



Central Panhandle Association of Realtors®  
Multiple Listing Service Rules

**Last Revision**  
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**M** - Mandatory\*  
**R** - Recommended  
**O** - Optional  
**C** - CPAR Specific

*\*Adoption is necessary to ensure compliance with mandatory policies established by the NATIONAL ASSOCIATION OF REALTORS® Board of Directors and coverage under the National Association's master professional liability insurance policy.*

## **Section 1: Listing Procedures**

### **Section 1.0 – 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 service area of the multiple listing service, and are taken by Participants on Exclusive Right to Sell and Exclusive Agency forms (See Notes 1 and 2) shall be delivered to the Multiple Listing Service within 48 hours after all necessary signatures of seller(s) have been obtained. (Amended 11/01)

- (a) Single family homes, condos, mobile/manufactured homes sold with land for sale or exchange
- (b) Vacant lots and acreage for sale or exchange
- (c) Two-family, three-family, and four-family residential building for sale or exchange
- (d) Commercial (improved, unimproved, acreage & business only properties)

**NOTE 1:** The Multiple Listing Service shall not require a participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a "Property Data Form" may be required as approved by the Multiple Listing Service. However, the Multiple Listing committee, through the Association's legal counsel:

- May reserve the right to refuse to accept a listing form, which fails to adequately protect the interest of the public and the Participants.
- May assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller).

The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to cooperate with other Participants of the Multiple Listing Service acting as transaction brokers: single agent, buyer agents, or both. (11/96)

The listing agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service. (Amended 08/24)

The different types of listing agreements include:

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

The service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted, except where required by law, because of the inherent nature of an open listing cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. (Amended 08/24)

The **exclusive right to sell** listing is the form of listing where the seller gives exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property. (Amended 4/92)

The **exclusive agency listing** also authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale of the property, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell 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 special 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. (Amended 08/24)

**NOTE 2:** The Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that the Multiple Listing Service must accept every type of listing. The Multiple Listing Service declines to accept open listings (except where is required by law) and net listings and 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 Multiple Listing Service.

**NOTE 3:** A multiple listing service 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. (Amended 08/24) **M**

## Section 1.01 – Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19) **M**

**NOTE:** Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules if it is being publicly marketed, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants. Residential properties that are currently “Under Construction” or Pre-Construction” may be entered on a voluntary basis and are exempt from the requirement. (Updated 3/4/21)

## Section 1.1 – Types of Properties

Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that is required to be filed with the service and other types that may be filed with the services at the participant’s option provided, however, that any listing submitted is entered into within the scope of the participant’s licensure as a real estate broker. (Amended 11/91) **O**

- Residential
- Residential Income
- Subdivided Vacant Lot
- Land and Ranch
- Business Opportunity
- Motel-Hotel
- Mobile Homes
- Mobile Home Parks
- Commercial Income
- Industrial

### Section 1.1.1 - Listings Subject to Rules and Regulations of the Service

Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the Rules and Regulations of the Service upon a signature of the seller(s). **R**

## Section 1.2 - Detail on Listings Filed With the Service

A listing agreement or property data form, when filed with the Multiple Listing Service by the listing broker, shall be complete, accurate, and descriptive in every detail which is ascertainable as specified on the Property Data Form. **R**

## Section 1.2.0 – Accuracy of Listing Data

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (Adopted 11/20) **M**

### Section 1.2.1- Limited Service Listings

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

- 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)
- 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)
- Advise the seller(s) as to the merits of offers to purchase
- Assist the seller(s) in developing, communicating, or presenting counter-offers
- Participate on the seller's(s') behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (LSA) 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 11-08) **O**

## Section 1.3 - Multiple Listing Options for Sellers

Office Exclusive: Where the seller has directed the listing broker to not publicly market their property and to not disseminate it through the MLS to other MLS Participants and Subscribers, the Participant may then take the listing as an office exclusive exempt listing and such listing shall be filed with the MLS, subject to its local filing rules, but not disseminated to other MLS Participants and Subscribers.

Coming Soon Status: A temporary status where the seller/lessor is not prepared for the listing to be syndicated to outside publishers or the public at large. The property will not be available for showing.

- *Note: See section 1.22 for more information.*

Exempt Listing Disclosure: The filing of an exempt listing (Office Exclusive or Coming Soon) with the MLS must be pursuant to a certification, signed by the seller, obtained by the listing broker which includes:

- Disclosure about the professional relationship between the Participant and the seller;
- Acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and
- Confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS to other MLS Participants and Subscribers as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a Coming Soon Listing. **M**

(Amended 9/30/25)

Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission pursuant to the MLS local rules.

**NOTE 1:** MLS Participants must distribute Office Exclusive listings through the MLS to other MLS Participants and Subscribers within (1) one business day after the listing has been publicly marketed. See Section 1.01, Clear Cooperation. **M**

## **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 by the seller and shall be filed with the Service within forty-eight (48) hours (excepting weekends, holidays and postal holidays) after the authorized change is received by the listing broker. **R**

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

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

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

## **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. **R**

## **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) **M**

## **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 shall be given to the Multiple Listing Service. **O**

## **Section 1.9 - No Control of Commission Rates or Fees Charged to Participants**

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

## Section 1.10 - Expiration, Extension, and Renewal of Listings

Listings filed with the Multiple Listing Service will automatically be removed from 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 signed by the seller(s) and filed with the Service. (Amended 11/01) **M**

## Section 1.11 - Termination Date of Listing

Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller. **M**

## Section 1.12 -Service Area

Only listings of the designated types of property located within the service area of MLS are required to be submitted to the Service.) The service area of CPAR is defined as the Florida Counties of Bay, Washington, Calhoun, Holmes, and Jackson. CPAR will also accept listings from other counties within the state of Florida on a voluntary basis. (Amended 06/20) Listings of property located outside the state of Florida will not be accepted if submitted voluntarily by a participant. **M**

## Section 1.13 - Listings of Suspended Participants

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

## Section 1.14 - Listing of Expelled Participants

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

## 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 will be advised in writing of the intended removal so that the resigned Participant may advise his/her clients. **O**

## Section 1.16 – Property Addresses

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Amended 5/21) **M**

## Section 1.17 – Subdivision

When entering the required Subdivision name into a listing the name used must match the subdivision name that is shown in the local municipality records. (Added 02/09)

## **Section 1.18 – Lease Options**

Lease Options may be entered into the Service as a Rental or Sale. If the property is rented with an option to purchase, the participant shall change the status on the rental listing to Rented. If the property is listed for sale, then the Participant shall change the listing status to Pending. If the option is exercised and the transaction closes, the Participant shall change the status to sold. (Adopted 5/09)

## **Section 1.19 – Public Remark Section Character Limit**

The Remarks section is limited to 4,000 characters. There are an additional 10,000 characters available in Supplemental Remarks.

## **Section 1.20 – Third Party Fees**

Any fee charged to the buyer or participant by a third party, for example a Short Sale Negotiation fee, which is not already disclosed through an appropriate input item (such as Association fees or New buyer fee) must be disclosed in the REALTORS remarks section of the listing when submitted to the MLS. The disclosure must include Participant or any licensee (or registered, licensed, or certified appraiser) affiliated with a Participant has any ownership, equitable, or familial interest in the third part, that interest shall also be disclosed in the remarks section of the listing when submitted to the MLS.

## **Section 1.21 - Use of Lockbox**

A lock box may be used on a listed property only if the owner has signed a written authorization stating that the owner has been informed of the risks involved and knows that the use of the lock box is not mandatory. CPAR only endorses the use of the electronic lock box that is currently approved by and available from CPAR. Lock box combinations and CBS codes are confidential and shall not be published anywhere within the CPAR MLS except for office notes. (Amended 04/12) (Added 10/08)

CPAR may require that the other devices be submitted in advance for approval, and the access device may be any lock box or other access device that provides reasonable, timely access to listed property. CPAR also may revoke the approval and/or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. (Added 10/17)

## Section 1.22 – Coming Soon

Coming Soon Status Definition: A temporary status where the seller/lessor is not prepared for the listing to be syndicated to outside publishers or the public at large. The property will not be available for showing.

Rules that apply to Coming Soon Listings:

- The listing brokerage must have an active listing agreement in place to be able to enter a Coming Soon listing into FlexMLS. At any time, the CPAR MLS Department can request a copy of the listing agreement.
- The listing brokerage is required to upload the Multiple Listing Options for Sellers Disclosure and Authorization Form into the listing's associated document area immediately once the listing is placed in the MLS in a Coming Soon status.
- There will be one additional required field for a Coming Soon listing called "Projected Active Date." This field will be hidden once the listing is marked active.
- The Coming Soon listing will automatically be placed in an Active status once the listing reaches the "Projected Active Date" or has been in Coming Soon Status for 30 days.
- All fields that are required for an active listing are required for a Coming Soon listing with the exception of a photo!
- Coming Soon listings will be excluded from IDX and Publisher feeds and will not be syndicated. They will however be available in VOW and Broker Data Feeds.
- Days on Market and Continuous Days on Market will not accrue while the listing is in a Coming Soon status.
- Coming Soon will be a searchable status only within FlexMLS and FlexMLS mobile, for MLS users only.
- The Coming Soon status will be a Private status, meaning agents will not be able to email listings in this status, and they will not be sent out in subscriptions.
- Exceptions may be made that allow a listing to go beyond 30 days under extreme circumstances at the discretion of CPAR MLS Staff with the guidance of the MLS Committee.
- A listing brokerage may not re-list a property in Coming Soon status unless:
  - The listing has been in Expired or Withdrawn status for more than 30 days;
  - The property is listed with a new brokerage firm or;
  - The property has been sold or rented.
- If the listing brokerage places a sign on the property, there must be a "Coming Soon" rider or sticker on the property, with written authorization from the seller. This requirement does not apply if there is no sign on the property. The listing brokerage will not promote or advertise the property in any manner other than as "Coming Soon."
- When a listing is made Active, all references to Coming Soon should be removed from the listing or signage within 1 business day.
- A seller can accept an offer from a prospective buyer while in Coming Soon status. In the event an offer is accepted on a listing in the Coming Soon status, the listing brokerage must change the listing status within 48 hours. *Note: Listing must be changed to active before updating to any other status.*
- Showings while in Coming Soon status are prohibited.

(Amended 9/30/25)

## **Section 2: Showing Procedures**

### **Section 2.0 - Showing and Negotiation**

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple Listing Service shall be conducted through the listing broker except under the following circumstances:

- (a) the listing broker gives cooperating broker specific authority to show and/or negotiate directly, or
- (b) after reasonable effort, cooperating broker cannot contact the listing broker or his/her representative; however, the listing broker, at his/her option, may preclude such direct negotiations by cooperating brokers. (Amended 4/92) **M**

### **Section 2.1 - Presentation of Offers**

The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. (Amended 4/92) **M**

### **Section 2.2 - Submission of Written Offers**

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rules, 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) **M**

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

The cooperating broker (transaction broker, or buyer agent) or his/her representative has the right to participate in the presentation to the seller or lessor of any offer he/she secures to purchase or lease. he/she does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing 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 4/92)

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Amended 11/19) **M**

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

The listing broker or his/her representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He/she does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee. 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) **M**

## Section 2.5 - Reporting Sales to the Service

Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within 48 hours after listing broker has been notified. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker. Once a listing is closed in the MLS the listing broker must approve any changes to listing and selling agent names on the MLS. (Amended 01/23)

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

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) **M**

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

The listing broker shall report to the Multiple Listing Service within 24 hours that a contingency on file with Multiple Listing Service has been fulfilled or renewed, or the agreement canceled. **M**

## **Section 2.7 - Advertising of Listing Filed with the Service**

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

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

The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale and the listing shall be reinstated immediately. **M**

## **Section 2.9 – Availability of Listed Property**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 11/08) **O**

## **Section 2.10- Contingent Sales with a 72 Hour Kick-out Clause**

Any listing that goes under contract with up to a 72 hour kick out clause will be allowed to remain active in the MLS. The listing must stipulate in REALTOR remarks that it is under contract with a up to 72 hour kick out clause. Once contingency is removed, the listing must be moved to Pending status or Under Contract Taking Back-ups status. **C**

## **Section 2.11 – Required verbiage on Under Contract Taking Backups**

Listings marked as Under Contract Taking Backups must include "CURRENTLY UNDER CONTRACT, SELLER WILL CONSIDER BACKUP OFFERS" at the beginning of the Public Remarks. **C**

## **Section 3: Refusal to Sell**

### **Section 3.0 - Refusal to Sell**

If the seller of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants through Realtor® Remarks only. **R**

**NOTE:** The phrase "Owner Refused to Sell" shall be the only notice reported within the MLS system. If the participant wants to disclose or expand further on the subject he/she should find other means of communications and shall do so at their own risk of exposure to other events from the affected parties. (Adopted 9/08)

## **Section 4: Prohibitions**

### **Section 4.0 - Information for Participants Only**

Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without prior consent of the listing broker. **M**

### **Section 4.1 - "For Sale" Signs**

Only the "For Sale" signs of the listing broker may be placed on a property. (Amended 11/89) **M**

### **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) **M**

## Section 4.3 - Solicitation of Listing Filed with the Service

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

**NOTE** This Section is to be construed in a manner consistent with Article 16 of the REALTORS® Code of Ethics and particularly Standard of Practice 16-4

This Section is intended to encourage sellers to permit their properties to be filed with the Service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through the 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 Service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

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

## Section 4.4 – Use of Terms MLS and Multiple Listing Service

No MLS Participant, subscriber or licensee affiliated with any participant shall, through the name of their own firm, their URL's, their email addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensed affiliated with participants shall not represent, suggest or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS database available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide clients or customers is available on their websites or otherwise. (Adopted 11/07) **O**

## Section 4.5 – Services Advertised as “Free”

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. **M**

## Section 4.6 – No Filtering of Listings

Participants and Subscribers must not filter out or restrict MLS Listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. **M**

## Section 4.7 – Comments/Non-Essential Information to the Transaction

The MLS system shall not be used as a platform or means of retaliation, defamation of character or derogatory remarks against anyone. The MLS Department will immediately remove any comments not pertinent to the transaction and notification of such will be disseminated via email. (Amended 9/23) **C**

## Section 4.8 - Information in Public Remarks

The MLS does not allow the placement of names, phone numbers, email addresses, or other information of this nature that is not descriptive in nature and relevant to an accurate portrayal of the property and transaction being marketed, to be placed in the remarks, directions, internet remarks or photo sections of a listing. Photos or Virtual Tours submitted with a listing must be free of advertising logos or images of any kind of agent information superimposed or inserted in the photo.

NOTE: The only exception shall be the BUILDER'S NAME. No other contact information shall be given. (Amended 2/2025)

No reference to web sites is allowed to be entered into the public remarks. Agent-to-Agent Remarks may display website links so long as offers of compensation are not revealed upon the first click. (Amended 2/2025)

NOTE: An exception is made to allow a URL linking to rental Application in Public Remarks on Residential Rental listings. (Added 2/2/22) **C**

## Section 4.9 – Seller Concessions

Participants may communicate on the MLS offers by a seller to cover all or part of a buyer's closing costs. Any offer from a seller to cover buyer's closing costs communicated on the MLS may not be conditioned upon retention of or payment to a buyer broker.

Seller Concessions other than buyer broker payments are allowed in agent-to-agent remarks, public remarks and closing sale notes

*Note: New Seller Concession field will not be Searchable in MLS.* **C**

## Section 4.10 – Video

There may be no Realtor contact information of any type (agent, office, company sign, telephone numbers, email addresses, third party or websites) announced or posted in video. (Updated 05/10/2017) Non-Realtor production attribution including copyright may be allowed in the video. (Amended 10/17) **C**

## Section 4.11 - Photographs of Listings

All active listings to include Residential, Land, and Commercial, must have a primary photo associated with it. This is a required field and will be entered at the time the listing is entered in to the MLS.

- Primary photo must be of or from the subject property (Added 02/19)
- At least one photo must be of the exterior taken in daylight.
- At least one of the photos must be a front picture of the building where subject property is located
- Images must be of a sufficient quality to be reproduced.
- No photos taken prior to October 10, 2018 are allowed for areas affected by Hurricane Michael.
- Alterations to images such as decorative frames, watermarks, time stamps, false color representation, or enhanced with text or additional photos inset/superimposed are not allowed.

Exceptions may be made for:

- Aerial photos with location markers and parcel outlines
  - Virtually staged photos.
  - Photos with text highlighting specific property features (e.g., 'New Roof 2023', 'Updated Kitchen')
- Note: All image modifications must be truthful, non-misleading, and comply with MLS photo guidelines.*
- Rental listings may have one photo with a QR Code linking to a Rental Application only. No other property types may contain this type of information. If the link is found to direct to anything other than a Rental Application, the photo will be removed. (Added 9/23)
  - False representation of the property is prohibited. Enhancements must accurately depict the current property condition.
  - Primary photos and all videos should not contain images of people or animals not pertinent to the sale of the property. Photos and videos should not contain images of live people with the exception of public and community amenities and public places. (Amended 11/20/24)
  - Photos should not include legible license plates
  - Under construction, to be built or vacant land listings may have renderings, plat maps or aerial photos of the subject property as the primary photo. In the case of new construction these must be replaced with an acceptable image when the structure is recognizable. Members are encouraged to update the primary photo to reflect the stages of construction.
  - Multiple Listing Services may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations. (Added 10/17)
  - Photographs or renderings submitted by a member shall not be copied by other members for use in a subsequent listing of the same property unless authorized by the previous listing broker. See Section 11.0 for details on the scope of compilations and copyrights.
    - The first time an agent copies photos, Staff removes the photos and a warning is sent. The second time a \$500 fine is imposed. The third time a \$1000 fine is imposed. (Added 4/7/22)
  - Virtually staged photos must state on photo "virtually staged," be notated in the public remarks or include the original, unedited photo next to the virtually staged photo. (amended 9/23)
  - If only one photo is included in listing, all photo requirements must be met within one business day. (added 7/2/21) **C**

Updated 9/2025

## Section 4.12 – Visual/Virtual Tours

Members may enter a virtual tour of all classes of property into the MLS.

- A Virtual Tour or imagery must be of the listing only; it cannot contain additional information or imagery such as signage. The tour shall not contain links to other available properties for the listing company or listing agent.
- A Virtual Tour shall not require the viewer to register prior to viewing the tour.
- No framing, no linking to information outside of the Virtual Tour is permitted
- No forms or links soliciting contact information (such as the viewer requesting more information from the listing agent or company) are allowed on Virtual Tours.
- Realtor contact information (branding) such as the listing agent or listing company name, URL, e-mail address, telephone number, and agent photo or company sign/logo are not acceptable and will result in the tour being removed from the MLS and subject to fines as per Section 9.1 Non-Realtor production attribution including copyright may be allowed in the video. (Amended 10/17) **C**

## Section 4.13 – Back on Market

MLS users can make a status change on an expired/cancelled listing to "Back on the Market" if the listing is less than 30 days after expiration/cancellation date. If the expired/cancelled listing is more than 30 days old, it must be entered as a new Listing. An expired/cancelled listing which is less than 30 days old may not be entered as a new listing unless relisted with a different broker. (Adopted 04/17) **C**

## Section 4.14 - Copy of Listing Agreement

CPAR MLS Department has the exclusive right to request a copy of the Listing Agreement at any time. Upon request, the Broker has 2 business days to produce a copy. If the Broker fails to provide the Listing Agreement after the 2 business days, the MLS Department reserves the right to suspend the Listing in the CPAR MLS until the executed Listing Agreement is provided. (Adopted 11/15) **C**

## Section 4.15 – Seller/Buyer Name Confidentiality

Buyers, sellers and renters may request to remain confidential within the MLS, however, CPAR MLS Department may require documentation from the listing agent if the buyers, sellers or renters names are not listed. (Amended 11/15) **C**

## Section 4.16 – Rules for use of Roster downloaded via MLS

- 1) All members are expected to follow all federal laws related to email marketing (For example, CAN SPAM Act of 2003). This includes, but is not limited to, providing the ability to unsubscribe from list and not using misleading header information or subject lines. Members are encouraged to utilize a mass email service that manage these requirements for them.
- 2) All emails utilizing this roster must be related to listed property. The Roster should not be used for advertising non-property related events, self-promotion, recruiting, holiday greetings, or other personal subjects. There is an automatic \$500 fine for misuse of the roster.
- 3) If a member's ends their relationship with CPAR, the list must be deleted from email services and they are no longer eligible to send emails to the Roster. **C**

## **Section 5: Division of Commissions**

### **Section 5.0 - No Compensation Specified on Listings**

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data and data feeds.

**NOTE 1** The Multiple Listing Service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his/her listing contract, and the Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Multiple Listing Service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

**NOTE 2** The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

**NOTE 3** 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 sales 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 (to include HAP and VA Compromise). 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. (Amended 08/24) **M**

**NOTE 4** Properties listed with the intent to sell at auction must be listed under Auction under the Sale/Ownership Type in the MLS. **C**

**NOTE 5** An Agent/Broker website URL in MLS Agent profile information cannot direct to a webpage immediately displaying compensation.

**NOTE 6** Violations of this rule will be assessed as follows:

- First Violation: CPAR staff removes the comment immediately and agent is issued a warning.
- Second Violation: \$500 fine
- Third Violation: \$1000 fine
- Subsequent Violation: \$5000 fine plus a 30-day suspension of the subscriber's MLS account. **C**

## Section 5.0.0 - Required Consumer Disclosure

**Disclosures of Compensation:** MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement ,and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for and payments or offer of payment that the listing participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for the buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. **M**

## Section 5.0.1 - Disclosing Potential Short Sales

Removed 2024

## Section 5.0.2 - Written Buyer Agreement

Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive Compensation from any source;
- b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
- c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d. a conspicuous statement that the broker fees and commissions are not set by law and are fully negotiable. **M**

**Note:** Violations of this rule will be assessed a \$500 fine for the first violation, a \$1,000 fine for the second violation, and a \$5,000 fine plus a 30-day suspension of the subscriber's MLS account for any subsequent violations.

## Section 5.1 - Participant as Principal

If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any owner interest in property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all multiple listing servicing participants.

**NOTE** It is recommended that the following clause be inserted in the “Public Remarks” section of the listing: The listing Broker / Agent of this property have an ownership interest in this property. **M**

## Section 5.2 - Participant as Purchaser

If a Participant or any licensee (including licensed and certified appraisers) affiliated with 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) **M**

## Section 5.3 – Dual or Variable Commission Arrangements

Removed 2024

## Section 5.4 – Display of Listing Broker’s Offer of Compensation

Removed 2024

## **Section 6: Service Fees, Charges, & Special Access Types**

### **Section 6.0 - Service Fees and Charges**

The following service fees & charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

#### **One Time Application Fee**

- Application fees will be charged for Primary MLS, Secondary MLS, and MLS Only as shown in current member fee schedule and voted on by the BOD at the annual September meeting..

#### **REALTOR® Quarterly User Fees**

- User fees shall be as shown in current member fee schedule and voted on by the BOD at the annual September meeting for each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a broker, sales licensee or licensed or certified appraiser who is employer by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made before the 15<sup>th</sup> day of the month preceding of each quarter, with late fees applied according to the CPAR Policy Manual and service deactivated when late fee is applied.
- However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. (Amended 8/18) **M**

#### **Non-REALTOR® & MLS Only User Fees**

- User fees shall be as shown in current member fee schedule and voted on by the BOD at the annual September meeting for each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a broker, sales licensee or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made bi-annually on applicable due dates, with late fees applied according to the CPAR Policy Manual and service deactivated when late fee is applied. **C**

#### **Listing Fees**

- Non-REALTOR® & MLS Only Participants, who are not part of our reciprocal agreement, will be charged according to the member fee schedule voted on by the BOD at the annual September meeting to be paid prior to activating the listing. **C**

### Supra keys

- Supra key user fees and Activation Fees shall be as shown in current member fee schedule and voted on by the BOD at the annual September meeting for all active Supra users. Payment of such fees shall be made bi-annually on applicable due dates, with service deactivated when late fee is applied. **C**

### Assistant Numbers

- Fees for Administrative Assistants shall be as shown in current member fee schedule and voted on by the BOD at the annual September meeting. Payment of such fees shall be made bi-annually on applicable due dates, with service deactivated according to CPAR Policy Manual.
- Only the Participating Broker of an office may request a User ID for a non-licensed Administrative Assistant (even for those who assist individual agents).
- Every Administrative Assistant must have his or her own ID. (A#)
- All non-licensed Assistants are covered under the Participant Agreement, and the Participating Broker is responsible for their actions regarding their use of the MLS. Every non-licensed Assistant will be assigned a User ID beginning with the letter "A" (ex: A0000).
- Administrative Assistants may be given access at Participants' discretion to other agent's portfolios (inventory and saved profiles), office portfolios (every agent within an office), or company portfolios (every agent within all the company's offices).
- Participants are responsible for advising CPAR in writing when an Admin's account should be inactivated and charges stopped. No refunds. **C**

### IDX Access

- IDX Fees are charged to the member as determined annually by the Board of Directors.
- Any company may purchase our active data feed for the cost of \$5000.00 per year with prior written notice from the MLS committee and approved by the Board of Directors. **C**

### Reciprocal Listings

- CPAR charges an amount set by the BOD at the annual September meeting per reciprocal MLS Listing for a maximum of 12 months.
- This option is only available to members of Associations with which we have a signed Reciprocal Participant Agreement. Currently those associations are Pensacola Association of REALTORS®, Emerald Coast Association of REALTORS®, Navarre Area Board of REALTORS®, and REALTORS® Association of Franklin & Gulf Counties.
- Members of these associations must provide a Letter of Good Standing from their current association and a signed agreement once per calendar year, and a copy of the first page of the listing agreement for each listing. **C**

## **Section 7: Compliance with Rules**

### **Section 7.0 – 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:

- Letter of Warning
- Letter of Reprimand
- 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.
- Appropriate, reasonable fine not to exceed \$15,000
- Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Adopted 11/07)

**NOTE 1** 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. (Revised 05/14)

**NOTE 2** MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20 **M**)

## Section 7.1 – Compliance with Rules

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

- For failure to pay service charge or fees as described in Section 6, the Multiple Listing Service shall suspend all services until all charges or fees owed the service are paid in full.
- For failure to comply with any other rule, the provisions of Section 9 and 9.1 shall apply. **R**
- For failure to pay any fine(s) by the end of the current quarter that fee is applied in, and provided that at least ten (10) days' notice has been given, the service shall be suspended until fine(s) are paid in full. **C**

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

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

(Adopted 4/92) **O**

## Section 8: Meetings

### Section 8.0 - Meetings of MLS Committee

The Multiple Listing 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. **R**

### Section 8.1 - Meetings of MLS Participants **R**

Deleted 2023

### Section 8.2 - Conduct of the Meeting

The Chairperson shall preside at all meetings or, in his/her absence, a temporary Chairperson from the membership of the committee shall be named by the Chairperson or, upon his/her failure to do so, by the Committee. **R**

## **Section 9: Enforcement of Rules or Disputes**

### **Section 9.0 - Consideration of Alleged Violations**

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

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. (Amended 11/20) **M**

### **Section 9.1 – Violations of Rules and Regulations**

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Multiple Listing Service committee, and if a violation is determined, the committee may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the Professional Standards Committee of the Association in accordance with the bylaws and rules and regulations of the Association of REALTORS® within twenty (20) days following receipt of the committee's decision. (Amended 11/96)

If, rather than conducting an administrative review, the MLS Committee has a procedure established to conduct hearings, the decision of the MLS Committee may be appealed to the Board of Directors of the Association of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Association's Grievance Committee for processing in accordance with the professional standards procedures of the Association, except that if the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Association. (Amended 2/98) **M**

### **Section 9.2 – Complaints of Unethical Conduct**

Any information 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) **M**

## Section 9.3 – Complaints of Unauthorized Use of Listing Content

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

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

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

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

## Section 9.4 – MLS Rules Violation

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

## Section 9.5 – Access Violation

If the Gumshoe report displays a 75% or higher of password sharing, someone from the CPAR office will call and email the member to reset their password. 2<sup>nd</sup> offense will result in an automatic fine of \$1000.00. In both cases the MLS department will consult with Flex t check IP addresses and any other possible anomalies. **C**

## Section 9.6 - MLS Fines Process & General Policies

1. When an error report is received, the email for the listing agent and broker is sent a notification that the listing is in error.
  - a. **Note: CPAR MLS is only responsible for making sure that the notification has been sent, due to the nature of various email systems, we cannot control whether the email is received. That is the responsibility of the member. Best practice for members is to make sure all CPAR addresses are in their address books to ensure mail delivery.**
2. The listing agent then has 2 business days from first notification to fix the error, or respond with permission for CPAR MLS to fix it for them. (Amended 6/22)
  - a. Note: All timelines are defined as business days which exclude weekends and federal holidays. if CPAR offices are closed, timeline continues on next business day.
3. During the 2 business day period, a minimum of 1 other notification must be made in order for the member to be fined. (Amended 9/23)
4. If on business day 3 the listing member has received a minimum of 2 notifications and has still not fixed the error, a \$100 fine is applied to their account, and the listing is deleted from the MLS. Once the member responds with how to fix the error, the listing is re-instated. (Amended 6/22)
5. Fines increase by \$50 for each subsequent offense of the same type. 2<sup>nd</sup> offense \$150, 3<sup>rd</sup> offense \$200, etc. Fine schedule to be reset after 3 years of no violations of the same offense.
6. Fines must be paid by the end of the current quarter or members access to the MLS will be suspended.
7. The first time a member receives a fine, they have the option of taking the MLS Basic course to waive the fine. This is noted in their Association Management System profile for future reference. Course option can only be utilized once in a 3 year period.
  - a. If the class option is chosen, it must be completed before quarterly due date or the fine will be imposed.
8. ALL Fine disputes must be presented to the MLS Committee.
9. Should errors occur on the same listing or property type by a member on the same day (i.e. 2 units in the same condo), these errors would be "grouped" as ONE error. NOT separate errors.
10. The following rules are also handled via automated processes, and will be fined according to the above policies:
  - a. Projected Close Date in the Past
  - b. No Photo on Listing
  - c. Invalid Room Size
11. If an error report is received that has contact information in the public remarks, photos, videos or virtual tours, CPAR MLS will:
  - a. Capture a screenshot of the error and save it.
  - b. Edit the listing to immediately remove the information.
  - c. Send the listing agent an email to inform them of the error, and that future contact info errors will be fined immediately.
  - d. Note the profile in the back end software, so if error happens again, the listing agent is fined \$250 immediately for future infractions.
  - e. Subsequent fines increase by \$50 per infraction.
12. Regarding reports of photos copied from a listing without permission: The first time an agent copies photos, Staff removes the photos and a warning is sent. The second time a \$500 fine is imposed. The third time a \$1000 fine is imposed. (Added 4/22)

13. A violation of Clear Cooperation and Coming Soon Rules are assessed a \$500 fine for the first violation, a \$1000 fine for the second violation, and a \$5000 fine plus a 30-day suspension of the subscriber's MLS account for any subsequent violations.

14. Failure to upload Multiple Listing Options for Sellers Disclosure & Authorization form for Coming Soon and Office Exclusive Listings will result in: a warning and requirement to upload the document within one business day for the first violation, a \$500 fine for the second violation, a \$1,000 fine for the third violation, and a \$5,000 fine with a 30-day MLS suspension for the fourth violation. (added 9/30/25)

Note: *Clear Cooperation and Coming Soon Rules are exempt from fine schedule and course option reset.*

15. Violations of the compensation rules (See Section 5) will be assessed as follows:

- a. First violation: CPAR staff removes the comment immediately and agent is issued a warning
- b. Second violation: \$500 fine
- c. Third violation: \$1000 fine
- d. Subsequent violation: \$5000 fine plus a 30-day suspension of the subscriber's MLS account

16. Violations of the Written Buyer Agreement rules (See Section 5.0.2) will be assessed a \$500 fine for the first violation, a \$1,000 fine for the second violation, and a \$5,000 fine plus a 30-day suspension of the subscriber's MLS account for any subsequent violations. **C**

## Section 9.7 – Copyright Infringed Photos

With reasonable proof of copyrighted photos being used without permission, CPARMLS shall immediately remove photos from the listing and contact the listing agent to resolve the issue. **C**

## Section 9.8 – Appeals

Appeals of decision by the MLS Committee as described in section 9.1 shall be heard by the Board of Directors and the decision by the Board of Directors shall be final. **C**

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

### **Section 10.0 - Confidentiality of MLS Information**

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

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

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

## **Section 11: Ownership of Compilations & Copyrights**

By the act of submitting any property listing content to the MLS, the participant represents and warrants that he/she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparable. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. (Amended 5/18)

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

**NOTE** 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 data base, card file, or any other format whatever.

### **Section 11.1 – Ownership**

All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Central Panhandle Association of REALTORS®, Inc. and in the copyrights therein, shall at all times remain vested in the Central Panhandle Association of REALTORS®, Inc. **R**

### **Section 11.2 – Display**

Each Participant shall be entitled to lease from the Central Panhandle Association of REALTORS®, Inc. a number of copies (IDX Feed) 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 copy of the rental fee set by the association.

**NOTE** This section shall not be construed to require the Participant to lease a copy of the MLS Compilation for any licensee (or licensed or certified appraiser) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS, and who does not, at any time, have access to nor use the MLS information or MLS facility of the Association.

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

## **Section 12: Use of Copyrighted MLS Compilations**

### **Section 12.0 - Distribution**

Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Association of REALTORS®, and shall not distribute any such copies to persons other than persons who are affiliated with such Participant as licensees or 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. Unauthorized dissemination of system access passwords is expressly prohibited. Use of information developed by or published by an Association's Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation", or "Membership" or any right of access to information developed by or published by an Association's Multiple Listing Service where access to such information is prohibited by law. (Amended 4/92) **R**

### **Section 12.1 - Display**

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

## Section 12.2 - Reproduction

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

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

### NOTE

It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term “reasonable” as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchasers’ decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus “reasonable” in number, shall include, but are not limited to, the total number of listings in the MLS Compilation, how closely the types of properties contained in such listings accord with the prospective purchaser’s expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the types of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser. **M**

## **Section 13: Use of MLS Information**

### **Section 13.0 – Limitation on Use of MLS Information**

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

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

"Based on information from Central Panhandle Association of REALTORS® MLS for the period (date) through (date)." (Amended 11/97) **M**

## **Section 14: Changes to Rules & Regulations**

### **Section 14.0 - Changes to Rules and Regulations**

Amendments to the Rules and Regulations of the Service shall be by a majority vote of the Members of the Multiple Listing Committee, subject to approval by the Board of Directors of the Association of REALTORS®. **M**

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

### **Section 15.0 – 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 relationship as MLS Participants subject to the following qualifications. (Amended 11/97)

- If all disputants are members of same Associations of REALTORS® or have their principal place of business within the same Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Board/Association of REALTORS®.
- If the disputants are members of different Boards/Associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different Boards/Associations 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 precludes Participants from agreeing to arbitrate before a particular Board/Association of REALTORS®. (Amended 11/98) **M**

#### **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. (Amended 10/17) **O**

## **Section 16: Standards of Conduct of 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. (Amended 1/04) ○

### **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**

Removed 2024


### **Standard 16.4**

MLS Participants shall not solicit a listing currently 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, open listing, 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 may 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 by them from the listing broker, through offers to cooperate made through Multiple Listing Services or through other offers of cooperation to refer listing broker's clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such as 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. (Amended 1/04) 

## Standard 16.9

MLS Participants are free to enter into contractual relationship 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

Removed 2024

## 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, 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. (Amended 1/04)

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing 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. (Amended 1/04) ○

## 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. (Amended 1/04) ○


## Standard 16.14

MLS Participants, acting as buyer or tenant 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 representative or broker not later than execution of a purchase agreement or lease. (Amended 1/04) ○


## 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. (Amended 08/24) ○

## Standard 16.16

MLS Participants, acting as representatives or brokers of sellers/landlords 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. (Amended 1/04) 

## 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 a Multiple Listing Service 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. (Amended 1/04) 

## Standard 16.18

Removed 2024

## 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. (Amended 1/04)

Before providing substantive services (such as writing 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 prospect's exclusive representatives or at the direction of prospects. (Amended 1/04) 

## 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 1/10) O

## Standard 16.21

Removed 2024

## 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 1/12) O

## Standard 16.23

MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. (Adopted 4/10) O

## Standard 16.24

MLS participants shall present a true picture in their advertising and representations to the public, including 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 use 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. otherwise mislead consumers, including use of misleading images. (Amended 1/13) O

## 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 4/10) **O**

## Section 17: Orientation

### Section 17.0 – 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 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 thirty (90) days after access has been provided. (Amended 11/04) **M**

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/17)

## **Section 18: Internet Data Exchange ("IDX")**

### **Section 18.0 - IDX Defined**

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

### **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) **M**

### **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) **M**

#### **Section 18.2.1**

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

#### **Section 18.2.2**

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

### Section 18.2.3

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

### Section 18.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right to sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each Participant. (Amended 11/21) **M**

### 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) **M**

### 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) **M**

### 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) **M**

## 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, orb.
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. *(Adopted 05/12).* **M**

## 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)* **M**

## 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)* **M**

## 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) **M**

## Section 18.2.12

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant 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”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. **M**

## 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., showing instructions and property security information) may not be displayed. (Amended 11/21) **O**

#### Section 18.3.1.1

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

#### Section 18.3.2 - Deleted May 2015

#### Section 18.3.3 - Deleted May 2017; moved to 18.2.12 May 2017

#### **Section 18.3.4** - Deleted October 2009

#### **Section 18.3.5**

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

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

#### **Section 18.3.7**

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

#### **Section 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, 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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17) ○

#### **Section 18.3.9**

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

#### **Section 18.3.10**

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

### Section 18.3.11 – Removed March 2007

### Section 18.3.12

Display of expired and withdrawn listings is prohibited. *(Amended 05/21)*

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

### Section 18.4

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

### Section 18.5

An agent may use IDX data on their own web site(s), after applying for and receiving approval to the data feed from any MLS that they are a subscriber. They shall never use a data feed that originates from an MLS that they are not a subscriber. An office may use IDX data on its own web site(s), after applying for and receiving approval to the data feed from any MLS that it is a Participant. This feed should not be used on any agent level web site. A company with multiple offices that spans multiple MLS areas may dump all data into one central database to be used on a Company web site, but they must apply for the feed and be clear that it is for the Company. This is to say that an office should not just apply for a feed and take it upon itself to give that feed to a parent company. If a company web site is going to have a method of registration of the customer to include the agent they have chosen to work with, then any search done by or saved by the customer should be automatically filtered by the MLS ID that the agent is a subscriber of. **C**

## **Section 19: Virtual Office Website (VOW) Rules for MLSs**

### **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 Virtual Office Websites, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.
- 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. **M**

## Section 19.2

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

## Section 19.3

- a. Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
  - i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agencies, 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. **M**

## Section 19.4

A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW. **M**

## Section 19.5

A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized 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. **M**

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

## Section 19.6

- a. A Participant's VOW shall not display 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. **M**

## Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

b. ☐ I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

\_\_\_\_\_  
initials of seller

## 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. 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." **M**

## Section 19.8

A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment. **M**

## Section 19.9

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

## Section 19.10

Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTOR<sup>®</sup> 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. **M**

## Section 19.11

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

## Section 19.12

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property. (*Amended 11/21*) **M**

## Section 19.13

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

## Section 19.14

A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant. (Adopted 1/09) **M**

## 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 type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- c. The seller's and occupant's name(s), phone number(s), or e-mail address(es)
- d. Sales price if sold information is not publicly accessible in the jurisdiction of the MLS (Amended 05/21)

*Note: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15e. must be omitted.*

## 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 **O**

## 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. **O**

## 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, the listing broker or agent, and the email or phone number provided by the listing participant 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. **O**

## Section 19.19

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

## Section 19.20

A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days. ○

## 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 within 48 hours. ○