) days passes and the individual has not completed the training, their MLS access will be terminated and all fees they paid to join shall be forfeited to MLSCO. Any applicant may only have two (2) application periods within any twelve (12) month interval.

#### **SECTION 1-6**

##### **ADDITIONAL TRAINING REQUIREMENTS**

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 and Subscribers with system changes or enhancements and/or changes to MLSCO rules or policies. Participants and Subscribers shall be given the opportunity to complete any mandated additional training remotely.

## SECTION 1-7

### ACCESS TO COMPARABLE AND STATISTICAL INFORMATION

At the discretion and authorization of the MLS Executive Committee, MLSCO may make available to those who are actively engaged in real estate brokerage, 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. Said reports will be available to authorized individuals for a fee as established by the MLS Executive Committee. 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.

## SECTION 2 LISTINGS

### SECTION 2-1

#### 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 offer compensation to other Participants of MLSCO acting as subagents, buyer agents, or both.
- B. A listing is "submitted" to MLSCO by:
  1. The Participant and/or Subscriber filing hard copy forms with MLSCO staff for entry into the system; or
  2. Entry into the system by an individual Participant, Subscriber, or Clerical User who is duly authorized to "Broker Load" listings as outlined in Section 4-3 of these Rules and Regulations.
- 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:
  1. Residential
  2. Land
  3. Residential Income
  4. Farm
  5. Commercial For Sale
  6. Commercial For Lease

If the listing is:

1. Within the scope of the Participant's real estate broker's license, and
  2. Located within the service area of MLSCO, which is currently Crook, Deschutes, Harney, Jefferson, Klamath, Lake and Wheeler Counties.
- D. Only listings of the designated types of property located within the service area of MLSCO are required to be submitted to MLSCO. Listings of property located outside the service area of MLSCO will be accepted if submitted voluntarily by a Participant but are not required by MLSCO.

NOTE: If listings outside the MLSCO service area are voluntarily submitted to MLSCO, all MLSCO Rules and Regulations are applicable.

- E. Required listings shall be submitted to MLSCO within two (2) business days of the Marketing Date authorized by the Seller in the Listing Agreement. NOTE: per Section 2-2 (A) of the Collaboration Rules, any public marketing of the listing as defined in that section reduces the required entry timeframe to one (1) business day.

The clear cooperation provision in Section 2-1, Part A, of the Collaboration Rules applies to all listings required to be submitted per Part C above except Commercial Sale, Commercial Lease, and Business Opportunity. New construction listings may also be excluded from this provision provided that the property is owned by a builder and/or developer. Once a price has been determined for a new construction listing, the listing Participant shall have two business days to enter the listing into the system.

In the event a listing is being withheld from MLSCO for the duration of the listing a written form that includes the requirements of Section 2-17 of the Collaboration Rules must be completed and signed by the seller and submitted to the MLSCO Office upon request. NOTE: per Section 2-2 (A) of the Collaboration Rules, any public marketing of the listing as defined in that section negates the office exclusivity and requires the listing be submitted to MLSCO within one (1) business day.

- F. The Listing Date entered into the system shall be the Marketing Date entered on the Listing Agreement or the date public marketing first occurred, whichever is earlier.
- G. Net or Open Listings are not accepted except where required by law or except by court order.
- H. Failure to submit a required listing within the acceptable timeframe may subject the Participant to a fine as outlined in Section 8-3 of these Rules and Regulations.
- I. MLSCO provides a listing agreement for use by Participants. However, Participants are free to use whatever listing agreement they deem best for their business provided the listing is of a type accepted by MLSCO and the agreement includes provisions as outlined in Section 2-3 of the Collaboration Rules. MLSCO shall require use of an approved property data form in conjunction with the listing agreement. MLSCO reserves the right to refuse to accept a listing in which the listing agreement does not include the stated provisions, or which fails to adequately protect the interests of the MLS, the public or the Participants.
- J. In the event multiple tax accounts are being sold together, the Listing should have the largest parcel tax account number or the tax account number of the parcel with the highest value in the Parcel ID field and must disclose all of the other Parcel ID numbers and Map and Tax Lot numbers in the Additional Map & Tax lot field in the MLSCO system so that it is clearly disclosed what properties are being sold together. NOTE: If multiple properties are being sold together, the Participant, Subscriber, and/or User should make sure they do not rely on the autopopulation of fields from tax records when entering the listing because it will only autopopulate data from the main Parcel ID.



- K. Listings must display the owner of record listed in county records.
- L. In Sunriver, addresses must be entered as follows:
  - 1. The situs address in county records must be entered into the address fields in the MLSCO system. The modifier should be used for the commonly used street number if it differs from county records.
  - 2. The commonly known address shall be placed in the Commonly Known Address field in the MLSCO system.
- M. If a property does not have a situs address assigned in county records, the Participant, Subscriber or User entering the listing shall:
  - 1. Use 0 (zero) in the street number field
  - 2. Use Taxlot number in the Modifier Field
  - 3. Use the closest likely street to access the property
  - 4. Use the appropriate City and Zip Code based on adjacent properties that have been assigned a situs address.
  - 5. If the property has a commonly known address, it should be included in the Public and/or Private Remarks.
- N. Timeshare listings must include the Unit number in the listing if provided in county records. Timeshare listings must include the amount of fractional ownership (i.e. number of weeks, months, days) transferring ownership in the Public Remarks section of the MLSCO system so that it is clear to consumers what is being sold.
- O. In the event a property meets the criteria of multiple property types or subtypes, it is the decision of the owner in conjunction with their listing broker to determine what property type or subtype to market the property in. However, if one of those property types is fractional ownership or timeshare, it must be entered into that property type.

## **SECTION 2-2 COMPENSATION AND CONCESSIONS**

In certain instances, Participants may offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sale price minus concessions. The listing broker must check the appropriate box in the MLS if the seller is paying compensation on the net sales price and must provide an explanation in the field provided.

For the purpose of these Rules and Regulations, concessions are defined as and limited to builder upgrades on new construction, points paid by seller on behalf of buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed, down payment assistance, additions or alterations not considered deferred maintenance, and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed-upon monetary value.

## **SECTION 2-3 CHANGES**

Changes to listing information shall be submitted to MLSCO within two (2) business days. Failure to submit a change within two (2) business days or to follow any of the reporting requirements of these Rules and Regulations and in Sections 2 and 3 of the Collaboration

Rules may subject the Participant to a fine in accordance with Section 8 of these Rules and Regulations.

## SECTION 2-4

### REMARKS & DATA AUDITS

- A. All listing licensee contact information (including, but not limited to, name, phone numbers, email addresses, or internet/website information) and any other third party internet/website information is prohibited from the Public Remarks section of a listing and if found, may be removed by staff.
- B. Staff has the authority, but not the duty to, remove language in Public Remarks directly or indirectly attempting to encourage consumers to contact the listing broker or to set up a showing with the listing broker to avoid any potential conflict with the NAR Code of Ethics.
- C. Staff has the authority, but not the duty, to delete language, photos, or media that may be considered discriminatory, per Fair Housing guidelines, from listings submitted to the MLSCO system for publication.
- D. When remarks attempt to modify the unilateral offer of compensation, except as outlined in Section 3 of the Collaboration Rules or Section 2-2 of these Rules and Regulations, staff will remove the language from remarks.
- E. Staff has the authority, but not the duty, to remove pictures or virtual tour links from the system that violate the requirements outlined in Section 2-13 of the Collaboration Rules.
- F. Unless otherwise specified in these Rules and Regulations, staff is authorized to take corrective action for any reported inaccuracy or error on a listing upon confirmation that the issue reported is inaccurate or in error, following notice to the listing Subscriber and/or Participant and opportunity given for the listing Subscriber to make the correction.
- G. Apart from the items specifically listed in this section, staff has the authority, but not the duty, to conduct audits of listing information submitted by its Participants and Subscribers per the direction of the MLS Executive Committee. Inaccurate information found during such an audit may be corrected by staff. Staff will do its best to notify the Participant and/or Subscriber of the change. However, due to the number of listings being audited and the amount of staff time that can be dedicated may depend on whether or not the Participant and/or Subscriber are notified.
- H. At times, MLSCO makes changes to the database which result in data issues/errors and makes sweeping changes to rename fields or move data to different areas of the database. These are exempt from notification to Participant and/or Subscriber notification.

## **SECTION 2-5**

### **TOURS**

MLSCO may hold tour meetings(s) followed by a tour of properties within MLSCO jurisdiction and submitted to the MLSCO and requested to be on tour. Attendance at a tour meeting and tour is restricted to active members of the Oregon Data Share—MLSCO, SOMLS, & KCAR, and invited guests. The various tours are structured differently, and their procedures are outlined in the Tour Guidelines posted in the MLS system. Members interested in placing homes on tour are expected to review and follow these guidelines. The individual tour groups within MLSCO jurisdiction are responsible for policing their respective tour guidelines. Members attending an MLS tour meeting must adhere to the requirements of the Clear Cooperation Policy.

## **SECTION 2-6**

### **AUTHORIZATION**

By the act of submission of any property listing data to MLSCO the participant represents and warrants that the Participant is fully authorized to license the property listing content as contemplated by and in compliance with this section and these Rules and Regulations, and also thereby does grant to MLSCO licenses to include the property listing data in its copyrighted MLSCO compilation and also in any statistical report on “Comparables”. Listing content includes, but is not limited to, photographs, images, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Each Participant who submits listings content to MLSCO agrees to defend and hold MLSCO and every other Participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or an inadequacy of ownership, license, or title to the submitted listing content.

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

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

To qualify for this safe harbor, the OSP must:

- A. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, Participant, Subscriber, or other individual or entity. MLSCO will serve as the agent for any Participant or Subscriber upon written request.

- B. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- C. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
- D. Have no actual knowledge of any complained-of infringing activity.
- E. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- F. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

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

## **SECTION 2-7**

### **DISCREPANCIES & LATE REPORTING OF STATUS CHANGES**

Any discrepancies in listing data, are subject to a listing discrepancy fine as outlined in Appendix A of these Rules and Regulations and will be enforced per Section 8-1 of these Rules and Regulations, unless a different fine within these Rules and Regulations applies. This applies to Rules outlined in both the MLSCO Rules and Regulations as well as the Collaboration Rules.

Changes to the status of a listing are required to be entered into the MLS system within two (2) business days. Failure to make the change within the timeframe specified will result in a Late Reporting of Status fine as outlined in Appendix A of these Rules and Regulations and will be enforced per Section 8-1 of these Rules and Regulations.

## **SECTION 2-8**

### **CLEAR COOPERATION POLICY**

A violation of the Clear Cooperation Policy as outlined in Section 2-2 of the Collaboration Rules will result in the enforcement provisions outlined in Section 8-3 and fines as outlined in Appendix A of these Rules and Regulations.

## **SECTION 3 KEY BOX SYSTEM**

### **SECTION 3-1**

#### **KEYBOXES**

- A. MLSCO provides access to an electronic key box system for the benefit of its Participants and Subscribers.
- B. MLSCO shall maintain current records as to all unsold key boxes in inventory.

- C. Key boxes may not be placed on a property without written authority from the seller to the listing Participant. Key boxes should be removed from a listing within two (2) business days of closing, cancellation, 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.
- D. Any issuing fees, recurring fees, appropriate fines, or other administrative costs shall be established at the discretion of the Board of Directors and set forth in Appendix A of these Rules and Regulations. All key box purchasers, as a condition of purchase, shall agree to be bound by the rules and policies governing the operation of the key box system.
- E. Member Participants and their affiliated Subscribers shall be eligible to purchase keyboxes from MLSCO for a fee per box as stated in Appendix A of these Rules and Regulations.
- F. 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. Participants and Subscribers who purchase a key box(es) from another MLSCO user are required to notify MLSCO of the change of ownership. MLSCO requires a Bill of Sale in order to assign a lockbox to a different user.
- G. MLSCO will, if possible, re-program key boxes purchased by Participants and Subscribers from a source other than MLSCO or one of its users for a fee as stated in Appendix A of these Rules and Regulations. Certain factors must apply to allow the box to be re-programmed and the fee will only be charged if the re-programming is possible.
- H. In the event a Participant or Subscriber orders a lockbox from MLSCO or a lockbox has been turned into the MLSCO belonging to a Participant or Subscriber, MLSCO will notify the member in writing that the lockbox is ready to be picked up at the MLSCO office. If the member cannot pick the lockbox up, they can make arrangements to have the keybox shipped to them at their cost. Should the member not pick the keybox up or make arrangements with MLSCO staff to have it shipped within ninety (90) days, the keybox will be returned to general inventory and the member will forfeit rights to the keybox.

## **SECTION 3-2**

### **KEY BOX KEYS**

- A. An "MLSCO key" is any device by which a MLSCO key box can be opened. An MLSCO key shall be non-duplicative. By "non-duplicative" it is not necessarily meant that a current patent covers the MLSCO key, but that it cannot be readily copied.
- B. MLSCO keys must only be obtained from MLSCO or its authorized agent.
- C. Each MLSCO member Participant and Appraiser Participant and the Subscribers affiliated with said Participant as defined in Section D below, who are legally eligible for MLS access shall be eligible to hold an MLSCO key subject to their execution of an agreement with MLSCO.

- D. MLSCO authorizes Participants, subscribers licensed with the Participant, unlicensed clerical users who are under direct supervision of a Participant, or a licensee affiliated with the Participant, to hold a lease for a key box key on the same terms and conditions set forth in their agreement with MLSCO as well as any and all MLSCO Rules and Regulations. Participant is responsible for any misuse of the MLSCO key.
- E. 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.
- F. MLSCO may refuse to sell, lease, or license MLSCO keys, may terminate existing MLSCO key agreements, and may refuse to activate or reactivate any MLSCO key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Board of Directors, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.
- G. MLSCO may suspend the right of MLSCO keyholders to use MLSCO keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Board of Directors, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.
- H. Factors that can be considered in making a determination for Parts F and G of this section include, but are not limited to:
  - 1. The nature and seriousness of the crime.
  - 2. The relationship of the crime to the purposes for limiting key box access.
  - 3. The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity.
  - 4. The extent and nature of past criminal activity.
  - 5. Time since criminal activity was engaged in.
  - 6. Evidence of rehabilitation while incarcerated or following release.
  - 7. Evidence of present fitness.
- I. Any deposits, issuing fees, recurring fees, appropriate fines, other administrative fees, or refunds shall be established at the discretion of the Board of Directors and set forth in Appendix A of these Rules and Regulations. All MLSCO keyholders, as a condition of the MLSCO key agreement, shall agree to be bound by the rules and policies governing the operation of the key box system.
- J. Licensees shall pay the required deposit, if any, for an MLSCO key plus an MLSCO key processing fee as stated in Appendix A of these Rules and Regulations.
- K. If a keyholder becomes inactive, their key access is automatically terminated by MLSCO staff. This does not however, release the member from their lease obligation with the key vendor.
- L. SECURITY: In order to maintain security of the MLSCO key to prevent its use by unauthorized persons, MLSCO keyholders shall:

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.
  2. Not to disclose to any other party the keyholder's PIN.
  3. Not loan the MLSCO key to or permit the MLSCO key to be used by any person for any purpose.
  4. Not assign, transfer, or pledge their MLSCO key to any person for any purpose.
  5. If available, keep the device the key is downloaded to, password protected.
  6. In the event the device in which the electronic key is stored is lost, stolen or missing, the key holder shall, notify MLSCO in writing within two (2) business days of discovery of the fact. On the occurrence of the lost, stolen, or missing device storing the MLSCO key, the authorized user or their Participant provided a new code to authorize the key on a new device which deactivates it on the lost, stolen, or missing device. Failure to notify MLSCO within two (2) business days of discovery that the device is lost, stolen, or missing, the keyholder will be issued a fine as stated in Appendix A of these Rules and Regulations.
- M. 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 a 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.
- N. Except for the circumstance provided in Section M above, MLSCO will not grant any keys for temporary use.
- O. MLSCO will grant loaner bolt cutters for members to use to remove a non-functioning lockbox. The bolt cutters are only available for two (2) business days. Failure to return the bolt cutters within two (2) business days will result in a fine as specified in Appendix A of these Rules and Regulations.

## **SECTION 4 LICENSED AND UNLICENSED USERS**

### **SECTION 4-1 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.
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. A transfer fee as stated in Appendix A of these Rules and Regulations will be charged to the 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-activated with another or same MLSCO Participant more than thirty (30) days from the date of the inactivation will be charged an activation fee as stated in Section 7-2(F) of these Rules and Regulations.

2. When deleting a licensee, the Participant is to note the date the licensee's license is sent to the Oregon Real Estate Agency.
  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 first day of the month in order to receive credit for billed monthly access fees.
- B. If a Participant fails to notify MLSCO of the addition of a licensee within the prescribed time period, the Participant may be charged an administrative fee as stated in Appendix A of these Rules and Regulations and the Participant may be billed for monthly access fees retroactive to the date the licensee was first licensed with the Participant.
- C. If a Participant fails to notify MLSCO of the deletion 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.

## **SECTION 4-2 CLERICAL USERS**

- A. Clerical Users are unlicensed individuals, under the direct supervision of an MLSCO Participant or who work directly for a Subscriber affiliated with said 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 Clerical Users 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, monthly administrative fees, or other fees as determined by the Board of Directors for each Clerical User. These fees will be outlined in Appendix A of these Rules and Regulations.
- B. Clerical Users may have access to MLSCO information solely under the direction and supervision of the Participant or the licensee affiliated with the Participant. Clerical Users may not provide any MLSCO information to persons other than the Participant or the licensee affiliated with the Participant under whom they are registered. Access by Clerical Users to the database is solely for clerical and administrative functions for the Participant or the licensee affiliated with the Participant under whom the Clerical User is registered. Clerical Users shall not share their Login I.D.s and passwords with any customer, client, or other user or non-user of MLSCO, whether licensed or unlicensed. Clerical Users must at all times use their Login I.D.s and passwords to access MLSCO and shall not use anyone else's credentials. Use of credentials other than those issued to the individual, shall result in a fine assessed to the Participant as stated in Appendix A of these rules and regulations.



- C. While licensees affiliated with the Participant may have clerical users working on their behalf in the MLSCO system, the Participant is ultimately responsible for anything those clerical users do within MLSCO.
- D. Please see Section 7-3(D) of these Rules and Regulations regarding fees assessed should an unlicensed clerical user obtain their real estate license.

### **SECTION 4-3 BROKER LOAD**

- A. Broker load is a data entry method that allows Participants to maintain direct control over input and management of their own listings. A Participant using Broker Load shall be responsible for entering and maintaining all of said Participants listings and changes. A Participant who chooses to not utilize Broker Load will incur listing fees as outlined in Section 8-5 of these Rules and Regulations.
- B. A Participant who wishes to maintain Broker Load must choose one of the following two options:
  - Option 1: Only the Participant, associated Clerical 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.
  - Option 2: In addition to the Participant and associated office staff/Clerical Users, each Subscriber must complete the necessary training steps outlined further in this section, and must sign the Broker Load Agreement with MLSCO prior to be granted access to Broker Load.
- C. All individuals utilizing Broker Load 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, Clerical Users, or an individual Subscriber.
- D. To receive authorization for Broker Load the following must be satisfied:
  - 1. Completion of Broker Load/Listing Input Class either in person or online.
  - 2. Completion of Broker Load Authorization Form from the Participant.
- E. A Participant must complete a Broker Load course within thirty (30) days of becoming a Participant if they do not already have Broker Load. Within those thirty (30) days, MLSCO staff will input listings on behalf of the Participant if there is no other Broker Load authorized personnel at the Participant's firm to input the listing. Following the thirty (30) days, if the Participant fails to complete the Broker Load/Input Course, the Participant will be assessed a Listing Fee as outlined in Section 7-5 of these Rules and Regulations and as stated in Appendix A of these Rules and Regulations.
- F. Once a Participant is authorized for either option of Broker Load, any listings submitted to MLSCO staff for entry shall incur a fee as defined in Section 7-5 of these Rules and Regulations. Notwithstanding, the Chief Executive Officer can approve a waiver of the fees under extenuating circumstances. MLSCO staff will only enter listings once they have received a completed property data form, including all

required fields filled out, signed by the Participant. Under no circumstances will a listing be entered without this information first submitted to MLSCO staff in its entirety. MLSCO staff has up to two (2) business days to enter the listing into the MLSCO system. Participants and subscribers shall keep this timeframe in mind when having listings input by MLSCO staff to ensure they are not violating any Rules and Regulations relating the advertising/marketing a property.

- G. Subscribers and Users will also have thirty (30) days of becoming a Subscriber and User to complete the Broker Load course. Upon completion of D(1) and D(2) of this section, Subscriber or User shall receive Broker Load rights within the MLSCO system. During this thirty (30) day period it is the responsibility of the Participant or their designee in the firm to input listings on behalf of the subscriber or user. If the Participant does not have Broker Load rights within the MLSCO system or there is no designee available, MLSCO staff shall input the listing on behalf of the subscriber or user during the thirty (30) day period. If the Subscriber or user fails to satisfy D(1) and D(2) of this section within the thirty (30) day period, the Participant will be assessed a Listing Fee as outlined in Section 7-5 of these Rules and Regulations and as stated in Appendix A of these Rules and Regulations for each listing submitted to MLSCO staff to input.
- H. MLSCO staff shall input changes to listing ONLY if the appropriate Change Order Form has been submitted to MLSCO, with all required fields completed, and is signed by the Participant and/or the owner. Under no circumstances will MLSCO staff make changes to listings without these two items. In the event, MLSCO staff receives a change order signed by the owner that does not also carry the signature of the Participant, MLSCO staff will make the change in the MLSCO system and notify the Participant along with providing a copy of the Change Order signed by the owner. Participant agrees that so long as MLSCO has received a completed change order signed by owner MLSCO shall have no liability for making such changes. Additionally, Participant shall indemnify MLSCO for any changes requested by Participant.

## SECTION 5 SUSPENSIONS, RESIGNATIONS, & TERMINATIONS

### SECTION 5-1

#### LISTING OF A SUSPENDED PARTICIPANT AND/OR SUBSCRIBER

- A. If a Participant is suspended from MLSCO for failure to pay appropriate dues, fees, or charges, or for failing to abide by any other participant or subscription duty (i.e. violation of the NAR Code of Ethics, Association Bylaws, or MLSCO Rules and Regulations), all listings currently submitted to MLSCO by said suspended Participant and their subscribers shall be retained in MLSCO for thirty (30) days or until sold, withdrawn, or expired (whichever comes first), but shall not be renewed or extended by MLSCO beyond the termination date of the listing agreement in effect when the suspension became effective. It is the Participant's responsibility to notify MLSCO of listings still in effect upon completion of the suspension.
- B. If a Participant or Subscriber is suspended from MLSCO, because his/her license has been suspended for a temporary time period by the Oregon Real Estate Agency, listings in the system under said Participant's or Subscriber's name will be handled as follows:

1. In the event that the suspension is for a Subscriber, the listings will be transferred to the Participant's name with whom the Subscriber is affiliated for the duration of the suspension.
2. In the event that the suspension is for a Participant who has subscribers affiliated with him/her, said Participant may designate a Principal Broker affiliated with said Participant and any listings in the suspended Participant's name will be transferred to the designee's name for the duration of the suspension. In the event the Participant does not have an affiliated Principal Broker to designate, the Participant will have two business days to find a Principal Broker to designate. Failure to designate a Principal Broker as the Participant within two (2) business days of the suspension, will result in all listings with to company being withdrawn
3. In the event the suspension is for a Participant who is a sole practitioner, the listings will be changed to "withdrawn" status in the system for the duration of the suspension.

In any of the aforementioned instances, the Participant is responsible to notify MLSCO within two business days of listings still in effect upon completion of the suspension.

## **SECTION 5-2**

### **LISTINGS OF A TERMINATED PARTICIPANT**

If a Participant is terminated from MLSCO for failure to pay appropriate dues, fees, or charges, or for failing to abide by any other participation or subscription duty (i.e. violation of the Code of Ethics, Association Bylaws, MLSCO Rules & Regulations) all listings currently submitted to MLSCO by the terminated Participant and their affiliated subscribers shall be removed from MLSCO. The Participant and any subscribers affiliated with the Participant will be advised in writing of the intended removal so that the Participant and Subscribers can notify his/her clients. Listings may be resubmitted to MLSCO upon the terminated Participant's reactivation and payment of any applicable fees and/or fines.

## **SECTION 5-3**

### **LISTINGS OF A RESIGNED PARTICIPANT**

If a Participant resigns from MLSCO, MLSCO is not obligated to provide MLS services, including continued inclusion of the resigned Participant's listings in MLSCO's compilation of current listing information. Prior to the removal of the resigned Participant's listings from MLSCO, the resigned Participant and any subscribers affiliated with the Participant will be advised in writing of the intended removal so that the resigned Participant may advise his/her clients. MLSCO will provide written notice two (2) business days prior to removal of listings.

## **SECTION 6**

### **MEETINGS, SHOWINGS AND COMMUNICATIONS**

## **SECTION 6-1**

### **MEETINGS & SHOWINGS**

- A. The meetings of MLSCO Participants shall be held a minimum of once annually. These meetings can take place virtually.

- 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.
- C. Animals are not allowed at any MLSCO meeting, or class without prior approval from the President or the respective committee chair if it is a committee meeting, whether it is held at the MLSCO office or otherwise. Animals brought to the MLSCO office will need to stay in the front office until the class and/or event is over unless prior authorization is given. Animals may not be taken to any showings and/or viewings of properties listed with MLSCO without prior approval from the listing agent or seller. These provisions exclude animals that may be present as an aid for a disability.

## **SECTION 6-2 COMMUNICATIONS**

The official method of disseminating information (including, but not limited to, notices of meetings, bylaws 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.

## **SECTION 6-3 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 and affiliates without prior approval from the Board of Directors. Participants, Subscribers, and/or Users shall not use any functionality of the MLS system to generate lists of members to mass email communications.

## **SECTION 7 SERVICE CHARGES AND FEES**

### **SECTION 7-1 SERVICE CHARGES AND FEES**

- A. The established service charges and fees are in effect to defray the costs of operation and are subject from time to time by action of the COAR Board of Directors.
- B. Monthly access fees, miscellaneous charges, recurring data feed fees, late fees, and all other fees are established by the COAR Board of Directors and are due in full on a monthly basis, unless otherwise specified, for each Participant and licensee affiliated with the Participant (Subscriber).
- C. 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. Affiliated VOW Partners 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 Affiliate VOW Partner or Third Party Vendor in providing service to the Participant.

## SECTION 7-2

### NEW PARTICIPANTS AND SUBSCRIBERS

- A. **NEW PARTICIPANT OFFICE FEE:** An applicant for participation in MLSCO shall pay a new participant office fee as stated in Appendix A of these Rules and Regulations with such fee to accompany the application.
- B. **REACTIVATING PARTICIPANT OFFICE FEE:** In the event a participant office inactivates its participation with MLSCO, and subsequently reapplies for participation with the same Oregon Real Estate Agency Office License Number, the following fees would apply:
1. If the reactivation is within one (1) year, the fee is stated in Appendix A of these Rules and Regulations.
  2. If the reactivation is within two (2) years, the fee is stated in Appendix A of these Rules and Regulations.
  3. If the reactivation is after two (2) years, the New Participant Office Fee will be assessed as stated in Appendix A of these Rules and Regulations.
  4. In the event application for any of the above is made with a new Oregon Real Estate Agency Office License Number, other than a Registered Branch Office, the New Participant Office Fee will be assessed as stated in Appendix A of these Rules and Regulations.
- C. **ADDITIONAL FIRMS (NON BRANCH OFFICES):** If an active Participant opens an additional firm, other than a Registered Branch Office with the Oregon Real Estate Agency, and desires licensees at said firm to be part of MLSCO, the New Participant Office Fee will be assessed as stated in Appendix A of these Rules and Regulations.
- D. **BRANCH OFFICES:** If a Participant wishes to have a branch office within the MLSCO system with different office codes and rosters, said Participant must have that office registered as a Branch Office with the Oregon Real Estate Agency. This does not require every branch office registered with the Oregon Real Estate Agency to belong to MLSCO, only the one(s) the Participant desires to have the licensees be part of MLSCO. The Participant will be assessed a branch office set-up fee as stated in Appendix A of these Rules and Regulations and all licensees with that office would need to join MLSCO unless a waiver has been submitted under Section 7-8(B) of these Rules and Regulations.
- E. **FIRM NAME CHANGES:** If an active Participant changes the name of a Participant Firm with the Oregon Real Estate Agency but the office license number remains the same, the office must notify MLSCO of the change within two (2) business days and the Participant will be assessed a Firm Name Change Fee as stated in Appendix A of these Rules and Regulations. If the Oregon Real Estate Agency office license number is changing the Participant will be assessed the new participant office fee as stated in Appendix A of these Rules and Regulations.
- F. All new and renewing (if the period of inactivation was greater than ninety (30) days) Subscribers will be charged an activation fee as stated Appendix A of these Rules and Regulations.

- G. New Participants and Subscribers will also be charged, for their first month, the full application monthly access fee or, if activating after the 15<sup>th</sup> of the month, half the monthly access fee, as stated in Appendix A of these Rules and Regulations.

### **SECTION 7-3**

#### **MONTHLY ACCESS FEES**

- A. All active Participants and licensees affiliated with the Participant (Subscribers) will be charged a monthly access fee unless the licensee has received a waiver per Section 7-8 below. Monthly access fees shall be as stated in Appendix A of these Rules and Regulations.
- B. Participants who belong to multiple firms, that are not set up as branch offices of each other, will be assessed monthly access fees to utilize each set of credentials they have been issued for each firm.
- C. All active unlicensed clerical users affiliated with a Participant or a Subscriber under said Participant will be charged a monthly administrative fee as stated in Appendix A of these Rules and Regulations.
- D. If a clerical user acquires a real estate license or maintains a real estate license, even if solely acting as a clerical user, they will be charged a monthly access fee as stated in Appendix A of these Rules and Regulations.
- E. Participants must report any additional licensees within their firm within two (2) business days. This includes new licensees, licensees transferring to their office, and clerical users who attain a real estate license. If MLSCO becomes aware of a licensee with the Participant's firm, and MLSCO was not notified of the additional licensee, the Participant will be responsible for the monthly access fees dating back to when the license was hung with the firm. This rule excludes those brokers who were submitted as part of a subscription waiver per Section 7-8 (B) of these Rules and Regulations.

### **SECTION 7-4**

#### **COMPLIANCE**

Failure to pay any undisputed service charge or fee within ten (10) days of the date due will result in late fees as specified in Section 7-6 of these Rules and Regulations.

### **SECTION 7-5**

#### **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. Listings submitted to the system by broker load will not incur a listing fee.

### **SECTION 7-6**

#### **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 10<sup>th</sup> of the month. All fees and charges are sent to the Brokerage Office and the Designated Participant is

responsible for ensuring payment is received per this section of these Rules and Regulations.

- B. If all fees and charges are not paid in full by the 1<sup>st</sup> business day after the 10<sup>th</sup> of the month, a late fee, as stated in Appendix A of these Rules and Regulations, will be assessed. If the charges become thirty (30) days past due, the Brokerage and Designated Participant will be suspended. All subscribers under the Participant will be notified that their access is also suspended until which time as their Participant remits payment to MLSCO for the full amount due. MLSCO will provide this notice in writing two (2) business days prior to suspending access.
- C. Access and services may be reinstated after suspension, but prior to termination, provided that all charges and late fees are brought current.
- D. In the event a Brokerage and Designated Participant is suspended for non-payment MLSCO will take additional action as outlined in Section 5-1(A) if there are current listings with the Brokerage. If the amount becomes sixty (60) days past due the Designated Participant will be terminated, and staff will take additional action as outlined in Section 5-2.

## **SECTION 7-7**

### **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. Payments must be made by credit/debit card, cashier's check, or bank money order.

## **SECTION 7-8**

### **SUBSCRIPTION WAIVERS**

- A. In recognition of the sacrifice of military service, and in concert with COAR, MLSCO will credit that portion of monthly MLS fees for Participants personally or Subscribers who are called to active duty in the National Guard or Ready Reserve. Prior to the date of active duty, the Participant or Subscriber will provide proof of activation (letter, orders, etc.) and the date the suspension will take effect. MLSCO will credit the Participant's or Subscriber's monthly fees from that date through the end of the period of service. Credit will be allowed even if the Participant's or Subscriber's real estate license remains active with their firm. 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 subscription will be waived. In the event a Participant is called to active duty in the National Guard or Ready Reserve, they will need to designate another Principal Broker to act as the designated Participant with respect to the MLS during their tour.
- B. MLSCO will provide Participants a no-cost waiver of MLSCO fees and charges for any real estate licensee or licensed or certified appraiser affiliated with the Participant who can demonstrate subscription to a different MLS or Commercial Information Exchange ("CIE") where the Participant also participates. The waiver shall be completed by the Participant for certification of non-use of MLSCO services by their licensees and will need to be renewed each calendar year to remain in effect.

A waived individual may not derive any benefit from MLSCO services. Therefore, a waived individual may NOT:

1. Be a listing broker for any active listing in the MLSCO system.
2. Possess, control, or use an MLSCO key box access device to enter, view, or show any property that is listed in the MLSCO system.
3. Directly or indirectly access, or use in any manner whatsoever, the listing information stored in the MLSCO system. Such access and use includes, but is not limited to:
  - i. direct access or use of the MLSCO system; and
  - ii. use of other services or devices provided by MLSCO or its affiliated or licensed vendors/suppliers that permit access to, and use of, any listing information from the MLSCO system.
4. Use, directly or indirectly, in any manner whatsoever, information from the MLSCO system to:
  - i. list properties for sale or lease;
  - ii. identify or locate properties for any potential buyers or lessees; or
  - iii. participate in listing or sales activity requiring licensure for any properties listed in the MLSCO system.
5. Be part of a designated real estate "Team" where one or more of the other Team members are subscribers to MLSCO.

Violation of any of the above conditions will result in automatic revocation of the waiver for the individual recipient. The Participant will be invoiced for MLSCO subscription fees, retroactive for one billing year or to the date MLSCO service was first waived, whichever is less, plus a \$1,000 non-compliance fee for each waiver recipient that has his or her waiver revoked. The invoice will be due within seven (7) calendar days after the waiver recipient becomes ineligible. Failure to pay the amounts owed by the due date will result in the MLS access for the Participant and all Subscribers associated with the Participant being suspended until all fees have been paid.

If the Participant notifies MLSCO within two (2) business days if any waived individual affiliated with the Participant becomes ineligible for a waiver and simultaneously with such notice to MLSCO, either immediately informs the waived individual that they must subscribe to MLSCO within two (2) business days and pay the applicable retroactive fees OR severs the firm's relationship with the licensee, then the Participant shall not incur the non-compliance fee.

In the event the waived licensee utilized another Subscriber's log in credentials to access the MLSCO system, it is a violation of Section 1-5(A) of the Collaboration Rules and the Subscriber who shared their credentials will be assessed a fine as stated in Appendix A of these Rules and Regulations.

## **SECTION 7-9 OFFICE AUDITS**

Participants agree, as part of their participation in the MLSCO, to random audits comparing the Oregon Real Estate Agency Roster against the MLSCO roster for the Participants, Subscribers and Users to ensure MLSCO has received all the proper notifications throughout the year with respect to billable users within the firm or alternatively, that we have received the appropriate waivers as stated in these Rules and Regulations.



## SECTION 8 ENFORCEMENT

### SECTION 8-1

#### LISTING DISCREPENCIES & STATUS VIOLATIONS

The MLS Executive Committee has provided MLSCO staff the authority to administratively issue fines and/or discipline based on listing discrepancies found within the MLS system as well as status violations. These fines/discipline are outlined in Appendix A of these Rules and Regulations. Upon issuance of any fine, members will be provided an appeal form if they wish to appeal the fine to the MLS Executive Committee. If the committee upholds the fine issued, the fine shall be due within thirty (30) days of receipt of the Committee's determination. Because every office has different settings for input within their offices, all fines are the responsibility of the Participant. If the Participant requires their subscribers to pay the fines directly, this is permissible however, the responsibility to ensure the fine is paid is the Participant's.

In the event a member has violated the Listing Discrepancy or Status Violation rules more than three (3) times in a twelve-month period, upon the 4<sup>th</sup> violation their violations will be considered chronic. In this case, the 4<sup>th</sup> violation will be sent to the MLS Executive Committee for review along with the history of all other fines issued to the member within the twelve-month period. The committee will review the violation and history of violations and the MLS Executive Committee will impose a discipline within the parameters of Section 1-3 of these Rules and Regulations.

### SECTION 8-2

#### OTHER FINES OR RULE VIOLATIONS

Any other fines or rule violations not outlined in Section 8-1 above shall be sent to the MLS Executive Committee by MLSCO staff for review. The MLS Executive Committee shall impose a discipline within Section 1-3 of these Rules and Regulations unless the discipline is otherwise specified in these Rules and Regulations.

### SECTION 8-3

#### COMING SOON RULE VIOLATION

Any violation of the Clear Cooperation Policy in Section 2-2 of the Collaboration Rules with result in the following:

First offense will result in a letter of warning being sent to the subscriber and their Participant including a requirement that the property be entered into the MLS within one (1) business day.

Second violation will result in a fine of \$250 which will be issued administratively by staff. Upon issuance of any fine, members will be provided an appeal form if they wish to appeal the fine to the MLS Executive Committee. If the committee upholds the fine issued, the fine shall be due within thirty (30) days of receipt of the Committee's determination.

Third and subsequent violations will result in a fine of \$1,000 which will be issued administratively by staff. Upon issuance of any fine, members will be provided an appeal form if they wish to appeal the fine to the MLS Executive Committee. If the committee upholds the fine issued, the fine shall be due within thirty (30) days of receipt of the Committee's determination.

## **SECTION 9 AMENDMENTS**

### **SECTION 9-1 CHANGES TO MLSCO RULES AND REGULATIONS**

Any changes to the MLSCO Rules and Regulations, shall be made by a majority vote of the Multiple Listing Service Executive Committee and forwarded to the COAR Board of Directors for approval.

Any required changes by the National Association of REALTORS® that do not provide optional provisions, shall be made administratively by staff.

### **SECTION 9-2 CHANGES TO COLLABORATION RULES**

Any changes to the Oregon Datashare Collaboration rules, shall be made by the Advisory Council subject to the provisions of their governing documents. Following the approval of changes by the Advisory Council, changes will be sent to the respective Board of Directors of the MLSs in the Oregon Datashare for ratification.

## **SECTION 10 GOVERNANCE**

### **SECTION 10-1 AUTHORITY**

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.

### **SECTION 10-2 PURPOSE**

A multiple listing service is:

- A. a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and customers and the public
- B. 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)
- C. a means of enhancing cooperation among participants
- D. a means by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuation of real property bona fide clients and customers
- E. 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.

## **SECTION 10-3**

### **MULTIPLE LISTING SERVICE COMMITTEE**

The composition of the MLSCO Executive Committee shall be in accordance with the Central Oregon Association of REALTORS® Bylaws as from time to time amended.

The MLSCO Executive Committee is charged with implementing updates and changes to the MLSCO Rules and Regulations. In instances where there are financial ramifications to any decision of the MLSCO Executive Committee, those decisions are subject to the approval of the Central Oregon Association of REALTORS® Board of Directors. Amendments to these Rules and Regulations are subject to Section 9 of these Rules and Regulations.

Changes to the MLSCO system and property data forms are the responsibility of the Advisory Council.

**APPENDIX A—MLSCO Schedule of Fees, Fines, and other Changes**

<b>FEES</b>	<b>PRICE</b>
New Lockbox	\$120.00
Used Lockbox	\$60.00
Lockbox Reprogramming Fee (non MLSCO boxes)	\$10.00
eKey Basic Monthly Fee*	\$14.84
eKey Professional Monthly Fee*	\$24.85
eKey Application Processing Fee	\$50.00
Transfer Fee	\$50.00
Administrative Fee for Clerical Users billed monthly	\$10.00
Administrative Fee for Unreported Licensee within Required Timeframe	\$50.00
Listing Fee	\$25.00
New Participant Office Fee	\$2,000.00
Reactivating Office Fee—One year or less	\$150.00
Reactivating Office Fee—One to Two Years	\$250.00
Branch Office Set Up Fee	\$100.00
Firm Name Change Fee	\$100.00
Activation Fee for Membership	\$100.00
Monthly Access Fee	\$45.00
Monthly Access Fee—prorated (joining after the 15 <sup>th</sup> of the month)	\$22.50
Late Fee First Occurrence	5% of bill
Late Fee Second Occurrence	10% of bill
Non-Honored Check Fee	\$50.00

*\*Supra's monthly fees are adjusted annually based on our membership counts so you will see an adjustment each year.*

<b>FINES</b>	<b>PRICE</b>
Failure to Complete Orientation Fee within ninety (90) days	\$100.00
Lockbox Not Removed within Required Timeframe	\$25.00
Failure to Report Missing Device with eKey	\$25.00
Failure to Return Loaner Key within Required Timeframe	\$75.00
Failure to Return Bolt Cutters within Required Timeframe	\$75.00
Unauthorized Sharing of MLS Credentials	\$2,000.00
Violation of Clear Cooperation Policy- First Offense	Letter of Warning
Violation of Clear Cooperation Policy-Second Offense	\$250.00
Violation of Clear Cooperation Policy Third Offense	\$1,000.00
Listing Discrepancy Per Rule Violation- First Offense	Letter of Warning
Listing Discrepancy Per Rule Violation- Second Offense	\$25.00 or attend Listing Input Class
Listing Discrepancy Per Rule Violation- Third Offense	\$250.00
Late Reporting of Status	\$50.00 & \$5.00 per day after the 3 <sup>rd</sup> business day after the status changed

## APPENDIX B—Oregon Data Share Collaboration Rules

### SHARED DATABASE COLLABORATION RULES and REGULATIONS for the Oregon Data Share: Central Oregon Association of REALTORS® MLS (“MLSCO”), Klamath County Association of REALTORS® MLS (“KCAR”), and Southern Oregon Multiple Listing Service (“SOMLS”) (hereinafter referred to collectively as “MLS”)

#### SECTION 1 GENERAL RULES

##### SECTION 1-1

##### LISTINGS SUBJECT TO RULES AND REGULATIONS

Any listing to be submitted to the MLS is subject to these Rules and Regulations upon signature and/or initials of the Participant. Any violation of or failure to comply with these Rules and Regulations may subject the Participant, Subscriber, and/or User to fines, fees, and/or sanctions in accordance with the policies of the Participant’s primary MLS.

##### SECTION 1-2

##### NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS

MLS does not fix, control, recommend, suggest, or maintain commission rates or fees for services rendered by Participants. Further, MLS does not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

MLS does not make a rule requiring the listing broker to disclose the amount of total negotiated commission in the listing contract and MLS does not publish the total negotiated commission on a listing which has been submitted to MLS by a Participant. MLS does not disclose in any way the total commission negotiated between the seller and the listing broker.

##### SECTION 1-3

##### CONFIDENTIALITY OF MLS INFORMATION

Any information provided by MLS to the Participants shall be considered official MLS 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).

In accordance with NAR Multiple Listing Policy Statement 7.85, MLS, collectively and each participating MLS individually, may use MLS data for purposes consistent with the defined purposes of the MLS as defined in NAR policy and the MLS’s data share agreement. Use of listing data by the MLS for purposes other than the defined purposes of the MLS shall require Participants’ consent consistent with NAR policy and the MLS’s data share agreement.

##### SECTION 1-4

##### MLS RESPONSIBILITY FOR ACCURACY AND TIMELINESS OF INFORMATION

MLS 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 MLS, or for any delay in dissemination of such information. Each Participant agrees to hold MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

## **SECTION 1-5**

### **INFORMATION FOR PARTICIPANTS ONLY**

- A. Login I.D.'s and passwords issued to Participants, Subscribers, and Users for the MLS system and the MLS website shall NOT be shared with any customer, client, or other User or non-user of MLS, whether licensed or un-licensed.
  
- B. Any listing submitted to MLS may only be made available to clients or customers in a "client" format, which excludes confidential information only available to authorized Participants, Subscribers, and Users.

## **SECTION 1-6**

### **ACCURACY AND AUDITING OF LISTING CONTENT**

These rules allow Participants, Subscribers, Users, and MLS staff to report inaccuracies in listing information and/or violations of these rules. MLS staff has the authority, but not the duty, to correct the information upon notification to the listing broker and their Participant. The report will be addressed by the primary MLS for the listing broker.

## **SECTION 1-7**

### **COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT**

Any MLS Participant who believes another MLS Participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS Shared Database Advisory Council ("Council") if the complaint involves Participants of different MLSs, or the complaining Participant's primary MLS Board of Directors if the complaint involves Participants of the same MLS. Such notice shall be in writing, specifically identifying the allegedly unauthorized content, and be delivered to the Council or Board of Directors, as appropriate, not more than sixty (60) days after the alleged misuse was first identified. No Participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 1-7 of these Rules and Regulations.

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

If the Council or Board of Directors, as appropriate, determines that the use of the content was unauthorized, the Council or Board of Directors, as appropriate, will issue a request to remove and/or stop the use of the unauthorized content within ten (10) days of transmittal of the request. If the Council has considered the matter and made a determination, then the Council will also refer the matter to the Board of Directors of the Participant's primary MLS for further consideration of violation of the applicable local Rules and Regulations.

If after ten (10) days following transmittal of the Council's or Board of Directors', as appropriate, determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), the complaining party may seek action through a court of law.

## SECTION 1-8

### MLS RULES VIOLATIONS

MLS Participants may not take legal action against another MLS Participant for alleged rule violation(s) unless the complaining Participant has first exhausted the remedies provided by the primary MLS of the Participant accused of a violation.

## SECTION 2

### LISTING PROCEDURES SECTION

## SECTION 2-1

### DEFINITIONS

#### A. Property Types

1. Residential: single family homes, condominiums, townhouses, new construction or homes-to-be-built affixed to the land and which are not personal property.
2. Land: residential lots, rural land, unimproved commercial or industrial, multi-family (zoned), and subdivisions.
3. Residential Income: residential property with more than one dwelling unit attached or detached.
4. Farm: properties with income production from farming or ranching activities.
5. Commercial Sale: property for sale that is zoned or designated for commercial or business use with or without a structure.
6. Commercial Lease: property for lease that is zoned or designated for commercial or business use with or without a structure.
7. Business Opportunity: business opportunities which may or may not include real property.
8. Mobile Home: a titled dwelling in a park or on leased land that is considered personal property and the sale of which does not include any land. For properties listed and sold in this category, the real estate firm is required to hold an Oregon Manufactured Structure Dealer's License to show or sell.

#### B. Residential Subtypes

1. Single Family Residence: single family dwellings (including homes to-be-built). These include detached single family dwellings, single family dwellings with guest unit, or zero lot line dwellings.
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.
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 homeowner's association.
4. Manufactured on Land: single family dwelling that is constructed almost entirely in a factory and is transported to the building site. The sale must include both the structure and the land.
5. Timeshare: 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 may be on a partial ownership, lease, or "right to use" basis, in which the shareholder may hold no claim to ownership of the property.

This may also be referred to as deeded share in some counties.

6. Residential Leased Land: property including a dwelling structure in which there is a permit and/or lease issued for the land usage.
7. Stock Cooperative: single family residence where a corporation owns the entire real property and the buyer does not receive a deed, but a share of stock in the corporation tied to the right to a specific home on the property.

#### C. Land Subtypes

1. Residential Lots: bare land with City or Uniform Construction Code residential zoning, either single or multi-dwelling.
2. Commercial: bare land with commercial zoning.
3. Industrial: bare land with industrial zoning.
4. Agriculture: bare land used for farming or ranching.
5. Rangeland: bare land used for grazing - may or may not have grazing rights.
6. Recreational Only: bare land that may only be utilized for recreational purposes, such as camping and hunting.
7. Investment: bare land that is potentially dividable or already known to be dividable.

#### D. Residential Income Subtypes

1. Duplex: dwelling with two attached units.
2. Triplex: dwelling with three attached units.
3. Quadruplex: dwelling with four attached units.
4. Multi-Family: dwelling with five or more attached units OR detached, multiple single-family dwellings on the same tax lot.

#### E. Farm Subtypes:

1. Agriculture: property deriving income primarily from crop production.
2. Dairy: property deriving income primarily from dairy production.
3. Ranch: property deriving income primarily from livestock.
4. Hobby: property with one or more farming or ranching activities that may or may not derive income.

#### F. Mobile Home Subtypes

1. In-Park: manufactured dwelling in a mobile home or RV park where the dwelling is considered personal property.
2. On Leased Land: manufactured dwelling on leased land where the dwelling is considered personal property.

#### G. Agreement Types

1. The exclusive right-to-sell listing is the conventional form of listing contract in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.
2. The exclusive agency listing contract authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. This type includes limited service listings.



## SECTION 2-2 LISTING PROCEDURES

### A. CLEAR COOPERATION:

Within one (1) business day of marketing a property to the public, the listing Participant must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings required to be submitted per the local MLS rules applicable to the listing and listings exempt from distribution under Section 2-18 of these Rules and Regulations, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.

- B. MLS will accept, **for informational purposes only**, listings for in-park or on-leased-land manufactured structures that are considered to be personal property from Participants who hold a current license/certification as required by the State of Oregon.
- C. Listings of homes not yet built (build-to-suit) will be accepted as long as the listings are so designated and the corresponding fields are completed in the MLS system. If a picture of a model home is included with the listing, the Public Remarks must disclose that the picture is a model only.
- D. In new subdivisions that have tentative plat approval but do not yet have final plat approval, listings of lots or "Build-to-suit" packages will be accepted provided negotiation is legally allowed.
- E. **AUCTION PROPERTIES:** Listings of properties that are being sold at auction may be submitted to the MLS system. The listing broker must include instructions for how to make offers in the Private Remarks and any additional information or instructions should be added to the Private Remarks or attached to the listing. Any applicable fields in the MLS system related to auction properties must also be completed. The selling broker should be entered in the buyer's agent field on the auction website, if applicable.

By submission of the property to the MLS system, the listing Participant is making a unilateral offer of compensation to a cooperating Participant and the property being sold at auction does not relieve the listing Participant of this obligation as outlined in Section 2-6 of these Rules and Regulations.

Auction listings must include the following as the first sentence of the Public Remarks: "Auction: list price is bidding start price and may differ from seller's reserve."

## **SECTION 2-3**

### **LISTING AGREEMENTS**

The listing agreement of a property submitted to MLS by the listing broker shall include a provision expressly granting the listing broker authority to advertise; to file the listing with MLS; to provide timely notice of status changes of the listing to MLS; and to provide sales information including selling price to MLS upon sale of the property. Additionally, the listing agreement shall also include a provision that the seller acknowledges that photos may continue to be displayed in the MLS system and the world wide web after the sale, termination, expiration or withdrawing of the Property. Lastly, the listing agreement shall assure that no listing filed with MLS establishes, directly or indirectly, any contractual relationship between MLS and the client (buyer or seller).

## **SECTION 2-4**

### **PROPERTY DATA FORMS**

- A. All listings submitted to MLS must be on the approved property data form and bear the date and the signature or initials of the Participant, or his/her designated broker, signifying acceptance by the Participant of all responsibility and liability for the information submitted to MLS. No data will be published by MLS without the initials or signature of the Participant or in the event of Participant's absence, the Participant's authorized representative.
- B. Property data forms submitted to MLS shall bear a definite and final termination date as negotiated between the Participant and the seller(s).
- C. All listings submitted to MLS shall be complete in every detail ascertainable. At a minimum, fields on the property data form designated as required fields must be completed with accurate information. Inaccuracies shall be addressed by the Participant's primary MLS per Section 1-8 of these Rules and Regulations.

The requirement for accuracy includes, but is not limited to:

- 1. Address should match county records, unless the county situs address is different than the commonly known address, which should then be noted in the Private Remarks.
- 2. Parcel Number must be exactly as shown in county records. Note: in some counties this is called Tax Account Number, Account Number, or Parcel ID.
- 3. Map pin placement needs to be in the correct location.
- 4. Lot size should match county records and if it doesn't, then explain in Private Remarks.
- 5. Square feet of the dwelling should match county records and if it doesn't, then explain in Private Remarks.
- 6. Timeshare listings are designated with a specific unit number.

## **SECTION 2-5**

### **LIMITED SERVICE LISTINGS**

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

- 1. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);

2. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
  3. advise the seller(s) as to the merits of offers to purchase;
  4. assist the seller(s) in developing, communicating, or presenting counter-offers;
- OR
5. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property;

will be identified by marking Exclusive Agency in the Agreement Type field and noting "Limited Representation" in the Private Remarks, 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.

The listing Participant in these types of listings is still responsible for updating the listing status within the local MLS's required timeframes.

## **SECTION 2-6 COMPENSATION SPECIFIED ON EACH LISTING**

The listing Participant shall specify on each listing submitted to MLS, the compensation offered to other MLS 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.

In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel of the Association of REALTORS® where the listing Participant is primary 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.

In filing a property with MLS, the listing Participant is making blanket unilateral offers of compensation to the other MLS Participants and shall therefore specify on each listing submitted to MLS, the compensation being offered to other MLS 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.

The compensation specified on listings filed with MLS shall appear in one of two forms. The essential and appropriate requirement by MLS 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 MLS

shall be shown in one of the following forms:

1. By showing a percentage of the gross selling price.
2. By showing a definite dollar amount.

NOTE: Compensation specified cannot be zero (0).

The listing Participant retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents or in other agency or non-agency capacities defined by law).

This shall not preclude the listing Participant from offering any MLS Participant compensation other than the compensation indicated on the listings as published by MLS, 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 MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

NOTE: For compensation specifications related to third-party approval listings (i.e. – short sales), see Section 3-3.

## **SECTION 2-7**

### **EXTENSION OF COMPENSATION THROUGH RECIPROCAL DATA SHARING**

The offer of compensation made by the listing Participant, as required under Section 2-6, is further extended on the same terms and conditions to all other Participants of MLSCO, KCAR, and SOMLS as each are a part of the Oregon Data Share. For clarity, the offer of compensation made on a listing filed with MLSCO, KCAR, or SOMLS will extend to all Participants of MLSCO, KCAR, and SOMLS.

## **SECTION 2-8**

### **COMPENSATION TYPES**

- A. Fixed: a fixed percentage of the gross selling price or definite dollar amount.
- B. Tier: a percentage of the gross selling price or definite dollar amount that is tiered at different levels based on selling price. The amount offered for the first tier shall be entered in the Buyer Agency Compensation field and the remaining tiers explained in the Private Remarks. The tiered offer of compensation to a cooperating broker, NOT the total commission, must be outlined in Private Remarks so that the compensation being offered to all Participants in the MLS is clear.

For example, if the sale price is up to A, the offer of compensation is x%; if the sale price is between B and C, the offer of compensation is y%; and if the sale price is D or above, the offer of compensation is z%.

- C. Variable: a dual or variable rate commission is one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing Participant without assistance and a different commission if the sale/lease results through the efforts of a cooperating Participant; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing Participant either with or without the assistance of a cooperating Participant and a different commission if the sale/lease results through the efforts of the seller/landlord.

The listing Participant shall, in response to inquiries from potential cooperating Participants, 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 Participant 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.

## **SECTION 2-9 BONUS LISTINGS**

In accordance with State law, any publication by MLS indicating a bonus to be paid by the seller(s) for the sale of the property must state that the bonus will be paid by the seller to the selling firm, not to the selling licensee, and must clearly state the terms and conditions of the bonus offer.

## **SECTION 2-10 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 MLS' Compilation of current listings, unless the property is subject to auction.
- B. Any change in listing price, or any other change in the listing agreement, shall be made only when authorized in writing by the seller and shall be submitted to MLS after the authorized change is received by the listing Participant.

## **SECTION 2-11 REMARKS**

- A. All listing licensee contact information (including, but not limited to name, phone numbers, email addresses, or internet/website information) and any other third party internet/website information is prohibited from the Public Remarks section of a listing and if found, may be removed by MLS staff.
- 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 the Public Remarks, with the exception of third party links necessary for offer requirements (such as HUD or Homepath). If found, unallowed links may be removed by MLS staff upon notification to the Subscriber or Participant.
- C. Any supplemental contact information for the listing licensee or the seller must be in the Private Remarks section of the listing.

## **SECTION 2-12 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 MLS, that person shall disclose that interest when the listing is submitted to MLS and such information shall be disseminated to all MLS Participants.

## SECTION 2-13

### 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 recognizable real estate signage – including logos, company name or colors, or contact information. Pictures shall not include any direct or indirect branding or any personal or company advertising. Pictures including hand drawn sketches, text, real estate signage, or branding are subject to removal.
- B. Pictures displaying signs of businesses and/or the commercial real estate that is for sale or lease may appear on listings in the Commercial or Business Opportunity categories. Builder signs are permissible provided that the sign itself is not the primary subject matter of the picture and all contact information, including phone numbers and websites, are obscured.
- C. Participants and/or Subscribers must submit at least one picture for each listing, unless expressly directed by the Seller that photographs of their property may not appear in MLS Compilations. In such instances, MLS will provide a generic "Seller Does Not Authorize Photos" image to be submitted. Pictures must be submitted in an acceptable format, as required by the MLS system in use.
- D. Pictures, videos, virtual tours, and other similar media are subject to copyright law. Prior to any submission or any use of such media Participants, Subscribers, and other Users must obtain express written permission from the copyright holder or owner (e.g. a license agreement). Participants, Subscribers, and other Users are prohibited from copying media from listings, including previous or expired listings, without the express written permission of the owner of the rights of the specific media.
- E. 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 broker or Participant to be contacted in any way. These prohibitions apply only to virtual tours uploaded to the MLS system and do not apply to tours displayed on a member's personal or company website for their own listings.

DEFINITION: "Branding" is text, images, audio, or hyperlinks contained in the virtual tour or in the frame around the virtual tour advertising a real estate licensee, a real estate company, or real estate services.

## SECTION 2-14

### 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 agreement and the property data forms. When part of a listed property has been sold, proper notification must be given to MLS per Section 3 of these Rules and Regulations.

## SECTION 2-15 CO-OP LISTINGS

When properties are jointly listed with more than one MLS Participant, that fact must be disclosed in the appropriate section of the property data form.

Active listings of non-Participants may not be displayed in the MLS database. Listings of non-Participants where the listing is co-listed with an MLS Participant may only be submitted to the MLS database if the MLS Participant is named in the listing agreement as an agent of the seller.

## SECTION 2-16 DUAL LISTINGS

A listing is not permitted to be entered into multiple property types and/or subtypes within the MLS, with the exception of the following:

1. Commercial Sale and Commercial Lease property types if the subject property is both for sale and for lease.
2. Instances where a seller with two or more properties for sale, with separate Parcel ID numbers, is willing to sell both properties together or individually.
3. Instances where a subject property has mixed use capability may be entered in residential or residential income (whichever applies) for one category and in commercial sale or business opportunity (whichever applies) for the second category. An example of this exception is where zoning allows for a single-family residence or office space.
4. Instances where a subject property could be utilized as either a single-family residence with acreage or a farm or ranch may be entered in both Residential and Farm.

If you are entering dual listings under one of the above scenarios, the listings must include ALL required fields and you must link the listings together\*\* (referred to as parent/child in the current MLS system). For exceptions 3 and 4 above, once an offer is accepted the listing that best matches the buyer's intent for the property, if known, shall be the one changed to pending and then closed.

Failing to link the listings together, entering a dual listing that does not meet one of the above noted exceptions, OR reporting more than one listing of the same property as pending and/or closed\*\* may incur a fine in accordance with the Participant's primary MLS' rules and policies.

\*\*When a linked listing is changed to pending, the MLS system will automatically change the other linked listing to withdrawn. When a linked listing is changed to closed, the MLS system will automatically change the other linked listing to canceled. Linking the listings together will help prevent potential rule violations when changing statuses later and ensure accurate statistics.

## SECTION 2-17 OFFICE EXCLUSIVES

If the seller withholds consent for the listing to be disseminated by MLS, the Participant may then take an "Office Exclusive" Listing and said listing shall not be disseminated to Participants. The seller must complete a written form certifying that he/she does not desire the listing to be disseminated by the MLS, that he/she understands the potential ramifications

of not submitting the listing to the MLS, and that he/she is excluding the listing from the MLS entirely by his/her choice. The completed certification must be submitted to the Participant's primary MLS upon request.

If the seller later decides to have the listing disseminated, the listing shall be submitted to MLS within the local MLS's required timeframe or within one (1) business day of marketing occurring as outlined in Section 2-2, part A, whichever is sooner. Making the listing available to clients of other licensees within the listing Participant's firm does not constitute marketing under Section 2-2, part A.

## **SECTION 2-18**

### **EXEMPTIONS, CONTINGENCIES, AND CONDITIONS**

- A. 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 Private Remarks. Participants will be notified of excluded prospects by the term "Excluded prospects, call listing broker" in the Private Remarks. Exclusive Agency, if applicable, will be noted in the Agreement Type field in the MLS and explained in the Private Remarks.
- B. Any contingencies of any term in a listing shall be specified and noticed to the Participants in the Private Remarks. If confidential, the listing Participant may enter "Contingency, call listing broker for details."
- 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 Private Remarks section of the listing.

## **SECTION 2-19**

### **CANCELATION OR WITHDRAWAL OF A LISTING PRIOR TO EXPIRATION**

If requested by the seller, listed property may be withdrawn in the MLS upon execution of an MLS Change Form. Upon withdrawing a listing at the request of the seller, MLS will notify the Listing Participant. A seller does not have the unilateral right to require MLS to change the status of a listing without the listing Participant's concurrence. However, if a Participant reasonably fails to act and a seller can document that the exclusive relationship with the listing Participant has been terminated, MLS may cancel the listing at the request of the seller.

## **SECTION 2-20**

### **EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS**

Listings submitted to MLS 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 60-days following the date, notice is submitted to the MLS system that the listing has been extended or renewed. If the listing is renewed within sixty (60) days of the natural expiration date, the Participant has the option of renewing the existing listing or entering it as a new listing. If a listing is canceled or withdrawn prior to the natural expiration date, it may not be entered as a new listing until it has been off the market for at least sixty (60) days. If the listing is renewed more than sixty (60) days after the expiration, the Participant may enter it as a new listing. However, no person may take any action that would have the effect of misleading the public as to the number of days a property has been on the market, including, but not limited to, terminating a listing early for the purpose of re-entering the property as a new



listing.

### SECTION 3 REPORTING PROCEDURES

#### SECTION 3-1 STATUS DEFINITIONS

- A. Active: a listing that is not subject to a previously accepted offer to purchase.
- B. Active w/Contingency: a listing with an accepted offer to purchase which includes a contingency allowing the first buyer to be bumped by a subsequent buyer and which meets the requirements outlined in Section 3-5 of these Rules and Regulations.
- C. Active Short Sale: a listing with an accepted offer that requires third-party approval and the third-party has either authorized the seller to accept additional offers that are not in a back-up position and all accepted offers will be promptly submitted to the third party for approval OR is accepting 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 first position. When this status is used, the Private Remarks must include an explanation of which of the two previously noted scenarios applies to the listing.
- D. Coming Soon: a listing that is available for MLS Participants and Subscribers, but that is not ready for widespread marketing. See Section 3-4 of these Rules and Regulations for additional information about and requirements of this status.
- E. Pending: 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.
- F. Closed: 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.
- G. Expired: a listing in which the listing agreement between the seller and the listing Participant has naturally expired.
- H. Canceled: a listing in which the listing agreement between the seller and the listing Participant has been canceled prior to the natural expiration.
- I. Withdrawn: a listing in which the listing agreement between the seller and the listing Participant has not expired or been canceled, but the seller does not want the property marketed through MLS for a period of time.
- J. 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.

#### SECTION 3-2 CHANGES

Changes to the listing information shall be submitted to MLS within the local MLS's required timeframe.

## SECTION 3-3

### THIRD PARTY APPROVAL LISTINGS

- A. DEFINITION: "third party approval" 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.
- B. QUALIFICATION: A third party approval listing must include the following two features:
1. The seller does not have the authority to close a sale without the approval of a third party;
  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.
- C. REPORTING:
1. The listing broker must disclose potential third party approval listings when reasonably known and must designate them as such in the required Special Listing Conditions field in the MLS system.
  2. After the seller's acceptance of an offer, a third party approval listing must be made Pending or Active Short Sale, subject to the requirements of Section 3-1, part C.
  3. Upon the third party's approval of an offer in a multiple offer scenario or upon the third party no longer soliciting back-up offers, the listing shall be changed to Pending within the local MLS's required timeframe.
- 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.

NOTE: The language in the Private 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 Private Remarks shall be the following:

*If the third party requires a commission reduction, that reduction shall be apportioned \_\_\_\_\_ to the Cooperating Participant and \_\_\_\_\_ to the Listing Participant.*

## SECTION 3-4

### COMING SOON

- A. Coming Soon is an optional status that may be used upon seller's authorization and seller can authorize whether or not they want showings during the Coming Soon period with such authorization noted in the Private Remarks. A listing may not be in

Coming Soon status for more than thirty (30) days and will automatically switch to Active after thirty (30) days or on the Projected Active Date noted in the MLS (Marketing Date on the MLS Listing Agreement), whichever is sooner. Listings in Coming Soon status will not be available for the client portals or included in any licensed data uses outside of the MLS. Days on Market do not accrue while in this status. Submitting a listing to the MLS in Coming Soon status, whether showings are allowed or not, meets the requirements of Section 2-2, part E.

NOTE: If the seller prohibits showings, offers from cooperating brokers may still be made and must be presented to the seller.

*(Revised and Adopted 06/03/2022)*

- B. All required fields must be completed for Coming Soon status, including submission of at least one (1) photo. As a listing in this status is not transmitted outside of the MLS as noted in part A above, a listing broker entering a Coming Soon listing may either upload one or more property photos or may temporarily use the MLS provided "Photos Coming Soon" jpeg. If utilizing the latter, property photos are required to be uploaded prior to the listing becoming Active.
- C. For new construction and properties undergoing renovations prior to being sold, the listing broker may enter \$1 in the listing price while in the Coming Soon status and explain the listing price delay in the Private Remarks. The actual listing price must be entered prior to the listing becoming Active. NOTE: If the listing price is updated within 24 hours of the listing changing to Active, it will appear as both a New Listing and a Price Change on the Hot Sheet. Additionally, if the User has customized the timeframe on the Hot Sheet with a longer time period (can be up to 1 week), the listing could still appear in both sections.
- D. A listing may not be in Coming Soon for more than thirty (30) days. In the event, a listing requires more time before being made Active, the listing must be changed to Withdrawn.

## **SECTION 3-5**

### **SALE CONTINGENCIES**

- A. If there is a listing with a written accepted offer AND the seller wishes to have the listing remain active in MLS, the offer must have a contingency-release clause that could cause the offer to be terminated and the listing Participant may change the status to Active w/Contingency. A brief explanation of what the contingency is must be included in the Private Remarks section of the listing. This rule excludes listings that meet the criteria of Section 3-3 of these Rules and Regulations, in which case reporting of said listing follows the requirements outlined in Part C of Section 3-3 of these Rules and Regulations.
- B. If there is a listing with a written accepted offer and the offer has a contingency-release clause, BUT the seller does not wish to continue to market the property, the listing shall be changed to pending in MLS.
- C. 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 the time set by the local MLS, the listing shall be changed to pending in MLS.

- D. **Removal of Contingencies:** In the event that a contingency is fulfilled or cancelled, the Participant shall report to MLS, removing the words from the remarks and, if applicable, changing the status of the listing.

### **SECTION 3-6 PENDING SALES**

- A. Pending sales shall be reported to MLS by the listing Participant except as allowed in Sections 3-3 and 3-5 of these Rules and Regulations.
- B. If negotiations were carried out under the parameters of Section 7-3 of these Rules and Regulations, the cooperating Participant shall report the accepted offer to the listing Participant and the listing Participant shall report it to MLS after receiving notice from the cooperating broker.

### **SECTION 3-7 TERMINATION OF A PENDING SALE**

The Listing Participant shall report to MLS any pending sale that has fallen through and the status of the listing shall be adjusted accordingly.

### **SECTION 3-8 CLOSED SALES**

- A. Closed sales must be reported by the listing Participant after closing. The "Closing Date" reported shall be the date on which interest in the property was transferred and the selling price shall be the same as recorded with the County.
- B. In the event the listing Participant does not report a closed sale in a timely manner as set by the local MLS, the Selling Participant may submit notice of the change of status to MLS along with adequate public record documentation.
- C. Closed sales of properties in which an MLS Participant or Subscriber represents one of the parties and a real estate licensee who is not an MLS Participant or Subscriber represents the other party OR there is no real estate licensee representation for the other party, shall be accepted into the MLS system by entering "nonmember" into the Listing Member field as the listing agent or selling agent, whichever is applicable, and provided that adequate property information is provided.

### **SECTION 3-9 COMP ONLY**

- A. **DEFINITION:**  
Comp Only is a property in which a listing agreement/contract was not Active in MLS, but an MLS Participant or Subscriber was the agent for the buyer or seller and received compensation. Submission of Comp Only listings requires the authorization of the party that the MLS Participant or Subscriber represented in the transaction.
- B. To submit a Comp Only to MLS, all required fields of a property data form must be accurately completed and appropriate closing information entered with at least one

(1) photo uploaded.

- C. The following statement must be entered into the Private Remarks section on each Comp Only: *"Comp Only - this information is for statistical purposes only."*
- D. If the Comp Only is to be input by MLS staff, the property data form must be clearly marked "Comp Only" across the top of each page.
- E. ONE PARTY LISTING/OFFICE EXCLUSIVE LISTING:  
Office Exclusive Listings withheld from MLS for the entire length of the listing (per Section 2-18) and One Party Listings may be reported as a Comp Only upon close of sale.

## **SECTION 4**

### **ADVERTISING & INTERNET**

#### **SECTION 4-1**

##### **ADVERTISING OF LISTINGS SUBMITTED TO MLS**

Advertising of any listing by an MLS Participant or Subscriber, other than the listing Participant, is permissible **only** with the written consent of the listing Participant or as outlined in Section 4-3 or 4-4.

#### **SECTION 4-2**

##### **DATA FEED ACCESS**

A Participant may, upon execution of the approved access agreement, obtain information via a data feed directly from the MLS system via means available through the MLS system in use as long as:

1. 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.
2. The data is utilized solely for the benefit of the Participant and their Subscribers.
3. 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 MLS data.

Access to data feeds will **ONLY** be allowed for Participants in good standing or vendors approved by the MLS to provide technology services to all MLS Participants and Subscribers or individually MLSCO, KCAR, and/or SOMLS to provide technology services to its individual Participants and Subscribers. The data access will only include such fields of data as approved by MLS for the access agreement executed.

#### **SECTION 4-3**

##### **BROKER RECIPROCITY ("IDX")**

- A. IDX Defined: IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing.
- B. Authorization: Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or

on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

Participants participating in IDX will be responsible for marking the appropriate field in the MLS system for those listings where the seller has opted out of Internet or other electronic advertising as indicated in the Listing Agreement.

- C. Participation: Participation in IDX is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants.
- D. Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.
- E. Participants can obtain listings for IDX display in one of three ways:
  - 1. Frame the IDX data available in the MLS system;
  - 2. Use an approved vendor who is receiving IDX data from the MLS; OR
  - 3. Execute a data license agreement subject to vendor and usage approval by MLS staff. The data will include the raw data of listings of Participants who have not "opted-out" and where "Internet" was checked "yes".

A Subscriber may, with their Participant's authorization and under the Participant's control and/or supervision, obtain IDX listings for the Subscriber's display utilizing either of the first two options above. If a Subscriber desires to utilize a vendor other than one already approved by the MLS, the Participant has to execute the data license agreement, and retain full control and/or supervision of the Subscriber's display.

- F. MLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines.
- G. Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs), or other forms of electronic display or distribution.
- H. Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell, or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each Participant.

- I. Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.
- J. Except as provided in the IDX policy and these rules, an IDX site or a Participant or User operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.
- K. 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.
- L. Any IDX display controlled by a Participant or, where permitted locally, an MLS Subscriber that a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings; or b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing; either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 12, 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.
- M. Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.
- N. An MLS Participant or, where permitted locally, an MLS Subscriber may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.
- O. Participants shall not modify or manipulate information relating to other Participants' listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement

does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

- P. 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.\*

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

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

- R. Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own Web sites subject to their Participant’s consent and control and the requirements of state law and/or regulation.

- S. All listings displayed pursuant to IDX shall show the MLS as the source of the information.\*\*

- T. Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability.\*\*

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

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



*\*\*For sections S-U: The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application.*

- V. The right to display other Participants’ listings pursuant to IDX shall be limited to a Participant’s office(s) holding participatory rights in this MLS.
- W. Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS.
- X. Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.
- Y. 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.

## **SECTION 4-4**

### **VIRTUAL OFFICE WEBSITE (VOW)**

#### **A. VOW Defined**

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

4. As used in the VOW section of these rules, the term "MLS listing information" refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

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.
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).
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.

C. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the Participant must take each of the following steps.

1. 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.
2. The Participant must obtain the name of and a valid e-mail address for each Registrant. The Participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in section 6 below). The Participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
3. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any e-mail address is associated with only one user name and password.

- D. The Participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The Participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The Participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- E. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- F. 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:
  - 1. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant.
  - 2. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use.
  - 3. 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.
  - 4. 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.
  - 5. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database.
- G. 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.
- H. The terms of use agreement shall also expressly authorize the MLS and other MLS Participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.
- I. 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.

- J. A Participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.
- K. A Participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- L. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

**Seller Opt-out Form**

1. Check one.

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

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

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

\_\_\_\_\_  
Initials of Seller

- M. The Participant shall retain such documents noted in part L for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.
- N. Subject to part O below, a Participant's VOW may allow third-parties:
  - 1. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings;  
AND/OR
  - 2. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- O. Notwithstanding the foregoing, at the request of a seller, the Participant shall disable or discontinue either or both of those features described in part N as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to part P, 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.

- P. A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within forty-eight (48) hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.
- Q. A Participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.
- R. Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS®, VOW policy, or in any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity.
- S. 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.
- 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®.
- U. A Participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.
- V. 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.
- W. A Participant's VOW may not make available for search by or display to Registrants any of the following information:
  - 1. expired and withdrawn listings.
  - 2. the compensation offered to other MLS Participants.
  - 3. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency.
  - 4. the seller's and occupant's name(s), phone number(s), or e-mail address(es).
  - 5. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

- X. A Participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS listing information with additional information not otherwise prohibited by these rules or by other applicable MLS rules or policies, as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.
- Y. A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable, but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.
- Z. A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.
- AA. A Participant shall require that Registrants' passwords be reconfirmed or changed every ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.
- BB. 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.
- CC. A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.
- DD. A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.
- EE. Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.
- FF. Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours.

## **SECTION 4-5**

### **AVPs AND THIRD PARTY VENDORS**

#### **A. DEFINITION:**

An Affiliated VOW Partner (“AVP”) is as defined in part 3 of Section 5-4, part 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 data access 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.

#### **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:**

1. use, display, access, distribute, transfer, alter, or modify the MLS Compilation (as defined in Section 6-1 of these Rules and Regulations), or otherwise create any derivative works of the MLS Compilation,
2. download, distribute, export, deliver, or transmit any of the MLS Compilation, to any computer or other electronic device, except for the service being provided to the Participant, or
3. sell, grant access to, or sublicense the MLS Compilation, or any portion of the MLS Compilation, to any third party.

#### **C. The AVP or Third Party Vendor shall take all reasonable steps necessary to protect the MLS Compilation from unauthorized access, distribution, copying or use.**

#### **D. The execution of the approved access agreement shall in no way grant the AVP or Third Party Vendor participation rights in MLS and access by AVP or Third Party Vendor to the MLS Compilation is strictly derivative of the rights of Participant.**

## **SECTION 5** **COMPILATIONS**

### **SECTION 5-1**

#### **DEFINITION**

The term MLS Compilation, as used in these Rules and Regulations, shall be construed to include all aggregated and shared data in the MLS system and any format in which property listing data of MLS Participants is collected and disseminated to the Participants, including, but not limited to, bound book, loose leaf binder, computer data base, card file, or any other format whatsoever.

### **SECTION 5-2**

#### **OWNERSHIP AND COPYRIGHT**

MLSCO, KCAR, and SOMLS, each participating in the shared database and Oregon Data Share, each respectively retain all rights, title, and interest in their portion of each copy of every MLS Compilation created by the MLS.

### **SECTION 5-3**

#### **LIMITATIONS**

Information from MLS Compilations of current listing information, from statistical reports, and

from any sold or comparable report of MLS may be used by MLS 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).

Use of information developed by or published by MLS, 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 MLS. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by MLS where access to such information is prohibited by law.

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

NOTE: This representation is based in whole or in part on information supplied and copyrighted by the Oregon Data Share (KCAR/MLSCO/SOMLS) for the period of (date) through (date).

#### **SECTION 5-4 DISPLAY**

- A. Certified or Licensed Appraisers who are MLS Participants or Subscribers shall be permitted to display the MLS Compilation to the parties essential to completion of a transaction and only in conjunction with their ordinary business activities.
- B. All other categories of Participants and those real estate licensee Subscribers affiliated with said Participants shall be permitted to display the MLS Compilation to prospective purchasers or sellers only in conjunction with their ordinary business activities.

#### **SECTION 5-5 REPRODUCTION**

- A. Certified or Licensed Appraisers who are MLS Participants or Subscribers shall be permitted to reproduce the applicable portions of the MLS Compilation to the parties essential to completion of a transaction and only in conjunction with their ordinary business activities.
- B. All other categories of Participants and those real estate licensee Subscribers affiliated with said Participants shall not reproduce any MLS Compilation or any portion thereof EXCEPT in the following limited circumstance: Participants or their affiliated real estate licensee Subscribers may reproduce from an MLS Compilation, and distribute to prospective purchasers, a reasonable<sup>1</sup> number of single copies of property listing data contained in an MLS 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. These reproductions are to be in the "client" format only and shall not contain information intended only for other MLS Participants and Subscribers ("agent" format).

<sup>1</sup>It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable" as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective 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 MLS 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.

- 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 MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those 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.
- D. None of the foregoing shall be construed to prevent any individual legitimately in possession of "current", "sold", "comparable", or "statistical" information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to Participants for real estate brokerage purposes must also be available to Participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of 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.

## **SECTION 5-6 DISTRIBUTION**

The Participant shall at all times maintain control over and responsibility for any MLS Compilation and shall not distribute any copies to persons other than Subscribers who are

affiliated with such Participants as licensees, those individuals who are licensed and/or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other Subscribers as authorized pursuant to the governing documents of MLS. Use of information developed by or published by MLS 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 MLS where access to such information is prohibited by law.

## **SECTION 5-7**

### **ACCESS TO COMPILATIONS**

Each Participant shall be entitled to access to a sufficient number of copies of each MLS Compilation to provide the Participant and each Subscriber affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of said Compilation. The Participant shall pay the fee(s) set by the Participant's primary MLS for each copy.

Participants and their affiliated Subscribers shall acquire by such access only the right to use the MLS Compilation in accordance with these rules.

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

## **SECTION 6**

### **SHOWING AND SELLING**

#### **SECTION 6-1**

##### **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 must also disclose whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

#### **SECTION 6-2**

##### **AVAILABILITY OF LISTED PROPERTY**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

#### **SECTION 6-3**

##### **SHOWING AND SELLING**

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

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

**SECTION 6-4  
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.

**SECTION 6-5  
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.

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.

**SECTION 6-6  
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.

**SECTION 6-7  
RIGHT OF COOPERATING PARTICIPANT IN PRESENTATION OF OFFER**

The cooperating Participant (subagent or buyer agent) or their representative have the right to participate in the presentation to the seller or lessor of any offer they secure to purchase or lease. They do 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.

Where the cooperating Participant or their representative is not present during the presentation of the offer, the cooperating Participant can request, in writing, and the listing Participant must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

**SECTION 6-8  
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.

## SECTION 7 RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

### SECTION 7-1

#### USE OF TERM "MLS" PROHIBITED

No MLS 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 MLS database, or that consumers or others are able to search the MLS 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.

### SECTION 7-2

#### "FOR SALE" SIGNS

Only the "For Sale" sign(s) of the listing Participant may be placed on a property.

### SECTION 7-3

#### "SOLD" SIGNS

Prior to closing, only the "Pending" or "Sold" sign of the listing Participant may be placed on a property unless the listing Participant and the seller authorizes the cooperating (selling) Participant to post such a sign. After closing, only signage authorized by the new owner may be placed, or remain, on the property.

### SECTION 7-4

#### SOLICITATION OF A LISTING

Participants shall not solicit a listing on property submitted to MLS 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.

## SECTION 8 AMENDMENTS

### SECTION 8-1

#### CHANGES IN RULES AND REGULATIONS

The Rules and Regulations may be amended by the Shared Database Advisory Council and subsequent adoption by the Boards of Directors of each of the participating Associations or Multiple Listing Services.