

***REALTORS® Association of  
Citrus County, Inc.***

***MLS POLICIES & PROCEDURES***

***Approved by Board of Directors  
REALTORS® Association of Citrus County November 2018***

**REALTORS® Association of Citrus County, Inc.**

**MLS POLICIES & PROCEDURES**

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**REALTORS® ASSOCIATION OF CITRUS COUNTY, INC**  
**MLS POLICIES & PROCEDURES**

The REALTORS® ASSOCIATION OF CITRUS COUNTY, INC., SHALL MAINTAIN for the use of its members an MLS, which shall be subject to the bylaws of the Board of REALTORS® and such rules and regulations as may be hereinafter adopted.

**Purpose:** A Multiple Listing Service (MLS) is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as buyer agents, or in other agency or non-agency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale/rental (or lease). (Amended 03/12)

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

A nonmember applicant for MLS participation who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to the Membership Committee that he has no record of recent or pending bankruptcy; has no record of official sanctions involving unprofessional conduct; agrees to complete a course of instruction (if any) covering the MLS rules and regulations and computer training related to MLS information entry and retrieval, and shall pass such reasonable and non-discriminatory written examination thereon as may be required by the MLS; and shall agree that if elected as a Participant, he will abide by such rules and regulations and pay the MLS fees and dues, including the nonmember differential (if any), as from time to time established. Under no circumstances is any individual or firm entitled to MLS participation or membership unless they hold a current, valid real estate broker's license and offer and accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by a Board MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by a Board MLS where access to such information is prohibited by law. (Amended 11/96)

**Note:** Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant who operates a real estate business on a part-time, seasonal, or similarly time-limited basis or who has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions

despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

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

**Supervision:** The activity shall be operated under the supervision of the MLS Committee in accordance with the rules and regulations, subject to the approval of the Board of Directors of the REALTORS® Association of Citrus County, Inc.

**Appointment of Committee:** The President shall appoint, subject to the confirmation of the Board of Directors, an MLS Committee of (7) seven REALTOR® members. All members of the Committee shall be Participants in the MLS except, at the option of the local Board/Association REALTORS® affiliated with Participants may be appointed to serve in such number as determined by the local Board/Association. The Committee members so named shall serve three-year staggered terms. The President shall select its Chairperson from the member thereof. (Revised 05/12)

**Vacancies:** Vacancies in unexpired terms shall be filled as in the case of original appointees.

**Attendance:** Any Committee member who fails to attend three (3) consecutive regular or special meetings of the Committee, without excuse acceptable to the Chairperson of the Committee, shall be deemed to have resigned from the Committee and the vacancy shall be filled as herein provided for original appointees.

**Subscribers: Subscribers (or users) of the MLS** include non-principal brokers, sales associates, and licensed and certified appraisers affiliated with Participants. (Optional provision: Subscribers also include affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers who are under the direct supervision of an MLS Participant or the Participant’s licensed designee.) (Adopted 4/92)

## Listing Procedures

**Section 1 - Listing Procedures:** Listings of real or personal property of the following types, which are listed subject to a real estate broker’s license, and are located within the territorial jurisdiction of the MLS, and are taken by Participants on listing agreements shall be delivered to the MLS within 5 working days after all necessary signatures of seller(s) have been obtained: See Notes 1 and 2.

(Amended 02/12 and 09/18)

- Residential
- Vacant Land
- Commercial
- Multi-Family
- Business Opportunity
- Rental

(Amended 09/18)

**Note 1:** The MLS shall not require a Participant to submit listings on an entry form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the MLS, although a property data form may be required as approved by the MLS. However, the MLS, through its legal counsel:

- May reserve the right to refuse to accept a listing form, which fails to adequately protect the interests of the public and the Participants
- Assure that no listing form submitted to the MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer, seller or owner)

The MLS shall accept exclusive right to sell listing contracts, exclusive agency listing contracts, and exclusive property management agreements and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the MLS acting as transaction agents, single agents, buyer agents or non/representation brokers.)

The listing agreement must include the seller's written authorization to submit the agreement to the MLS.

The different types of listing agreements include:

- (a) Exclusive Brokerage
- (b) Exclusive Right- To- Sell
- (c) Limited Service Agreement
- (d) Contract to Lease (Amended 09/18)

The MLS may not accept net listings (An agreement by an owner giving a broker the right to sell real property. The owner specifies a required amount from the sale and the broker's compensation is any amount over the net amount. In Florida, the broker may keep only an amount equal to a customary commission) because they are deemed unethical and, in most states, illegal. Open listings (A nonexclusive agreement in which a seller agrees to compensate a broker if the broker procures a sale of the property but reserves the right to sell the property directly without paying a commission) are not accepted.

The exclusive right-to- sell listing is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive brokerage listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive brokerage listings, exclusive right to sell listings, and limited service listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to- sell listings with no named prospects exempted, since they can present risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive brokerage and exclusive right- to- sell listings with prospect reservations.

- **Listings with Named Prospects Exempted** – Exclusive Right of Sale Listings, Exclusive Agency and Limited Service Agreements, with named prospects exempted must be clearly distinguished by indication "Exclusion" on the MLS Listing Input (10/18)

The contract to lease agreement is the form of listing submitted to the MLS in that the property owner authorizes the Listing Broker to cooperate and to compensate other brokers. (Amended 03/12 and 09/18)

**Note 2:** An MLS does not regulate the type of listings its members may take. This does not mean that an MLS must accept every type of listing. The MLS shall decline to accept open listings and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the MLS.

**Note 3:** An MLS may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Note: Our MLS does not accept listings without a listed price.) (Amended 09/18)

**Section 1.1 – Listings Subject to Rules and Regulations of the MLS:**

Any listing submitted to the MLS is subject to the rules and regulations of the MLS upon signature of the seller(s).

MLS can request documentation of listing agreement(s). (Amended 09/18)

**Section 1.2 - Detail on Listings Submitted to the MLS:**

A listing agreement or property data form, when submitted to the MLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form with a photo of the listed property for all property types. Only one listing per property address and/or alternate key, excluding rentals. Amended (2/12,10/18)

**Section 1.2.1 – Photos & Virtually Staged Photos (Amended 10/2018):**

**Photos-**

- A.** At least one front exterior photo or rendering, aerial photo, plat map, or water view from the property (unit) must be loaded. The first photo (Primary slot) must be a photo of or from the subject property.
  - a. The sellers' have the ability to withhold photographs from the MLS after written authorization is provided to the listing Broker/Agent and then supplied to the RACCMLS administration department. A logo will be added when written authorization is received that states "Photo not available per seller's direction".
  
- B.** Photographs, images, virtual tours and/or renderings submitted by a Participant or Subscriber shall not be copied by other Participants or Subscribers for use in a subsequent listing of the same property without first obtaining a proper license from the owner of such photographs, virtual tour or renderings. Images not licensed or purchased by the listing broker/agent will result in an automatic fine as outlined in Addendum A - Section D.
  
- C.** Front exterior photos must show a majority of the total home/building and the broker's yard signage may not be visible in the photo/image. The penalty for non-compliance is outlined in Addendum A – Section C.
  
- D.** Photos, images or virtual tours may not contain company or agent logos, agent photos, commissions, bonuses, contact information for the agent or office, text, or graphics of any kind (with the exception of the RACCMLS watermark & locale/business identifiers) in the virtual tour or photo sections. Only photographs, site plot, property sketch, property line art, locale/business identifiers or survey of the property can be entered in the virtual tour and all photo fields. All content including remarks, virtual tour photos and images must be owned, purchased or licensed by the listing broker/agent, from the content owner. Third-party virtual tour vendor's contact information (non-interactive) is the only contact information allowed on Virtual Tours. The virtual tour link must be a valid URL and may not contain any Participant/Subscriber names or links to any third-party business or social networking sites. The penalty for non-compliance is outlined in Addendum A – Section C.
  
- E.** Upon RACCMLS receipt of a Digital Millennium Copyright Act (DMCA) takedown notice for a violation on a website URL that is owned by an MLS Participant/Subscriber, MLS staff has the authority to remove the alleged infringing material outlined in the takedown notice from the MLS Listing Content within 2 days excluding weekends and federally recognized Holidays. The listing agent and listing broker will be notified via the email address on file. The penalty for uploading content that causes another Participant/Subscriber to receive a DMCA takedown notification is contained within Addendum A – Section F.

### **Virtually Staged Photos-**

Virtual Staging shall only be used for the interior of an existing structure. Virtual Staging shall not be used for Under Construction properties.

Disclosure of virtually-staged photo(s) is required in the specified field, namely the photo description entry field by adding the words “Virtually staged” **and** by checking the virtually staged field. Additionally, the first words of the public remarks must read “One or more photo(s) was virtually staged.”. Photos must always present a “True Picture” of the property. (Amended 10/18)

#### **Section 1.2.2 - Permitted Uses of Virtual Staging in the Service:**

- a) Modifying photo(s)/rendering(s) to include personal property items not conveyed with the real property is permitted. Permitted personal property modifications include but are not limited to: applying digital photos of furniture, mirrors, artwork, plants, etc. into a photo of a room.
- b) Removing existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc. (Amended 10/18)

#### **Section 1.2.3 - Prohibited Uses of Virtual Staging in the Service:**

- a) No photos of the exterior of the property shall be virtually staged.
- b) No permanent fixtures of the interior shall be removed, altered or added.
- c) Modifying photo(s)/rendering(s) to include visual elements not within a property owner’s control is strictly prohibited. (example: editing in a view of the gulf/ocean, and/or popular landmarks that are not physically possible from the specified location in the real world.)
- d) Modifying photo(s)/rendering(s) to exclude negative visual elements is strictly prohibited. (example: holes in the wall, exposed wiring, damaged flooring, etc.)
- e) No branding is permitted. The use of people or persons and/or words on any property photograph submitted to the Service is strictly prohibited.
- f) Modifying photo(s) / rendering(s) to distort the dimensions of a room or space is strictly prohibited. (example: placing small furniture to make a room appear larger than it actually is.)

Failure to comply with Virtual Staging Rules and Regulations shall result in the Virtual Staged photos being removed from the service, and an automatic fine as outlined in Addendum ‘A’: MLS Compliance with Rules.

**Definition:** Virtual Staging is defined as using a photo editing software to create a photo or conceptual rendering of what the interior room(s)and/or interior of the property could look like, if it was staged or lived in. (Amended 10/18)

#### **Section 1.2.1 - Limited Service Listings:**

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

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- (c) advise the seller(s) as to the merits of offers to purchase;
- (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g. “LR” or “LS”) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating

brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. (Adopted 05/01)

**Section 1.2.2 - Do Not Disturb/No Access Listings:**

All listings that do not permit showings or access to the property, i.e.; No inspections, No Trespassing, No Entry, Do Not Disturb, etc., shall disclose all specific restrictions by seller in Public Remarks as well as in Agent Remarks to achieve full disclosure to public. (Amended 10/11 and 09/18)

**Section 1.2.3 – One Time Listing:**

A participant/subscriber who is a Florida Realtor® and holds MLS membership may pay a one-time listing fee in such an amount set annually by the Board of Directors with proper application.

Neither the Subscriber nor Participant will have any MLS access as a result of this type of listing.

**Section 1.2.4 – Permit:**

In order to be listed in the Residential/Commercial Section of the MLS any property not yet supplied with a certificate of occupancy must have a county construction permit. This permit number must be in the agent comments. (Amended 09/18)

Section 1.2.5 – Sold Data / Entry Only: These entries are optional; however, Participants must adhere to the following guidelines.

1. The listing cannot be uploaded until the transaction has closed.
2. Sales must be loaded within 30 days of the closing date.
3. Must upload at least 1 front exterior photo.

Builder Sale: is defined as a sale between a Buyer/Land Owner and a Builder/Contractor. There is a contract between the 2 for a specific amount to build the home upon the land already owned. The sales price amount can include upgrades made to the home but shall NOT include the sold price of the parcel. (Amended 09/18)

Off Market: An off-market sale is a term used to define a property that has already been sold, without being advertised in RACC MLS. Agent entering data must have participated in the sale.

Examples — closed in another MLS, assisted Seller or Buyer in unadvertised sale.  
(Amended 09/18)

**Section 1.3 - Exempted Listings:**

If the seller refuses to permit the listing to be disseminated by the MLS, the Participant may then take the listing (“office exclusive”) and such listing shall be filed, upon request, with the MLS but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the MLS.

**Section 1.4 - Change of Status of Listing:**

Any change in listed price or other change in the original listing agreement shall be made only when authorized ~~in~~ ~~writing~~ via documented communication (i.e. email, text, voice mail, paper and fax)-by the seller and shall be submitted to the MLS within 1 business day after the authorized change is received by the listing broker. Amended (02/18 and 09/18)

**Section 1.5 - Withdrawal of Listing Prior to Expiration:**

Listings of property may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement, provided notice is filed with the MLS, upon request, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the MLS may remove the listing at the request of the seller. (Adopted 11/96)

**Section 1.6 - Contingencies Applicable to Listings:**

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

**Section 1.7 - Listing Price Specified:**

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction. (Amended 11/92)

**Section 1.8 - Listing Multiple Unit Properties:**

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the MLS.

**Section 1.9 - No Control of Commission Rates or Fees Charged by Participants:**

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

**Section 1.10 - Expiration of Listings:**

Listings filed with the MLS will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. (Amended 11/01)

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be received via documented communication by the seller(s) and submitted to the MLS. (Amended 11/01)

**Section 1.11 - Termination Date on Listings:**

Listings filed with the MLS shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

**Section 1.12 - Service Area:**

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's service will be accepted if submitted voluntarily by a participant but cannot be required by the service. (Amended 11/17, 09/18)

- Citrus
- Levy
- Marion
- Sumter
- Hernando

**Note:** Associations must choose whether the MLS will accept listings from beyond its service area not the MLS compilation (Amended 11/17)

- Realtor Association of Citrus County accepts listings from beyond the service area.

(Amended 09/18)

**Section 1.13 - Listings of Suspended Participants:**

When a Participant of the MLS is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except

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

**Section 1.14 - Listings of Expelled Participants:**

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

**Section 1.15 - Listings of Resigned Participants:**

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

## **Selling Procedures**

**Section 2 - Showings and Negotiations:**

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

- (a) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (b) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative, however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (Amended 04/92)

**Section 2.1 - Presentation of Offers:**

The listing broker must make arrangements to present the offer within two business days or give the cooperating broker a satisfactory reason for not doing so. (Amended 4/10)

**Section 2.2 - Submission of Written Offers and Counter-offers:**

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

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. (Amended 11/05)

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

The cooperating broker or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 09/05 and 09/18)

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

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93)

### **Section 2.5 - Reporting Sales to the MLS:**

Status changes, including final closing of sales, shall be reported to the LS by the listing broker within 2 business days after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within 2 business days after occurrence and the listing broker shall report them to the MLS within 2 business days after receiving notice from the cooperating broker. (Amended 02/18)

**Note 1:** The listing agreement of a property submitted to the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to submit the listing to the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its Participants. (Amended 11/01)

**Note 2:** In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS. (FYI – Florida is a disclosure state)

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:

1. categorizes sale price information as confidential and
2. limits use of sale price information to Participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/11) (Amended 08/18)

**Note 3:** As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. (Adopted 11/11)

**Section 2.6 - Reporting Resolutions of Contingencies:**

Upon request, the listing broker shall report to the MLS within 1 business day that a contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled. (Amended 02/18)

**Section 2.7 - Advertising of Listing Submitted to the MLS:**

A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

**Section 2.8 - Reporting Cancellation of Pending Sale:**

The listing broker shall report within 1 business day to the MLS the cancellation of any pending sale, and the listing shall be reinstated within 1 business day. (Amended 02/18)

**Section 2.9 - Disclosing the Existence of Offers:**

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

**Section 2.10 - Availability of Listed Property:**

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

**Section 2.11 – Donated Property**

If listed property is donated, the listing must be cancelled off the market. A skewed selling price is prohibited. (Amended 09/18)

## Refusal to Sell

**Section 3 - Refusal to Sell:**

If the seller of any listed property submitted to the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be communicated in agent comments within 1 business day to the MLS. (Amended 09/18)

**Section 3.1 – Listing Status**

MLS can at its discretion put this listing in a temporarily off the market or canceled status. (Adopted 09/18)

## Prohibitions

**Section 4 - Information for Participants Only:**

Any listing submitted to the MLS shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker.

**Section 4.1 - “For Sale” Signs:**

Only the “For Sale” or “For Rent” sign of the listing broker may be placed on a property. (Amended 02/12)

**Section 4.2 - “Sold” Signs:**

Prior to closing, only the “Sold” sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/96)

**Section 4.3 - Solicitation of Listing Submitted to the MLS:**

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

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

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

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

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

#### **Section 4.5 - Access to and the use of the information contained in the MLS:**

Access to and the use of the information contained in the MLS of the REALTORS® Association of Citrus County is protected by a unique "Login Name" and a "Password" for each member of the association. The sharing of this access information is strictly prohibited by the association. No one other than the individual member who is assigned his or her code may use that code. This would include sharing the access code with other members of the association, members of other REALTOR® Associations and expressly the public at large. (Amended 03/09)

## **Division of Commissions**

#### **Section 5 - Compensation Specified on Each Listing:**

The listing broker shall specify, on each listing submitted to the MLS, the compensation offered to other MLS Participants for their services in the sale/rental of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale/rental (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale/rental (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 3/12)

In submitting a property to the MLS of an Association of REALTORS®, the Participant of the service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing submitted to the service, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. \* (Amended 11/96)

\*The compensation specified on listings submitted to the MLS appear in two forms. Compensation may appear either as a \$ amount or % amount or both with the compensation being the greater of the two. The essential and appropriate requirement by an Association 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 broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount (Amended 09/13)

**Note:** MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation). (Adopted 02/11)

While MLSs are not required to authorize participants to offer cooperative compensation based on net sale prices, those that do permit such offers must define “seller concessions” for purposes other than new construction, unless that term is defined by applicable state law or regulation. The following definition of “seller concessions” is suggested but not required for adoption:

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. (Adopted 05/12)

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as single agents, no brokerage or transaction broker capacities defined by law) which may be the same or different.

SA – Single Agent

NBR – No Brokerage Relationship

TB – Transaction Brokerage

(For definitions see Addendum ‘B’ Standards under Representation Responsibilities)

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 11/95, 5/10 and 09/18)

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

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

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

**Note 4:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval or to lender approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court or by a lender. In

such instances, the fact that the gross commission is subject to court or to lender approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Adopted 5/10)

\* This does not relieve the listing broker from the obligation to timely notify the selling broker of any reduction in commission. (Amended 04/10)

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

**Note 6:** Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they must also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers. (Amended 4/10)

#### **Section 5.01 - Disclosing Potential Short Sales:**

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. (Amended 04/10)

When disclosed, Participants may at their discretion advise other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. (Adopted 04/10)

Where participants communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 2 business days of receipt of notification from the lender. (Adopted 5/10 / Amended 2/18)

#### **Section 5.1 - Participant as Principal (Agent Owned):**

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

#### **Section 5.2 - Participant as Purchaser:**

If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 2/92)

#### **Section 5.3 - Dual or Variable Rate Commission Arrangements:**

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/ leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a

cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/01)

## Service Charges

### Section 6 - Service Fees and Charges:

The following service charges for operation of the multiple listings service are in effect to defray the costs of the service and are subject to change from time to time in the manner prescribed:

- (a) **Initial Participation Fee:** An applicant for participation in the MLS shall pay an application fee of \$250 with such fee to accompany the application. A non-member applicant for participation in the MLS shall pay an application fee of \$250 with such fee to accompany the application. (Amended 09/05)
- (b) **Recurring Participation Fee:** A monthly participation fee billed quarterly may be assessed of each Participant, Subscriber, Office Administrator and Assistant (licensed or unlicensed) and shall be an amount established by the Board of Directors who has access to and use of the MLS, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. The monthly participation fee of each non-member Participant and Subscriber shall be an amount established by the Board of Directors who has access to and use of the MLS, whether licensed as a broker, sales licensee, licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. Payment of all fees shall be made within 30 days of receipt of bill.
- (c) **The Good Faith, No-Paperwork Waiver:** Multiple listing service will only charge for licensees who affirmatively choose to subscribe to the MLS. Multiple listing service will not verify that other licensees of the brokerage office are subscribers to a different MLS. Multiple listing service will simply bill participants and the subscribers who affirmatively opt-in to the service. (Amended 10/18)
- (d) **Listing Fee:** Participants and non-member Participants shall not pay a monthly listing fee.
- Any member of a Reciprocal MLS(s) pays a one-time \$50.00 listing fee.
  - Any non-member/Reciprocal pays a one-time \$300.00 listing fee.
  - Any Thompson Broker pays \$25.00 per listing per month.
- (e) If a non-member Participant desires to become a REALTOR® member, the REALTORS® Association of Citrus County, Inc. shall consider his application fee for MLS participation to have been paid.
- (f) Any MLS member who has had their MLS suspended for non-payment of dues will be charged a \$35.00 re-activation fee. (Amended 10/18)

**Note 1:** A multiple listing service may elect to have such fees payable on a quarterly basis. However, added administrative services are necessitated by increased frequency of such payments.

**Note 2:** Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (Amended 11/17,10/18)

# Compliance with Rules

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

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter or reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year.
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

**Note:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (05/14)

## **Section 7.1 - Compliance with Rules:**

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

- a. for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full
- b. for failure to comply with any other rule, the provisions of section 9 and 9.1 shall apply.

**Note:** Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing services. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. (Amended 11/88 and 10/18)

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

Non-principal brokers, sales licensees, appraisers, and other authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. (Adopted 4/92)

## **Section 7.2.1 - Assessment of MLS Fees, Dues and Charges:**

All MLS fees, dues, and charges, including, but not limited to, initial participation fees, recurring participation fees, listing origination fees, subscription fees, etc., may be assessed to MLS participants or to individual users or subscribers. This does not preclude an MLS participant from being reimbursed by affiliated licensees for fees or charges incurred on their behalf pursuant to any in-house agreement that may exist. If direct billing of subscribers is

utilized, the ultimate responsibility of delinquent dues, fees, and charges is that of the participant, unless an MLS, by adoption of appropriate rules or bylaws, make subscribers exclusively responsible for such financial obligations.

**Section 7.3 - See Addendum A**

## **Meetings**

**Section 8 - Meetings of MLS Committee:**

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

**Section 8.1 - Meetings of MLS Participants:**

The Committee may call meetings of the Participants and/or Subscribers in the MLS to be known as meetings of the MLS.

**Section 8.2 - Conduct of the Meetings:**

At all meetings of the Committee, a majority of the managers shall be necessary and sufficient to constitute a quorum for the transaction of business. The Chairperson or Vice Chairperson shall preside at all meetings or, in their absence; a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee. (Amended 09/18)

## **Enforcement of Rules or Disputes**

**Section 9 - Consideration of Alleged Violations:**

The Committee shall give consideration to all written complaints having to do with violations of the rules and regulations. (Amended 2/98)

**Section 9.1 - Violations of Rules and Regulations:**

If the alleged offense is a violation of the rules and regulations of the MLS and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the MLS Committee and if a violation is determined, the MLS Committee may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the Professional Standards Committee of the Board in accordance with the bylaws of the Board of Realtors®.

**Section 9.2 - Complaints of Unethical Conduct:**

All other complaints of unethical conduct shall be referred by the Committee to the Professional Standards Administrator of the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. (Amended 11/88)

## **Confidentiality of MLS Information**

**Section 10 - Confidentiality of MLS Information:**

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

### **Section 10.1 - MLS Not Responsible for Accuracy of Information:**

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

## **Ownership of MLS Compilation\* and Copyright**

### **Section 11**

By the act of submitting any property listing content to the MLS the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparable(s). Listing content includes, but is not limited to photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

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

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

To qualify for this safe harbor, the OSP must:

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

Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more information, see 17 U.S.C. §512. (Adopted 11/15)

### **Section 11.1**

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

### **Section 11.2 - Display**

Each Participant shall be entitled to lease from the REALTORS® Association of Citrus County, Inc. a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Board. \*\*

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

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

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

## **Use of Copyrighted MLS Compilation**

### **Section 12 - Distribution:**

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the REALTORS® Association of Citrus County, Inc. and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by a Board MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by a Board MLS where access to such information is prohibited by law. (Amended 4/92)

### **Section 12.1 - Display:**

Participants and those persons affiliated as licensees with such Participants shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

### **Section 12.2 - Reproduction:**

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

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participant or their affiliated licensees, be interested.

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparable(s), or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14)

## **Use of MLS Information**

### **Section 13—Limitations on Use of MLS Information:**

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

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

Based on information from the REALTORS® Association of Citrus County, Inc. MLS for the period (date) through (date). (Amended 11/93)

### **Section 13.1**

Prior to submitting a photo from any other party, you must first receive written authorization of the original party.

By submitting content and/or images, you are confirming that you are the content creator, own the copyright to or have proper licensure to upload to Realtors Association of Citrus County MLS. (Amended 10/18)

## **Changes in Rules and Regulations**

### **Section 14—Changes in Rules and Regulations:**

Amendments to the rules and regulations of the MLS shall be by a majority vote of the Members of the MLS Committee, subject to approval by the Board of Directors of the REALTORS® Association of Citrus County, Inc.

## **Arbitration of Disputes**

### **Section 15 - Arbitration of Disputes:**

By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of

Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants subject to the following qualifications. (Amended 11/97)

- (a) If all disputants are members of the same Board of REALTORS® or have their principal place of business within the same Board's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Board/REALTORS® Association of Citrus County, Inc.
- (b) If the disputants are members of different Boards of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different Boards of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the FLORIDA ASSOCIATION OF REALTORS®.

**Interboard Arbitration Procedures:** Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board/REALTORS Association of Citrus County, Inc. (Amended 11/98)

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

## Standards of Conduct for MLS Participants

**Standard 16.1** - MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with clients.

**Standard 16.2** - Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

**Standard 16.3** - MLS Participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.

**Standard 16.4** - MLS Participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, an exclusive agency, or other form of contractual agreement between the listing broker and the client) the MLS Participant may contact the owner to secure such information and may discuss the terms upon which the MLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

**Standard 16.5** - MLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. (Amended 1/98)

**Standard 16.6** - MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through MLS or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. (Amended 11/01)

**Standard 16.7** - The fact that an agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement. (Amended 1/98)

**Standard 16.8** - The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business.

**Standard 16.9** - MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/98)

**Standard 16.10** - When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. (Amended 1/98)

**Standard 16.11** - In cooperative transactions, MLS Participants shall compensate cooperating MLS Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MLS Participants without the prior express knowledge and consent of the cooperating broker.

**Standard 16.12** - MLS Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS Participant. A general telephone canvass, general mailing/email or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this rule.

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, MLS compilation, or other information service as having exclusively listed their property with another MLS Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information intended to foster cooperation with MLS Participants.

**Standard 16.13** - MLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

**Standard 16.14** - MLS Participants, acting as buyers or tenants' representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's agent or broker not later than execution of a purchase agreement or lease.

**Standard 16.15** - On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

MLS Participants shall make any request for anticipated compensation from the seller/landlord at first contact.

**Standard 16.16** - MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

**Standard 16.17** - MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other broker's exclusive agreements. However, information received through an MLS or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made.

**Standard 16.18** - MLS Participants, acting as buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to buyer tenant representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

**Standard 16.19** - All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client.

Before providing substantive (such as writing a purchase offer or presenting a CMA) to prospects, MLS Participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representative or at the direction of prospects.

**Standard 16.20** - Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements. (Amended 1/98)

**Standard 16.21** - These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS Participants involving commission, fees, compensation, or other forms of payment or expenses.

**Standard 16.22** - MLS Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. (Amended 0/2012)

**Standard 16.23** - MLS participants' firm websites/social media platforms shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent matter.

Websites/social media platforms of licensees affiliated with a participant's firm shall disclose the firm's name and licensee's state(s) of licensure in a reasonable and readily apparent matter. (Adopted 11/07)

**Standard 16.24** - MLS participants shall present a true picture in their advertising and representations to the public, including the Internet content, images and the URLs and domain names they use, and participants may not:

- a. Engage in deceptive or unauthorized framing of real estate brokerage websites;
- b. Manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- c. deceptively using metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic,
- d. present content developed by others without either attribution or without permission or
- e. to otherwise mislead consumers, including use of misleading images. (Amended 1/18)

**Standard 16.25** - The services which MLS participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (Adopted 04/10)

## Orientation

### **Section 17 - Orientation:**

Any applicant for MLS Participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program (may attend MLS Basic training) of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within 60(sixty) days after access has been provided.

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancement and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated additional training remotely.

## Internet Data Exchange (IDX/RETS)

### **Section 18 – IDX Defined:**

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant’s control: websites, mobile apps, and audio devices. As used throughout these rules, “display includes “delivery” of such listing. (Amended 05/17)

### **Section 18.1 - Authorization:**

Participants’ consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant’s listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. \*Even where participants have given blanket authority for other participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 05/17)

### **Section 18.2 - Participation:**

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

#### **Section 18.2.1**

Participants must notify the MLS of their intention to display an IDX information and must give to the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12)

#### **Section 18.2.2**

MLS participants may not use IDX-provided listings for any purpose other than display as provided by these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12)

**Section 18.2.3**

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

**Section 18.2.4**

Participants may select the listings they choose 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. (Amended 05/17)

**Section 18.2.5**

Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every 12 hours. (Amended 11/14)

**Section 18.2.6**

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

**Section 18.2.7**

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 05/12)

**Section 18.2.8**

Any IDX display controlled by a participant or subscriber that:

- a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 05/12)

**Section 18.2.9**

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 05/12)

**Section 18.2.10**

An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

#### **Section 18.2.11**

Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 05/15)

#### **Section 18-2.12**

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data \* (Amended 05/17)  
\*Displays of minimal information (\*e.g., “thumbnails”, test messages, “tweets”, etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. (Amended 5/17)

#### **Section 18.3 - Display:**

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

##### **Section 18.3.1**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. (Amended 05/12)

##### **Section 18.3.1.1**

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

##### **Section 18.3.2 - Deleted May 2015**

##### **Section 18.3.3 - Moved to 18.2.12 May 2017**

##### **Section 18.3.4**

All listings displayed pursuant to IDX shall identify the listing brokerage. (Amended 09/18)

##### **Section 18.3.5**

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

##### **Section 18.3.6 - Deleted November 2006.**

##### **Section 18.3.7**

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

**Section 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 05/12)

**Section 18.3.9 - Deleted Feb 2016****Section 18.3.10**

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

**Section 18.3.11**

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 11/14)

**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. (Adopted 11/14)

**Section 18.3.12**

Display of expired and withdrawn listings\* is prohibited. (Amended 11/14) \* Note: If "sold" information is publicly accessible, display of "sold" listings may not be prohibited. (Adopted 11/14)

**Section 18.3.13**

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

**Section 18.3.14 – Intentionally left blank****Section 18.3.15 – Intentionally left blank****Section 18.3.16**

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

**Section 18.4 - Service Fees and Charges:**

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

## Virtual Office Websites (VOWs)

### Section 19.1 – VOW Defined

(a): A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

(b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, 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.

(c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

### Section 19.2

(a): The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

### Section 19.3

(a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

(b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

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

(d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

(i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

(ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

(iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

(iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

(v) That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

#### **Section 19.4:**

A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions,

or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

**Section 19.5:**

A Participant’s VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, “scraping”, and other unauthorized use of MLS Listing Information. A Participant’s VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

**Section 19.6**

(a): A Participant’s VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller’s listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

(b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

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

<p><b>Seller Opt-out Form</b></p> <p>1. Check one.</p> <p>a. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.</p> <p>b. <input type="checkbox"/> 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.</p> <p>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.</p> <p>_____</p> <p>Initials of Seller</p>
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**Section 19.7:**

(a) Subject to subsection b, a Participant’s VOW may allow third-parties

- (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- (ii) to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 19.8:**

A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 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.

**Section 19.9:**

A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 19.10:**

Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or 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.

**Section 19.11:**

A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 19.12:**

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

**Section 19.13:**

A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**Section 19.14:**

A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**Section 19.15:**

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

- a. Expired and withdrawn listings.
- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- d. The seller's and occupant's name(s), phone number(s), or e-mail address(es).

- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

**Section 19.16:**

A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

**Section 19.17:**

A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

**Section 19.18:**

A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

**Section 19.19:**

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to no fewer than 500 current listings, or 50% of the listing in MLS, whichever is less and no fewer than 500 sold listings, or 50% of the listings in MLS, whichever is less, in response to any inquiry. (Amended 10/18)

**Note:** The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule, but may not be fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less. (Amended 11/17,10/18)

**Section 19.20: Intentionally left blank**

**Section 19.21:**

A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

**Section 19.22:**

A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 19.23:**

A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

**Section 19.24:**

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

**Section 19.25:** Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS if requested. (11.03.08)

# LOCK BOX KEYS AND LOCK BOXES

The Supra Lockbox System is an activity of the REALTORS® Association of Citrus County, Inc.

The REALTORS® Association of Citrus County, Inc. has adopted and follows the Lock Box Security Requirements of the National Association of REALTORS® as outlined in Part Two, Policies: H, Lock box/Key Repositories, Section 1 of the 2016 NAR Handbook on MLS Policy.

Each REALTOR®, non-principal broker, sales associate and licensed or certified appraiser, or an affiliate member who is affiliated with a REALTOR® member is authorized to receive one SupraKey (lock box key) for their personal use at the time they join the MLS provided they have completed, signed and submitted to the REALTORS® Association of Citrus County, Inc. the Keyholder Purchaser Agreement.

All Lock Box inventory is the responsibility of the Broker. If they are lost, stolen, misplaced, etc., the Broker must pay the cost of the lock box/lock boxes. (Amended 10/18)

The following lock box security requirements must be adhered to:

1. Keep the SupraKey in the Keyholder's possession or in a safe place at all times;
2. SupraKeys must not be lent, transferred or assigned to any other person or entity, or permit any other person or entity to use the ReaderKey, whether or not such other person or entity is a member of the REALTORS® Association of Citrus County, Inc. of Citrus County MLS.
3. Keyholder's PIN number must not be attached in any manner to the SupraKey or be disclosed by Keyholder to anyone.
4. Keyholder agrees not to destroy, alter, modify, disassemble or tamper with the SupraKey or knowingly allow anyone else to do so
5. Notify the REALTORS® Association of Citrus County, Inc. office immediately in writing (2 business days) of a loss or theft of their SupraKey or any Lock boxes; and of all circumstances surrounding such loss or theft. (Amended 10/18)
6. To safeguard the code for each Lock box from all other individuals and entities, whether or not they are authorized keyholders of the MLS.

The REALTORS® Association of Citrus County, Inc. may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the REALTORS® Association of Citrus County, Inc., relates to the real estate business or which puts clients, customers or other real estate professionals at risk.

Factors that can be considered in making such determinations 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 lock 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 for following release; and
7. evidence of present fitness (Amended 05/06)

## **Lock Box Keys - Security Policy for Business Partners:**

1. Authorized Business Partners must have a background check through a reputable authorized agency covering the last 10 years.
  - a. No keys will be issued to Convicted Felons.
  - b. Background fee of \$25.00 which will be charged to Business Partner.
  - c. Background check must be completed prior to activation of E-Key.
  - d. Background check must be renewed every three years.
2. Business Partners that are licensed Home Inspectors and Pest Control companies will have access to the Supra Lock Box system by using the E-Key only.
3. Business Partner Key Holder will access the Supra Lock Boxes only for home inspection and pest control inspections and treatments.
4. There will be a fine (see rules Addendum "A") if a key is used by anyone other than the registered keyholder.
5. Any misuse to be reported to RACC.
6. Loss of key: Keyholder will be responsible for the current price of the XpressKey.
7. Association must be notified within 5 business days when key holder is no longer employed by the Business Partner.
8. Keys for reciprocals and Business Partner members to be held to all policies and procedures.

## **Lock Box Key System for Administrators and/or Office Assistants**

1. Administrator and/or Assistants may sub-lease a key solely for the purpose to allow said persons to remove or add lockbox to a Broker's listing.
2. Broker and Administrator and/or Assistant will sign an Addendum to Key Sub-Lease license agreement.
3. The Key will only be used by the authorized key holder that signed the sublease and addendum.
4. Background check must be completed prior to activation of key.
5. Cost of background check will be at the expense of the Broker.
6. Background check must be renewed every three years.
7. The Administrator and/or Assistant will be added to the Key system as an affiliate, which will require the need for a CBS code (Call Before Showing), which can be found on your SupraWeb Account, under Keybox Management.
8. Association must be notified within 5 days when key holder is no longer employed by the Broker.

## **Lock Box Key System – Additional Key for Broker**

1. The broker may sub-lease an additional key solely for the purpose to allow said agents that have an active Supra-Key to use in an emergency.
2. Key will only be used by the authorized key holder that has signed a sublease.
3. Broker's additional key must be the Active Key only.
4. The Broker will be responsible and held liable for all use involved with said key.

(Amended 10/18)

**ADDENDUM ‘A’**  
**MLS COMPLIANCE WITH RULES**  
**(PER CALENDAR YEAR)**

BOTH BROKER AND/OR PARTICIPANT/SUBSCRIBER WILL BE NOTIFIED OF ALL WARNINGS AND FINES BY E-MAIL. ALL FINES AND PENALTIES WILL BE CHARGED TO BOTH THE BROKER AND PARTICIPANT/SUBSCRIBER (i.e. if the fine is \$50 then the broker will be fined \$50 and the participant/subscriber will be fined \$50). IF BROKER AND/OR SUBSCRIBER HAVE MORE THAN 5 VIOLATIONS THEY WILL BE REQUIRED TO PARTICIPATE IN MLS TRAINING WITHIN 90 DAYS OR PRIVILEGES WILL BE SUSPENDED UNTIL TRAINING IS COMPLETED. (Amended 10/18)

- A. Failure to pay MLS charges or fees within one (1) month of date due provided that at least ten (10) day notice has been given, the MLS privileges shall be suspended until MLS charges or fees are paid in full.
  - B. Violation for use of unauthorized login and password (See Section 4.5): Refer to Professional Standards Committee and fine up to \$5,000.
  - C. Violation of the same offense will be subject to the following:
    - 1<sup>st</sup> offense: Written Notice
    - 2<sup>nd</sup> offense: \$50.00 Fine
    - 3<sup>rd</sup> offense: \$100.00 Fine
    - 4<sup>th</sup> offense: \$250.00 Fine and Participant and/or Subscriber listing privileges will be revoked for Sixty (60) days. (Amended 10/18)
- Failure to submit listings within five (5) business days or proof of receipt.
  - Failure to submit pending w/backups wanted, pending and closed information within two (2) business days.
  - Failure to enter a photo. Note: The seller may request in writing a photograph of the property not be included.
  - Inclusion of any of the following in public remarks, photos, and/or directions is prohibited:
    - Listing Firm/Agent Name
    - Phone Numbers
    - Listing Firm/Agent Picture
    - Email Address
    - Websites
    - 3<sup>rd</sup> Party Vendors
    - Real Estate Signage
    - Branded Virtual Tour
    - Call “Listing Firm/Agent”
  - Failure to withdraw duplicate listings.
  - Failure to remove all yard signs and logos from photos and IDX restricted content from public remarks to conform to IDX guidelines.
  - Only Non-Branded virtual tours may be linked to the MLS due to IDX constraints.
  - Failure to complete correctly all mandatory fields.

- Failure to enter the correct area.
- Failure to enter a listing in the correct category.
- Inclusion of combination lockbox information in public and/or agent remarks.
- Duplicate address and/or alternate key for the same property.
- Entering incorrect expiration date in the MLS.
- Failure to submit change of status and or/placing incorrect status
- Failure to cancel a listing property that was donated.

**D. Violation of the same offense will be subject to the following:**

- 1<sup>st</sup> offense: \$25.00 Fine
- 2<sup>nd</sup> offense: \$50.00 Fine
- 3<sup>rd</sup> offense: \$100.00 Fine
- 4<sup>th</sup> offense: \$250.00 Fine and Participant and/or Subscriber listing privileges will be revoked for One (1) year. (Amended 10/18)

- False reporting of selling office.
- Failure to disclose dual and variable rate commission.
- Inclusion of the listing agent's name and/or phone number in the public remarks section of IDX.
- Failure of the listing broker to present an offer within two (2) business days or give the cooperating broker a satisfactory reason for not doing so.
- Prior to submitting a photo from any other party, you must first receive written authorization of the original party.

**E. The Participant/Subscriber will be subject to:**

- 1<sup>st</sup> offense: \$100.00 Fine
- 2<sup>nd</sup> offense: \$250.00 Fine and Participant and/or Subscriber listing privileges will be revoked for One (1) year.

- Failure to have written authorization when entering a new listing or documented communication extending an existing listing.
- Failure to provide requested written authorization or documentation shall be considered a violation. (Amended 09/18)

**F. The Participant/Subscriber will be subject to:**

- 1<sup>st</sup> offense \$100 fine
- 2<sup>nd</sup> offense \$500 fine
- 3<sup>rd</sup> offense \$1000 fine

- Failure to disclose any and all specific restrictions by seller in Public Remarks and/or Agent Remarks. Uploading content that causes another Participant/Subscriber to receive a DMCA takedown notification

**G.** If the Keyholder defaults on any of the terms or conditions of the purchase agreement (SupraKey Sub-Lease Agreement), the REALTORS® Association of Citrus County, Inc. will exercise one, all or any combination of the following steps:

1. Deactivate the SupraKey immediately.
2. Take possession of the SupraKey.
3. Assess a charge of up to \$ 500.00 plus any actual damages as a result of default.
4. Pursue any other remedy available by law.

## **ADDENDUM ‘B’**

### **Standards**

**Many issues have been brought to the attention of MLS Board of Managers that requires clarification on the acceptable Standards. These Standards are presented to ensure that all members follow the same guidelines and have the same definitions for the items listed. The RACC directs the members of the Association to follow these Standards in their use of the MLS.**

**Approved Short Sale** – Bank has provided the listing agent, in writing, with a price of the home they will accept. Note: If the bank tells the listing agent they will no longer honor the price and it needs to go through the approval process, again, then it is no longer an “approved short sale”. \*Be sure to uncheck the approved short sale box.

**Bedrooms** – That a bedroom, as advertised in the MLS, would include a closet. Rooms without closets that are advertised as bedrooms are considered to be deceptive advertising.

**Business Opportunity** – The marketing of a business where no real estate is included or involved, just good will, personal property/inventory and ongoing concern.

**Mobile Homes** – That a mobile home must be separated from houses in the residential section of the MLS. A mobile home is defined by this MLS as any home that is delivered to the site with axles, wheels and a tongue attached to the frame of the home. These are commonly known as single wide(s) or double wide(s). Neither the exterior finish nor the fact the axles have been removed will change the profile of the home.

**Owner Financing** – Owner financing is an alternative to Lender Financing and as such Lender Owned properties shall not be offered as Owner Financing in the MLS.

**Pending** – that any fully executed contract no matter what the “contingencies” noted in the contract, will be considered pending. Any verbally accepted offer may be placed in the Pending status.

**Pending w/Backups Wanted** – Any fully executed contract with kick out clause or fully executed contract with short sale addendum that states back-up offers will be allowed.

**Public Remarks** – It is a standard of this association to restrict information in the Public Remarks section of the listing profile. This would include “advertising” the listing agents name (Call Listing Agent) or company name or, directing the customer to a phone number or website that would advertise the listing agent and/or open house. This would include 3<sup>rd</sup> party companies for special services such as financing. These comments can only appear in the Agent Remarks section. This provision will allow a cooperating agent to freely introduce the listing to their customer without the customer being re-routed to the listing agent.

**Vacant Land Listings** – That all vacant land listings will be entered as such in the MLS. This would include every vacant parcel no matter the land use, size, location or potential for improved uses. Specifically, commercial or nonresidential vacant land would be included in this provision.

**Representation Responsibilities:**

	<b>Single Agent</b>	<b>Transaction Broker</b>	<b>No Brokerage Relationship</b>
Deal honestly and fairly	X	X	X
Disclose all known facts that materially affect the value of the home	X	X	X
Account for all funds	X	X	X
Use skill, care and diligence	X	X	
Present all offers in a timely manner	X	X	
Limited Confidentiality		X	
Full Confidentiality	X		
Loyalty	X		
Obedience	X		
Full Disclosure	X		

**FULL Confidentiality** – The office (meaning every agent that works for the brokerage) may not reveal to a third party, without your permission, personal or private information that might lessen your bargaining position.

**Loyalty** – Agents are required to place your interest above those of any one else we deal with. This is important in negotiating the most favorable price. The agent has your sole interest in mind in all negotiations.

**Obedience** – Agents are at all times obligated to act in conformity with your instructions as long as they are legal and relevant to the relationship.

**Full Disclosure** – Agents have a duty to keep you fully informed of all facts that might affect the transaction of the value of the property. An example would be if a buyer made an offer of X for your property and told the agent that they would pay Y – it is the agent’s duty to inform you that they will pay Y for the property. (Amended 10/18)

**Rental Listings:**

- Expiration Date - Must follow procedures of MLS Policies and Procedures. Must be date on the management agreement.
- All bedrooms must have a closet.
- In order to place in active status for a non-seasonal rental it has to be available in the next 60 days.
- If it is a seasonal rental, it must be available in 180 days.
- If a rental is occupied, it should be Leased (Temp Off Market).
- Internet Yes or No - Do you want listing pushed to internet?
- Internet Address - Yes or No - If you don't want the address listed on the internet, mark no in this field.

## Citrus County Numbered Roads

Recommendation for clarification for the use of street names as opposed to street numbers for ease of search.

Road Type	#	Name	
US Hwy	19	Suncoast Blvd	
CR	495	Citrus Ave	
CR	488	Dunnellon Rd	
CR	40	Port Ave	Levy County
CR	40A	SE 193rd Pl	Levy County
CR	44	Fort Island Trail	
CR	494	Ozello Trail	
CR	490A	Halls River Rd	
CR	490	Yulee Dr	
CR	490	Homosassa Trail	
CR	480	Miss Maggie / Oak Park Blvd	
US Hwy	98	Ponce De Leon Blvd	
SR	44	Gulf to Lake Hwy	
CR	486	Norvell Bryant Hwy	
CR	491	Lecanto Hwy	
US Hwy	41	Florida Ave	
CR	39	Withlacoochee Trl	
SR	200	Carl Rose Hwy	
CR	581	Pleasant Grove Rd	
CR	470	Gospel Island Rd	
CR	39A	Gobbler Dr / Trails End Rd	
CR	48	Bushnell Rd	
CR	39	Istachatta Rd	
CR	575	C-575	Sumter County
CR	470	N C-470	Sumter County

# *MLS Antitrust Compliance Policy*

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The purpose of multiple listing is the orderly correlation and dissemination of listing information to participants so they may better serve the buying and selling public. Boards and associations of REALTORS® and their multiple listing services shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas.

Boards and associations of REALTORS® and their MLSs shall not:

1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services (Interpretation 14).
2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
7. Prohibit or discourage participants from taking “office exclusive” listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants (Interpretation 10).
9. Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
10. Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
11. Prohibit or discourage participants or subscribers from participating in political activities (Interpretation 15).
12. Interfere in or restrict participants in their relationships with their affiliated licensees (Interpretations 16 and 17).

As used in this policy, “rule” includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not. “Multiple listing service” and “MLS” means multiple listing service committees of boards and associations of REALTORS® and separately-incorporated multiple listing services owned by one or more boards or associations of REALTORS®.

These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to agreements entered into by an MLS or board or association of REALTORS® and an agency of government, and to final decrees of courts or administrative agencies.

This policy does not prohibit boards or associations of REALTORS® or their MLSs from adopting rules or policies establishing the legitimate uses of MLS information, from prohibiting unauthorized uses of MLS information, or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.

It is the duty and responsibility of all boards and associations of REALTORS® and MLSs owned by or controlled by boards or associations of REALTOS® to ensure that all bylaws, rules, regulations, and other governance provisions comply with all mandatory multiple listing policies of the National Association of REALTORS®. Boards and associations of REALTORS® failing to conform with these policies will be required to show cause why their charters should not be revoked.

The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the National Association of REALTORS®. (Amended 11/04)