

**Calaveras County Association of
Realtors
Multiple Listing Services Rules
Approved CAR May 2019**

Table of Contents

- 1. AUTHORITY**
- 2. PURPOSE**
- 3. MULTIPLE LISTING SERVICE COMMITTEE**
 - 3.1 Attendance
 - 3.2 Quorum
- 4. PARTICIPATION AND AUTHORIZED ACCESS**
 - 4.1 Participant
 - 4.1.1 Broker Participant
 - 4.1.2 Appraiser Participant
 - 4.1.3 Redundant Participant Qualifications
 - 4.2 Subscriber
 - 4.2.1 R.E Subscriber
 - 4.2.2 Appraiser Subscriber
 - 4.2.3 Redundant Subscriber Qualifications
 - 4.3 Clerical Users
 - 4.4 Notification of Licensees
 - 4.5 Participation Not Transferable
 - 4.6 Listing Broker Defined
 - 4.7 Cooperating Broker or Selling Broker Defined
 - 4.8 Appraiser Defined
 - 4.9 Denied Application
 - 4.10 Interim Training
- 5. MLS FEES AND CHARGES**
 - 5.1 Service Fees and Charges
 - 5.1.1 Initial Participation and/or Application Fee
 - 5.1.2 Recurring Participation Fee
 - 5.1.3 Listing Fee
 - 5.1.4 Book Fee
 - 5.1.5 Computer Access Fee
 - 5.1.6 Certification of Nonuse
 - 5.1.7 Clerical User
 - 5.1.8 Other Fees
 - 5.2 Responsibility for Fees
- 6. REGIONAL AND RECIPROCAL AGREEMENTS**
- 7. LISTING PROCEDURES**
 - 7.1 Listings Subject to Rules and Regulations of the Service
 - 7.2 Types of Listings; Responsibility for Classification
 - 7.2.1 Scope of Service; Limited Service Listings
 - 7.2.2 Scope of Service; MLS Entry- Only Listings
 - 7.2.3 Scope of Service; Legal Obligations
 - 7.3 Types of Properties; Responsibility Classification

- 7.4 Compliance with California and Federal Law
 - 7.4.1 Time Frame Definitions
- 7.5 Mandatory Submission
- 7.6 Exempt Listings
- 7.7 Service Area
- 7.8 Change of Listing Information
- 7.9 Withdrawal of Listing Prior to Expiration
- 7.10 Contingencies
- 7.11 Detail on Listings Filed With the Service
- 7.12 Unilateral Contractual Offer; Sub agency Optional
- 7.13 Acceptance of Contractual Offer
- 7.14 Consent to Act as Dual Agent
- 7.15 Estate Sale, Probate,, Bankruptcy and Lender Approval Listings
- 7.16 Changes to Offer of Compensation by Listing Broker to All Broker Participants
- 7.17 Broker Participant or R.E. Subscriber as Principal
- 7.18 Multiple Unit Properties
- 7.19 Expiration, Extension, and Renewal of Listings
 - 7.19.1 (Extension for Protected Buyer)
- 7.20 Listings of Participants or Subscribers Suspended, Expelled or Resigned
 - 7.20.1 Failure to Pay MLS Fees; Resignation
 - 7.20.2 Violation of MLS Rules
- 7.21 No Control of Commission Rates or Fees Charged by Participants
- 7.22 Dual or Variable Rate Commission Arrangements
- 7.23 Right of Listing Broker and Presentation of Counter Offers
- 7.24 Auction Listings
- 7.25 Co-Listings
- 7.26 Days on Market/Cumulative Days on Market Calculation
- 7.27 REO Disclosure
- 7.28 Short Sale (Lender Approval) Listings
- 8. DOCUMENTATION; PERMISSION; ACCURACY OF INFORMATION**
 - 8.1 Listing Agreement and Seller's Permission
 - 8.2 Written Documentation
 - 8.3 Accuracy of Information; Responsibility for Accuracy
 - 8.4 Input Defined
 - 8.5 Buyer, Seller, Purchase and Sale Defined
- 9. SELLING PROCEDURES**
 - 9.1 Showings and Negotiations
 - 9.2 Disclosing the Existence of Offers
 - 9.3 Availability to Show or Inspect
 - 9.4 Presentation of Offers
 - 9.5 Submission of Offers
 - 9.6 Right of Cooperating Broker in Presentation of Offer
 - 9.7 Change of Compensation Offer by Cooperating Broker

- 9.8 Cooperating Broker as a Purchaser
- 9.9 Presence of Participant or Subscriber
 - 9.9.1 Marketing Meetings and/or MLS Tours

10. REPORTING SALES AND OTHER INFORMATION TO THE SERVICE

- 10.1 Reporting of Sales
- 10.2 Removal of Listings for Refusal/Failure to Timely Report Status Changes
 - 10.2.1 Comps
- 10.3 Reporting Cancellation of Pending Sale
- 10.4 Refusal to Sell

11. OWNERSHIP OF MULTIPLE LISTING SERVICE COMPILATIONS AND COPYRIGHTS

- 11.1 MLS Compilation Defined
- 11.2 Active Listing MLS Compilation Defined
- 11.3 Comparable Data MLS Compilation Defined
- 11.4 Authority to Put Listings in MLS Compilation
- 11.5 Photographs/Images on the MLS
- 11.6 Copyright Ownership
- 11.7 Leasing of MLS Compilations
- 11.8 Database Preservation
- 11.9 Removal of and Responsibility for Content

12. PROHIBITIONS AND REQUIREMENTS

- 12.1 Notification of California Department of Real Estate (DRE) or California Office of Real Estate Appraiser (OREA)
- 12.2 Violations of the Law
- 12.3 Supervision of Licensees and Appraisers
- 12.4 Solicitation of Listing Filed with MLS
- 12.5 Misuse of Remarks
- 12.6 “For Sale” Signs
- 12.7 “Sold” Signs, Use of the Term “Sold” and Advertising Sold Listings
- 12.8 Advertising of Listings Filed with the MLS
 - 12.8.1 Advertising of Listing Printed Neighborhood Market Report
- 12.9 Limitations on Use of Association or MLS Information in Advertising
- 12.10 False or Misleading Advertising and Representations; True Picture Standard of Conduct
- 12.11 Use of MLS Information
- 12.12 Confidentiality of MLS Information
 - 12.12.1 Clerical Users
- 12.13 Access to Comparable and Statistical Information
- 12.14 Display
 - 12.14.1 Clerical Users
- 12.15 Reproduction
 - 12.15.1 Copies of Prospective Purchasers
 - 12.15.2 Information Prohibited from Reproduction/Confidential Fields

- 12.15.3 Copies of Appraisals
- 12.15.4 Downloading into Computers
- 12.15.5 Sold Information
- 12.16 Use of Active Listing Information on the Internet
 - 12.16.1 Registry of Authorized Participants and Subscribers
 - 12.16.2 Right to Charge for Download
 - 12.16.3 Listing Broker's Right to Opt Out of Internet Advertising of MLS Information
- 12.17 Website Name and Status Disclosure
- 12.18 Use of the Terms MLS and Multiple Listing Service
- 12.19 Virtual Office Websites ("VOW")
- 12.20 Applicability of Rules to MLS or Association
- 12.21 Participant and Subscriber Standards of Conduct

13. LOCKBOXES

- 13.1 Eligibility for Lockboxes
- 13.2 Key Use and Service
 - 13.2.1 Use of Lockbox Contents
 - 13.2.2 Lockbox Requirements
- 13.3 Temporary Keys
- 13.4 Accountability
- 13.5 Deemed Unaccountable
- 13.6 Written Authority
- 13.7 Listing Broker's Permission
- 13.8 Unaccountable Keys
- 13.9 Deposits
- 13.10 Rules Violations
- 13.11 Right to Limit Access
- 13.12 Removal

14. VIOLATIONS OF RULES AND REGULATIONS

- 14.1 Grounds for Disciplinary Action and Sanctions
- 14.2 Sanctions
- 14.3 Citation

15. PROCEDURES FOR MLS RULES HEARINGS

16. ARBITRATION

- 16.1 Mandatory Arbitration
- 16.2 Other Arbitration Agreements
- 16.3 Arbitration Between Association Members
- 16.4 Arbitration Involving Non-Association Members
- 16.5 Same Firm
- 16.6 Timing

17. NONPAYMENT OF MLS FEES

- 17.1 Nonpayment of MLS fees
- 17.2 Disputed Amounts
- 17.3 Reinstatement

18. CHANGES IN RULES AND REGULATIONS

Exhibit A: Vow Policy

Exhibit B: Certification of Nonuse (MLS Service Waiver)

Exhibit C: Fee Schedule

Exhibit D: Citation Policy

Exhibit E: Senti Lock System Agreement

Exhibit F: Clerical Users Agreement

Exhibit G: Intent to Suspend Services

Exhibit H: Verification of Receipt of CCAR MLS Rules

Calaveras County Multiple Listing Service Rules

1. Authority.

The Association of REALTORS® (“A.O.R.”) may maintain the use of licensed real estate brokers and salespersons, and licensed or certified appraisers, a Multiple Listing Service (hereinafter “Board of Directors”).

2. Purpose.

A Multiple Listing Service is a means by which authorized MLS Broker Participants establish legal relationships with other participants by making a blanket unilateral contractual offer of compensation and cooperation to other Broker Participants; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses and other valuations of real property for bonafide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlations and dissemination of listing information among the Participants so that they may better serve their clients, customers and the public. Entitlement to compensation is determined by the cooperating broker’s performance as a procuring cause of the sale or lease.

3. Multiple Listing Service Committee.

The MLS shall be governed by the Multiple Listing Service Committee (hereinafter “MLS Committee”) in accordance with the bylaws of the A.O.R. and such rules and regulations as adopted by the board of directors. All actions of the MLS Committee shall be subject to the approval of the Board of Directors.

3.1 Attendance. Any committee member who fails to attend three (3) consecutive regular or special meeting of the committee, without excuse acceptable to the Chairman of the Committee, shall be deemed to have resigned from the Committee and the vacancy shall be filed as provided for original appointees.

3.2 Quorum. A majority of the members of the Committee shall constitute a quorum. A majority of those present at a meeting shall be required for action.

4. Participation and Authorized Access.

4.1 Participant. A participant is any individual who applies and is accepted by the MLS, meets and continues to meet all of the following requirements of either a Broker Participant or Appraiser Participant as defined below in sections 4.1.1 and

4.1.1 Broker Participant. A Broker Participant is a Participant who meets the following requirements:

- A.)** The individual or corporation, for which the individual acts as a broker/officer, holds a valid California real estate broker’s license;
- B.)** The individual is a principle, partner, corporate officer, or branch office manager acting on behalf of a principle;
- C.)** The individual or corporation for which the individual acts as a broker offers and/or accepts compensation in the capacity of a real estate broker;
- D.)** The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;

- E.) The individual pays all applicable MLS fees; and
- F.) The individual has completed any required orientation program of no more than eight (8) classroom hours within thirty (30) days after access has been provided.

***Note:** Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm "offers and/or accepts compensation" means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit a MLS to deny participation based in the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law. The key is that the Participant or potential Participant actively endeavors to make or accept offers of good cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website ("VOW") [see Rule No. 12.19] (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. A MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "offer and/or accept compensation" only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so.

The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants.

4.1.2 Appraiser Participant. An Appraiser Participant is a Participant who meets all of the following requirements:

- A.) The individual holds a valid California Appraisers certification or license issued by the Bureau of Real Estate Appraisers ("BREAA") (also referred to as "Office" of Real Estate Appraisers or OREA);
- B.) The individual is a principle, partner, corporate officer, or branch office manager acting on behalf of a principle;

C.) The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;

D.) The individual pays all applicable MLS fees;

E.) The individual has completed any required orientation program of no more than eight (8) classroom hours within thirty (30) days after access has been provided.

4.1.3 Redundant Participation Qualifications. Participant type (broker or appraiser) must be selected during application for participation. A Participant with both a California Real Estate Broker's license and a California Appraiser's certification or license must join as a "Broker Participant" to be a listing broker under Section 4.6 or a buyer broker under Section 4.7.

4.2 Subscriber. A subscriber is an individual who applies and is accepted by the MLS, meets and continues to meet all of the following requirements of either a R.E. Subscriber or Appraiser Subscriber as defined below in sections 4.2.1 and 4.2.2:

4.2.1 R.E. Subscriber. A R.E. Subscriber is a Subscriber who meets all of the following requirements:

A.) The individual holds a valid California real estate salesperson's or broker's license;

B.) The individual is employed by or affiliated as an independent contractor with a Broker Participant;

C.) The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;

D.) The individual pays all applicable MLS fees;

E.) The individual has completed any required orientation program of no more than eight (8) classroom hours within thirty (30) days after access has been provided.

4.2.2 Appraiser Subscriber. An Appraiser Subscriber is a Subscriber who meets all of the following requirements:

A.) The individual holds a valid California real estate Appraisers certification of license issued by the BREAA;

B.) The individual is employed by or affiliated as an independent contractor with an Appraiser Participant;

C.) The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;

D.) The individual pays all applicable MLS fees;

E.) The individual has completed any required orientation program of no more than eight (8) classroom hours within thirty (30) days after access has been given.

4.2.3 Redundant Subscriber Qualifications. Subscriber type, real estate or appraiser, must correlate to the Participant type. A Subscriber who is both a California Real Estate Licensee and a California certified or licensed appraiser

must join as a R.E. Subscriber, unless their employing or affiliated Participant is an Appraiser Participant.

4.3 Clerical Users. Clerical users are individuals (whether licensed or unlicensed) under the direct supervision of an MLS Participant or Subscriber that perform only administrative and clerical tasks that do not require a real estate license or an Appraiser's certificate or license. Clerical Users may join the MLS through their employing Participant or Subscriber. The Participant shall be responsible for the conduct of the Clerical User. Clerical Users shall be linked in the system to at least one Participant. They may also be linked to a particular Subscriber. Each Participant and Subscriber shall provide the MLS with a list of all Clerical Users employed by or affiliated as independent contractors with the Participant or Subscriber and shall immediately notify the MLS of any changes, additions or deletions from the list. Clerical Users shall also be subject to the following requirements:

- A.) Clerical Users are given a unique passcode;
- B.) Clerical Users must have any fees paid in full;
- C.) Participant or Subscriber linked to the Clerical User may be fined, disciplined or terminated for Clerical User's misconduct;
- D.) Clerical Users shall sign a written agreement to abide by the rules and regulations of the MLS; and
- E.) Clerical Users shall complete any required orientation program of no more than eight (8) classroom hours within thirty (30) days after access has been provided.

4.4 Notification of Licensees. Each Participant shall provide the MLS with a list of all real estate licensees or certified or licensed Appraisers employed by or affiliated as independent contractors with such Participant or with such Participant's firm and shall immediately notify the MLS of any changes, additions or deletions from the list. This list shall include any licensees under any broker associate affiliated with the Participant.

4.5 Participation Not Transferable. Participation in the MLS is on an individual basis and may not be transferred or sold to any corporation, firm or other individual. Any reimbursement of MLS fees is a matter of negotiation between those transferring the business or determined by internal contract arrangement within the firm. However, providing the first Participant consents, the A.O.R. shall allow a firm to designate a different person as a Participant within the firm without initial participation fees. The A.O.R. may charge an administrative fee for this service or reassigning Participant within a firm.

4.6 Listing Broker Defined. For purposes of these MLS rules, a listing Broker Participant who is also a listing agent in accordance with Civil Code § 1086 et. Seq. who has obtained a written listing agreement by which the broker has been authorized to act as an agent to sell or lease the property or to find or obtain a buyer or lessee. Whenever these rules refer to the listing broker, the term shall include the R.E. Subscriber or a licensee retained by the listing broker but shall not relieve the listing broker of responsibility for the act or rule specified.

4.7 Buyer Broker Defined. For purposes of these MLS rules, a buyer broker is a Broker Participant who is also a buyer's agent in correspondence with Civil Code Section 1086 et. Seq. who acts in corporation with a listing broker to accept the offer of compensation and/or sub-agency to find or obtain a buyer or lessee. The buyer broker may be the agent of the buyer or, if sub-agency is offered and accepted, may be the agent of the seller. Whenever these rules refer to the buyer broker, the term shall include the R.E. Subscriber or licensee retained by the buyer broker but shall not relieve that Broker Participant of responsibility for the act or rule specified.

4.8 Appraiser Defined. For purposes of these MLS rules, an appraiser is an Appraiser Participant, Appraiser Subscriber, or a licensed or certified appraiser acting for the Appraiser Participant or Appraiser Subscriber. Whenever these rules refer to the appraiser, the term shall also include the Appraiser Subscriber, or a licensed or certified appraiser employed by or affiliated as an independent contractor with the firm that employs the appraiser but shall not relieve that Appraiser Participant of responsibility for the act or rule specified.

4.9 Denied Application. In the event an application for participation in the MLS is rejected by the MLS, the applicant, and his or her broker, if applicable, will be promptly notified on writing of the reason for the rejection. The broker shall have the right to respond in writing, and to request a hearing in accordance with the *California Code of Ethics and Arbitration manual*.

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

5. MLS Fees and Charges.

5.1 Service Fees and Charges. The MLS Committee, subject to approval of the Board of Directors, shall establish a schedule of MLS fees applicable to the MLS, which may include the following service fees and charges:

5.1.1 Initial Participation and/or Application Fee. Applicants or MLS services may be assessed initial participation and/or application fee.

5.1.2 Recurring Participation Fee. The recurring participation fee of each Broker Participant shall be an amount times the total number of (1) the Broker Participant of salespersons who have access to and use of the MLS, whether licensed as brokers or salespersons, who are employed by or affiliated as independent contractors with such Participant or the Participant's firm. If more than one principle broker in the same firm elects to be a Participant, the number of salespersons in the firm will only be used once in calculating the recurring participation fees. A Broker Participant is not obliged to pay recurring participation fees or other MLS fees and charges for real estate licensees affiliated with the Participant or the Participant's firm if such licensees work out of a

branch office of the Participant or the Participant's firm that does not participate in or otherwise use the MLS. The recurring participation fee of each Appraiser Participant shall be an amount times the total number of (1) the Appraiser Participant plus (2) the number of Appraisers who have access to and use of the MLS, who are employed by or affiliated as independent contractors with such Participant or the Participant's firm. If more than one principle Appraiser in the same firm elects to be a Participant, the number of Appraisers in the firm will only be used once in calculating the recurring participation fees. An Appraiser Participant is not obligated to pay recurring participation fees or other MLS fees and charges for licensed or certified Appraisers affiliated with the Participant of the Participant's firm if such Appraisers work out of a branch office of the Participant or the Participant's firm that does not participate in or otherwise use the MLS.

5.1.3 Listing Fee. A Broker Participant shall pay a listing fee for each listing submitted to the MLS staff for input.

5.1.4 Book Fees. The Participant shall be responsible for book fees for each MLS book the Participant wishes to lease. The Participant may not obtain more MLS books than the total number of Subscribers affiliated with the Participant.

5.1.5 Computer Access Fees. The recurring computer access fee for each Participant shall be an amount times the total number of Subscribers and salespersons licensed or certified as Appraisers, brokers or salespersons, who are employed by or affiliated as independent contractors with such Participant.

5.1.6 Certification of Nonuse. Participants may be relieved from payment under section 5.1.2 and 5.1.5 hereunder by certifying in writing to the MLS that a licensed or certified person in the office is engaged solely in activities that do not require a real estate license or certification (clerical, etc.), or that the real estate licensee or licensed or certified appraiser will not use the MLS or MLS compilation in any way. In the event a real estate licensee or licensed or appraiser is found in violation of the nonuse certification, the Participant and Subscriber may also be subject to any other sanction imposed for violation of MLS rules including, but not limited to, a citation and suspension or termination of participation rights and access to the service.

5.1.7 Clerical Users. Clerical Users may be assessed application fees, computer access fees and other fees. The Participant for the clerical user shall be responsible for all such fees.

5.1.8 Other Fees. Other fees that are reasonably related to the operation of the MLS may be adopted.

5.2 Other Fees. In the event the MLS allows for direct billing or payment by a Subscriber for MLS fees, such fees shall be the exclusive obligation of that Subscriber for LS fees, such fees shall be the exclusive obligation of that Subscriber regardless of whether such Subscriber for MLS fees, such fees shall be the responsibility of the Participant with whom the Subscriber was affiliated with at the time the MLS fees were incurred. This section does not preclude in any way the ability of the Participants to

pursue reimbursement of MLS fees from current or past Subscribers or to establish agreements with Subscribers regarding payments or reimbursement of MLS fees.

6. Regional and Reciprocal Agreements.

The MLS Committee may recommend, subject to the Board of Directors' approval, that the MLS enter into reciprocal or regional agreements with other Associations of REALTORS® or MLS Corporations owned solely reciprocal or regional agreements with other Associations of REALTORS® to allow the other MLS Participants and Subscribers of this service in exchange for comparable benefits to the Participants and Subscribers. In the event of such agreements, the Participants and Subscribers agree to abide by the respective rules of the other MLSs receiving and publishing a listing pursuant to such agreements and to abide by such rules when accessing the other MLS's databases.

7. Listing Procedures.

7.1 Listings Subject to Rules and Regulations of the Service. Any listing filed with the service is subject to the rules and regulations of the service.

7.2 Types of Listings; Responsibility for Classification. The service shall accept exclusive right to sell, seller reserved, open, and probate listings in accordance with California Civil Code Section 1086 et. Seq. that satisfy the requirements of these MLS rules. Exclusive right to sell listings that contain any exceptions whereby the owner need not pay a commission if the property is sold to particular individuals shall be classified for purposed of these rules as an exclusive right to sell listing, but the listing broker shall notify all Participants of the exceptions. It shall be the responsibility of the Broker Participant and R.E. Subscriber to properly classify the type of listing, and if necessary, obtain a legal opinion to determine the correct classification. By classifying the type of the listing, the listing broker certifies that the listing falls under the legal classification designated. The MLS shall have no affirmative responsibility to verify the listing type of any listing filed with the service. However, the MLS shall have the right to have legal counsel make a determination as to the classification of the listing type and if the listing broker does not reclassify it accordingly, the A.O.R. shall have the right to reject or remove any such listing that it determines falsely represents the classification of listing type.

7.2.1 Scope of Service: Limited Service Listings. Limited Service Listings are listings whereby the listing broker, pursuant to the listing agreement, will not provide one, or more, of the following services:

- A.)** provide buyer brokers with any additional information regarding the property not already displayed in the MLS but instead gives buyer brokers authority to contact the seller(s) directly for further information;
- B.)** accept and present to the seller(s) offers to purchase procured by buyer brokers but instead gives buyer brokers authority to present offers to purchase directly to the seller(s);
- C.)** advise the seller(s) as to the merits of offers to purchase;

D.) assist the seller(s) in developing communicating, or presenting counter-offers;
or

E.) participate on the seller(s) behalf in negotiations leading to the sale of the listed property.

F.) Said Limited Service listings will be identified with an appropriate code or symbol (e.g. “LS”) in MLS compilations so potential buyer brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential buyer brokers being asked to provide some or all of these services to listing broker’s clients, prior to initiating efforts to show or sell the property.

7.2.2 Scope of Service: MLS Entry-Only Listings. MLS Entry-Only listings are listings whereby the listing broker, pursuant to the listing agreement, will not provide any of the following services:

A.) provide buyer brokers with any additional information regarding the property not already displayed in the MLS but instead gives buyer brokers authority to contact the seller(s) directly for further information;

B.) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives buyer brokers authority to present offers to purchase directly to the seller(s);

C.) advise the seller(s) as to the merits of offers to purchase;

D.) assist the seller(s) in developing communicating, or presenting counter-offers;
or

E.) participate on the seller(s) behalf in negotiations leading to the sale of the listed property.

F.) Said MLS Entry-Only listings will be identified with an appropriate code or symbol (e.g. “EO”) in MLS compilations so potential buyer brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for buyer brokers being asked to provide some or all of these services to listing broker’s clients, prior to initiating efforts to show or sell the property.

7.2.3 Scope of Service; Legal Obligations. The scope of service classifications set forth in these rules do not alter any obligations otherwise imposed on real estate licensees under California law, including Department of Real Estate regulations, statutory al wans common law. The MLS’s acceptance or publication of listings eligible for MLS submission in no way constitutes a validation that said obligations have been met.

7.3 Types of Properties; Responsibility for Classification. The MLS shall accept listings that satisfy the requirements of these rules on the following types of property:

7.3.1 Residential/Ranch

7.3.2 Residential Income

7.3.3 Commercial/Industrial (improved/unimproved)

7.3.4 Business Opportunity

7.3.5 Lots/Acreage (unimproved)

7.3.6 Condominium

7.3.7 Manufactured Homes

7.3.8 Commercial Property (bare land). It shall be the responsibility of the Broker Participant and the R.E. Subscriber to properly classify the type of property listed, and if necessary, obtain a legal opinion to determine the correct classification. By classifying the type of property listed, the listing broker certifies that the listing falls under the classification designated. The MLS shall have no affirmative responsibility to verify the property type of any listing filed with the service. However, the MLS shall have the right to have legal counsel make a determination as to the classification of the property type and if the listing broker does not reclassify it accordingly, the A.O.R. shall have the right to reject or remove any such listing that it determines falsely represents the classification of property type of the listing. Submission of supPLICATE listings by the same Participant within the same property class is prohibited. Listings may only be placed in the MLS under one property classification.

7.4 Compliance with California and Federal Law. Notwithstanding any other provision of these MLS rules and regulations to the contrary, the service shall accept any listing that it is required to accept under California or Federal Law.

7.4.1 Time Frame Definitions. Unless otherwise expressly indicated, where compliance time frames set forth “days,” “days” mean calendar days; “days after” means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 p.m. on the final day; and “days prior” means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.

7.5 Mandatory Submission. Within 2 days after all necessary signatures of the seller(s) have been obtained on the listing or at the beginning date of the listing as specified in the contract, whichever is later, on any exclusive right to sell or seller reserved listing on one to four unit residential property and vacant lots located within the service area of the MLS, Broker Participants shall (1) input the listing to the service, or (2) submit a seller-signed exclusion in accordance with section 7.6 (exempt listings) to the service. All necessary signatures are those needed to create an enforceable listing, which generally means all named signatories to the listing agreements. In the event there are known additional property owners not made a signatory to the listing, listing broker shall disclose said fact on the service and state whether the listed seller will make the sale contingent on the consent of the additional property owners. In the event listing agent is prevented from complying with the 2-day time period due to seller’s delay in returning the signed listing agreement, listing broker must submit the listing to the service within 2 days of receipt back from seller. The MLS may require listing broker to present documentation to the service evidencing seller’s delay transmission. Only those listings that are within the service area of the MLS must be input. Open listings or listings of property located outside the MLS’s service area (see section 7.7) are not required by the service but may be input at the Broker Participant’s option.

7.6 Exempted Listings.

If the seller refuses to permit the listing to be disseminated by the service, the listing broker shall submit to the service a certification signed by the seller that the seller does not authorize the listing to be disseminated by the service. C.A.R. Standard Form SEL may be used for this certification, but in any event, said exclusion shall include an advisory to seller that, in keeping the listing off the MLS. (1) Real estate agents and brokers from other real estate offices, and their buyer clients, who have access to the MLS may not be aware seller's property is for sale, (2) seller's property will not be included in the MLS's download to various real estate internet sites that are used by the public to search for property listings, and (3) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which seller is marketing the property. [NOTE FOR THE FUTURE: Parallel language along the line of that set forth below will be added as an additional disclosure requirement under the Exempted Listing Rule once it and/or any other similar or related change is made to the SEL and goes into effect in the C.A.R. Standard Forms (the process of which is currently underway): and (4) the reduction in exposure of the listing may lower the number of offers made on the property and may adversely impact the overall price.]

7.7 Service Area. The MLS's service area shall be determined by the MLS Committee, subject to approval by the Board of Directors. If the A.O.R. has entered into regional MLS agreements or a regional MLS corporation with other MLSs and has enlarged the service area as part of the agreement or corporation, submission of the type of listings specified in section 7.5 is mandatory for the area covered by the combined service areas of the Associations signatory to the regional MLA agreement or part of the regional MLS corporation.

7.8 Change of Listing Information. Listing brokers shall input any change in listing information, including the listed price or other change in the original listing agreement, to the MLS within 2 days after the authorized change is received by the listing broker. By inputting such changes to the MLS, the listing broker represents that the listing agreements has been modified in writing to reflect such change or that the listing broker has obtained other legally sufficient written authorization to make such change. MLS tracking of price change information, if any, shall be classified as "non-confidential" for the purpose of allowing Participants and Subscribers to make such information available to clients or customers pursuant to Sections 12.15.1 (client copies) and 12.19 (VOWs). [Whether display of this field is permitted for advertising purposed, including IDX display set forth in Section 12.16, is at the discretion of the MLS].

7.9 Withdrawal of Listing Prior to Expiration. Listings of property must be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement if the listing broker has received written instructions from the seller to withdraw the listing from the MLS. Listing broker may withdraw any listing from the MLS 48 hours after providing seller with written notice of the broker's intention to withdraw the listing based on a dispute with the seller regarding the terms of the listing agreement. The MLS may require the listing broker to provide a copy of any notice of dispute or any written instructions from the seller. Sellers do not have the unilateral right to require the MLS to cancel any listing. However, the MLS reserves the right to remove a listing from the

MLS data base if the seller can document that his or her listing agreement with the listing broker has been terminated or is invalid. Withdrawal from the MLS with the seller's consent does not relieve the obligation of the listing broker to report the sale and sales price of it closes escrow while the seller is represented by the listing broker.

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

7.11 Detail on Listings Filed with Service. All listings input onto the MLS shall be complete in every detail including full gross listing price, listing expiration date, compensation offered to other Broker Participants and any other information required to be included as determined by the MLS Committee and approved by the Board of Directors. Listings that are incomplete shall be ineligible for publication in the MLS and subject to immediate removal.

7.12 Unilateral Contractual Offer; Sub-agency Optional. In filing a property with the MLS, the Broker Participant makes a blanket unilateral contractual offer of compensation to the other MLS Broker Participant to their services in selling the property. Except as set forth in Rule 7.15 below, a Broker Participant must specify some compensation to be paid to either a buyer's agent or a subagent and the offer of compensation must be stated in one, or a combination of, the following forms (1) a percentage of the gross selling price; or (2) a definite dollar amount. The amount of compensation offered through the MLS may not contain any provision that varies the amount of compensation offered based on conditions precedent or subsequent or on any performance, activity or event. In the event there are any service fees or administrative costs, etc. to be imposed on buyer's agent's compensation, any such reductions should be factored in as a reduced amount the listing broker initially offers to a buyer broker and may not be made a condition of the offer. Furthermore, the MLS reserves the right to remove a listing from the MLS data base that does not conform to the requirements of this section. At the Broker Participant's option, a Broker Participant may limit his or her offer of compensation to buyer's agents only, to subagents only, or make the offer of compensation to both. Any such limitations must be specified on the property data form and in the MLS. The amount of compensation offered to buyers' agents or subagents may be the same or different but must be clearly specified on the property data profile sheet. Broker Participants wishing to offer sub agency to other MLS Broker Participants must so specify on the property data profile sheet and on the MLS, otherwise, the offer of compensation does not constitute an offer of sub agency.

7.13 Acceptance of Contractual Offer. The Listing Broker Participant's Contractual offer (with or without sub agency) is accepted by the Buyer Broker Participant by procuring a buyer which ultimately results in the creation of a sales or lease contract. Payment of compensation by the listing Broker Participant to the Buyer Broker Participant under this section is contingent upon **either** (1) the final closing **or** (2) the Listing Broker Participant's receipt of monies resulting from the seller's or buyer's default of the underlying sales or lease contract. Notwithstanding this section, the listing broker and/or buyer broker shall still retain any remedies they may have against either the buyer or seller due to a default under the terms of the purchase agreement, listing

agreement or other specific contract. Any dispute between Participants arising out of this section shall be arbitrated under Section 16 of these rules and shall not be considered a MLS rules violation.

7.14 Consent to Act as Dual Agent. By offering compensation and/or sub-agency to Broker Participants, the listing broker is not automatically representing that the seller has consented to the buyer broker acting as a dual agent representing both the buyer and the seller. **No** buyer broker shall act as both an agent of the buyer and the seller without first contacting the listing broker and ascertaining that the seller has consented to such dual agency.

7.15 Estate Sale, Probate and Bankruptcy. Compensation offered through the MLS to buyer brokers on estate sale, probate or bankruptcy listings is for the amount published therein as long as the buyer broker produces the contract which is ultimately successful and confirmed by the court, if court confirmation is required. In the event the contract produced by the buyer broker is overbid in court and the overbid contract is confirmed, the original buyer broker shall receive the amount of compensation specified as “unconfirmed buyer broker’s compensation” or “u.b.b.” in the property data profile sheet and on the MLS. For estate sale or probate listings, the compensation offered through the service under these rules as this section shall be considered an agreement as referred to in California Probate Code Section 10165 and will therefore supersede any commission splits provided by statute when there is no agreement. This section contemplates that estate sale, probate and bankruptcy judges have broad probate or bankruptcy sale.

7.16 Changes to Offer of Compensation by Listing Broker to All Broker Participants. The listing broker may, from time to time, adjust the published compensation offered to all MLS Broker Participants with respect to any listing by changing the compensation offered on the MLS or providing written notice to the MLS of the change. Any change in compensation will be effective after the change is published in the MLS, either through electronic transmission or printed form, whichever occurs first. The listing broker may revoke or modify the offer of compensation in advance as to any individual Broker Participant in accordance with general contract principles but in no event shall the listing broker revoke or modify the offer of compensation without the buyer broker’s consent later than the time he buyer broker (a) physically delivers or transmits by fax or e-mail to the listing broker a signed offer from a prospective buyer to purchase the property for which the compensation has been offered through the MLS, or (b) notifies the listing broker in person or by telephone, fax or e-mail that the buyer broker is in possession of a signed offer through the MLS and is awaiting instructions from the listing broker as to the manner of presentation or delivery of that offer. Any independent advance revocations, modifications of the offer or agreements between real estate brokers are solely the responsibility of such brokers and shall not be submitted to, published by, or governed in any way by the service.

7.17 Broker Participant or R.E. Subscriber as Principle. If a listing broker has any interest in property, the listing of which is to be disseminated through the service, that person shall disclose that interest on the MLS.

7.18 Multiple Unit Properties. All properties which are to be sold or which may be sold separately must be indicated individually in the MLS and will be published separately. When part of a listed property has been sold, the listing broker shall input the appropriate changes on the MLS.

7.19 Expiration, Extension, and Renewal of Listings. Listings shall be changed to the appropriate off-market status on the expiration date specified on the listing unless the listing is extended or renewed by the listing broker. The listing broker shall obtain written authorization from the seller(s) before filing any extension or renewal of a listing. Any renewals or extensions received after the expiration date of the original listing shall be treated as a new listing. Any renewals or extensions received after the expiration date of the original listing shall be treated as a new listing and will be subject to any fees applicable to new listings. At any time for any reason, the MLS has the right to request a copy of the seller's written authorization to extend or renew a listing. If a listing broker is requested to provide a copy of such authorization and does not do so within 1 day after the request, the listing shall be subject to immediate removal from the MLS.

7.19.1 Extension for Protected Buyer. In the event a listing broker's listing has expired but a commission extension right for a protected buyer has been timely activated in the listing agreement and listing broker represents seller in said transaction, listing broker may be considered the "listing broker" for MLS reporting of sale as long as satisfactory documentation is presented to MLS.

7.20 Listings of Participants or Subscribers Suspended, Expelled or Resigned.

7.20.1 Failure to Pay MLS Fees; Resignation. When a Participant or Subscriber is suspended or expelled from the service for failure to pay MLS fees or charges, or if the Participant or Subscriber resigns from the service, the MLS shall cease to provide services to such Participant or Subscriber, including continued inclusion of listings in the MLS compilation of current listing information. In the event listings are removed from the MLS pursuant to this section, it shall be the sole responsibility of the Participant to notify the seller(s) that the property is no longer listed on the MLS.

7.20.2 Violation of MLS Rules. When a Participant or Subscriber is suspended or expelled from the service for a violation of the MLS rules and regulations, the MLS shall cease to provide services to such Participant or Subscriber except that the listings in the MLS at the time of suspension or expulsion shall, at the option of the suspended or expelled Participant, be retained on the MLS beyond the termination date of the listing agreement 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. In the event listings are removed from the MLS pursuant to this section, it shall be the responsibility of the Participant to notify the seller(s) that the property is no longer listed in the MLS. If a suspended or expelled Participant opts to keep listings in the MLS until sold, withdrawn or expired under this Section 7.20.2, the Participant must comply with all applicable MLS rules and regulations during such time or the MLS may immediately remove the listings from further display.

7.21 No Control of Commission Rates or Fees Charged by Participants. The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-Participants.

7.22 Dual or Variable Rate Commission Arrangements. The existence of a dual or variable commission arrangement shall be disclosed by the listings broker by a key, code or symbol as required by the MLS. A dual or variable rate commission arrangement is one in which the seller or owner agrees to pay a specified commission if the property is sold by the listing broker without assistance and a different commission if the sale results through the efforts of a buyer broker, or one in which the seller or owner agrees to pay a specified commission if the property is sold by the listing broker either with or without the assistance of a buying broker and different commission if the sales results through the efforts of a seller or owner. The listing broker shall, in response to inquiries from potential buyer brokers, disclose the differential that would result in wither a cooperative transaction or, alternatively, in sale that results through the efforts of the seller or owner. If the buying broker is representing a buyer or tenant, the cooperating broker must then disclose such information to his or her client before the client makes an offer to purchase or lease.

7.23 Right of Listing Broker and Presentation of Counter Offers. The listing broker has the right to participate in the presentation of any counter-offer made by the seller or lessor. The listing broker does not have the right to be present at any discussion or evaluation of a counter-offer by the purchase or lessee (except where the buyer broker is a subagent). However, if the purchaser or lessee gives written instructions to the buyer broker that the listing broker not be present when the counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

7.24 Auction Listings. Only auction listings which comply with these MLS Rules and Regulations, including, but not limited to Sections 7.12 and 7.13, may be submitted to the service. Auction listings entered into the MLS system shall have listing contracts as required under these rules be clearly labeled as auction listings and provide all the terms and conditions of the auction. Reserve auctions are not permitted on the MLS. Auctions listings shall further specify the following:

- A.) The list price, which shall be seller's minimum acceptable bid price;
- B.) The date, time and place of the auction;
- C.) All required procedures for Participants/Subscribers to register their representation of a potential bidder;
- D.) The amount of the buyer's premium, if any;
- E.) The time or manner in which potential bidders may inspect the listed property;
- F.) Whether or not the seller will accept a purchase offer prior to the scheduled auction; and
- G.) Any subsections B through G above shall not appear in a listing's public remarks.

7.25 Co-Listings. Only the listings of Participants and Subscribers will be accepted by the MLS. Inclusion of co-listings where the co-listing broker agent is not a Participant or Subscriber in the MLS is prohibited.

7.26 Days on Market/Cumulative Days on Market Calculation. The calculation of Days on Market (DOM) is based on the listing number assigned to the property by the MLS and is tied to the brokerage firm holding the listing. The calculation of Cumulative Days on Market (CDOM) is based on the Assessor's Parcel Number ("APN") until the earlier of a change of ownership or the property is not available for sale and no listing agreement is in effect for a period of 90 days or more. MLS tracking of this field, if any, shall be classified as "non-confidential" for the purpose of allowing Participants and Subscribers to make such information available to clients or customers pursuant to Sections 12.15.1 (client copies) and 12.19 (VOWs). [Whether display of this field is permitted for advertising purposes, including IDX display set forth in Section 12.16, is at the discretion of the MLS.]

7.27 REO Disclosures. Participants and Subscribers submitting foreclosures, bank-owned or real estate owned ("REO") listings to the service shall disclose said status upon submission of the listing to the service.

7.28 Short Sale (Lender Approval) Listings. Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing broker. This section does not allow Participants with short sale listings to place any reductions of the gross commission, short sale negotiator fees or other administrative costs of the transaction. Any reductions from the commission for such items, if any, should be factored in as a reduced amount the listing broker initially offers to a buyer broker and may not be made a condition of the offer.

8. Documentation; Permission; Accuracy of Information.

8.1 Listing Agreement and Seller's Permission. Prior to inputting a listing to the service, the listing broker shall obtain the written agreement of the seller expressly granting the listing broker authority to: (1) file the listing with the service for publication and dissemination to those authorized by the MLS; (2) act as an agent for the seller; (3) abide by the rules of the service; (4) provide timely notice of status changes on the listing to the service; (5) provide sales information including selling price to the service upon sale of the property for publication and dissemination to those authorized by the MLS and (6) publish sales information after the final closing of a sales transaction in accordance with these MLS rules (see section 10.1).

8.2 Written Documentation. Listing Brokers filing listings with the service shall have a written listing agreement with all necessary signatures in their possession. Only listings that create an agency relationship between the seller and the Broker Participant are eligible for submission to the service. By inputting a listing to the service, Broker Participants and R.E. Subscribers represent that they have in their possession such written agreements establishing agency and the represented type of listing agreement. The

service shall have the right to demand a copy of such written listing agreements and verify the listings existence and adequacy at any time. The service shall also have the right to demand a copy of seller's written authorization required under these rules. If the Broker Participant or R.E. Subscriber fails to provide documentation requested by the service within 1 day after the service's request, the service shall have the right to immediately withdraw any listings from the data base in addition to disciplining the Participant and Subscriber for a violation of MLS rules. All MLS complaints shall be in writing to the Association office, and signed by the Designated Broker.

8.3 Accuracy of Information; Responsibility for Accuracy. By inputting information into the MLS computer database, the listing broker represents that the information input is accurate to the best of the listing broker's knowledge. The listing broker shall use good faith efforts to determine the accuracy of the information and shall not submit or input information which the listing broker knows to be inaccurate. Upon receipt of the first publication or electronic transfer by the MLS of such information the listing broker shall make all necessary corrections. The MLS merely publishes the MLS information and has no affirmative responsibility to verify the accuracy of the MLS information. The MLS, however, reserves the right to require Participants and Subscribers to change their MLS information if the MLS is made aware of alleged inaccuracies in the MLS information and the MLS determines that such inaccuracies do in fact exist. The MLS also reserves the right to remove a listing that contains said inaccurate information from Participant or Subscriber is required to correct inaccurate information within 2 days after being notified of the inaccuracies by the MLS. If a Participant or Subscriber fails to make necessary or required corrections to their MLS information, the Participant and Subscriber shall indemnify and hold harmless the service for any claims, costs, damage or losses, including reasonable attorney fees and court costs, incurred by the MLS as a result of such failure. In no event will the MLS be liable to any MLS Participant, Subscriber or any other party for any indirect, special or consequential damages arising out of any information published in the MLS and all other damages shall be limited to an amount not to exceed the MLS fees paid by the listing broker.

8.4 Input Defined. All references or uses of the word "input" shall also include information which is submitted to the MLS for input in the MLS data base by the MLS staff, whether such information was provided to the MLS staff on a "property data form" or otherwise.

8.5 Buyer, Seller, Purchase and Sale Defined. All references to the buyer shall also include lessee. All references to the seller shall also include lessor. All references to a purchase shall also include a lease. All references to a sale shall also include a lease.

9. Selling Procedures.

9.1 Showings and Negotiations. Appointments for showings and negotiations with the seller for the purchase of listed property filed with the service shall be conducted through the listing broker except under the following circumstances:

A.) the listing broker gives the buyer broker specific authority to show and/or negotiable directly with the seller, or

B.) after reasonable effort and no less than 1 day after the buyer broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by the buyer broker by giving notice to all Participants through the MLS. In the event all showings and negotiations will be conducted solely by the seller, the listing broker shall clearly set forth such fact in the listing information published by the service.

9.2 Disclosing the Existence of Offers. Listing brokers, in response to inquiries from buyers or buyer brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or buyer broker.

9.3 Availability to Show or Inspect. Listing brokers shall not misrepresent the availability of access to show or inspect a listed property.

9.4 Presentation of Offers. The listing broker must make arrangements to present the offer as soon as possible, or give the buyer broker a satisfactory reason for not doing so. If a seller(s)/landlord(s) has directed that offers are not to be presented for any length of time, the seller's direction authorizing such arrangement shall be in writing, and listing broker shall provide clear and accurate notice of the date/time of presentation or offers as set forth in the written instruction to Participants and Subscribers in the MLS. In the event of a listing broker will not be participating in the presentation of offers, the listing broker shall clearly indicate this fact in the listing information published by the service.

9.5 Submission of Offers and Counter-Offer. The listing broker shall submit to the seller/landlord all offers until closing unless precluded by law, government rule or expressly instructed in writing by the seller/landlord otherwise. If requested by buyer broker in writing, listing broker shall provide buyer broker with listing broker's written verification that buyer broker's offer was presented (or a written notification that the seller has waived the obligation to have the offer presented), said verification to be provided to buyer broker within 3 days of buyer broker's request. The buyer broker acting for buyer/tenant, shall submit to buyer/tenant all offers and counter-offers until acceptance.

9.6 Right of Buyer Broker in Presentation of Offer. The buyer broker has the right to participate in the presentation of any offer to purchase he secures. The buyer broker does not have the right to be present at any discussion or evaluation of that offer by the seller and the listing broker. However, if the seller gives written instructions to the listing broker requesting that the buyer broker not be present when an offer the buyer broker secured is presented, the buyer broker shall convey the offer to the listing broker for presentation. In such event, the buyer broker shall have the right to receive a copy of the seller's written instructions from the listing broker. Nothing in this section diminishes or restricts the listing broker's right to control the establishment of appointments for offer presentations.

9.7 Change of Compensation Offer by Buyer Broker. The buyer broker shall not use the terms of an offer to purchase to attempt to modify the listing broker's offer of compensation nor make the submission of an executed offer to purchase contingent on

the listing broker's agreement to modify the offer of compensation. However, failure of a buyer broker to comply with this rule shall not relieve a listing broker of the obligation to submit all offers to the seller as required by Section 9.4.

9.8 Buyer Broker as a Purchaser. If a buyer broker wishes to acquire an interest in property listed with a listing broker, such contemplated interest shall be disclosed to the listing broker prior to the time an offer to purchase is submitted to the listing broker.

9.9 Physical Presence of Participant or Subscriber. A Participant or Subscriber must be physically present on the property at all times when providing access to a listed property unless the Seller has consented otherwise.

9.9.1 Marketing Meetings and/or MLS Tours. Marketing meetings and/or MLS tours for the participants and their subscribers shall be held at such time and place as may be fixed by the MLS Tour Areas at which time general marketing information may be disseminated to members. New participants and new subscribers shall not be allowed to attend MLS marketing meetings and/or MLS tours until they have made application and submitted their fees to the service. The MLS may provide a method for touring properties listed with the service and may provide for meetings of participants and subscribers, at such time and place it deems appropriate, to discuss the listings to be inspected. The purpose of these inspections is to provide participants and subscribers with an opportunity to tour, on a designated day, several property listings which are filed with the service. A home may be put on tour only once per year, no matter who has the property listed, unless major improvements have been made to the house. No property may be put on tour until the property has been listed on the MLS. Broker participants and R.E. subscribers submitting properties for MLS tour must have a R.E. licensed representative from their office present when property is entered. (NOTE: Nothing in these rules shall preclude the listing broker and cooperating broker from entering into a mutual agreement to change cooperative compensation.)

10. Reporting Sales and Other Information to the Service.

10.1 Reporting of Sales. Listings with accepted offers shall be reported to the MLS or input into the MLS database as "pending" within 2 days after the acceptance by the listing broker unless the negotiations were carried on under Section 9.1 (a) or (b), in which case, the cooperating broker shall notify the listing broker of the "pending" status within 2 days after the acceptance, whereby the listing broker shall then report or input the status change in the MLS within 2 days of receiving notice from the cooperating broker. The listing shall be published on the MLS as pending with no price or terms prior to the final closing. Upon final closing, the listing broker shall report or input the listing in the MLS as "sold" and report the selling price within 2 days after the final closing date unless the negotiations were carried on under Section 9.1 (a) or (b), in which case, the cooperating broker shall notify the listing broker of the "sold" status and selling price within 2 days after the final closing date, whereby the listing broker shall then report or input the status change and selling price to the MLS within 2 days of receiving notice

from the cooperating broker. Listings which were not input into the MLS as a result of the seller's instructions may be input into the MLS "sold" date at the listing broker's option.

10.1.1 Statuses. The definitions of the stages of property status are set forth as follows:

On-Market Statuses

- A.) Active (A):** A valid listing contract exists and no offer (with or without contingencies) has been accepted. This is an On-Market status.
- B.) Active Under Contract (U):** Offer accepted and either 1.) seller requests that property remain in an On-Market status and is looking for back-up offers, or 2.) the sale is subject to court or other third-party approval. This is an On-Market status.

Off-Market Statuses

- C.) Hold (H):** A valid listing contract is in effect, however, because of various reasons such as repairs, illness, guests, etc., the Seller has requested that temporarily there be no showings. This is an Off-Market Status.
- D.) Withdrawn (W):** A valid listing contract is in effect; however the property is no longer being marketed. This is an Off-Market status.
- E.) Pending (P):** The Seller has accepted an offer and is not soliciting further offers through the MLS. This is an Off-Market status.
- F.) Canceled (C):** The listing agreement has been canceled in writing. This is an Off-Market status.
- G.) Expired (X):** The listing agreement has expired. The time frame of the existing listing contract has run out. This is an Off-Market status.
- H.) Sold (S):** Escrow has closed. This is an Off-Market status.
- I.) Leased (L):** The property has been leased. This is an Off-Market status.

10.2 Reporting Sales. Listings with accepted offers shall be reported to the MLS or input into the MLS database by the listing broker as "pending" or "active under contract" within 2 days after the acceptance unless the negotiations were carried on under Section 9.1 (a) or (b), in which case, the buyer broker shall notify the listing broker of the "pending" or "active under contract" status within 2 days after the acceptance, whereby the listing broker shall then report or input the status change to the MLS within 2 days of receiving notice from the buyer broker. The listing shall be published on the MLS as "pending" or "active under contract" with no price or terms prior to the final closing. Upon final closing, the listing broker shall report or input the listing in the MLS as "sold" and report the selling price within 2 days after the final closing date unless negotiations were carried on under Section 9.1 (a) or (b), in which case, the buyer broker shall notify the listing broker of the "sold" status and selling price within 2 days after the final closing date, whereby the listing broker shall then report or input the status change and selling price to the MLS within 2 days of receiving notice from the buyer broker. Listings which were not input into the MLS as a result of the seller's instructions may be input into the MLS "sold" data at the listing broker's option.

10.2.1 Comps. Additionally, an MLS may accept the reporting of sales information solely for comp purposes about other properties which were not otherwise eligible for input into the MLS but are located in the MLS's primary geographic service area and "sold" by a MLS participant and/or subscriber who represented the underlying property owner (i.e. broker who represented the seller or broker who represented the buyer), as long as such reporting is authorized by the underlying property owner to the broker who represented it, (documentation of which must be presented to MLS, if requested by the MLS), and the circumstances of the representation are disclosed on the Service by the reporting participant or subscriber. Any discretionary submission of sales information must occur within 30 days after close of escrow.

10.3 Removal of Listings for Refusal/Failure to Timely Report Status Changes. The MLS is authorized to remove any listing from the MLS compilation of current listings where the Participant or Subscriber has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the Participant and/or Subscriber shall be advised of the intended removal, so the Participants and/or Subscriber can advise his or her client(s).

10.4 Reporting Cancellation of Pending Sales. The listing broker shall report the cancellation of any pending sale to the service within 1 day after the cancellation occurs, and the listing shall be reinstated immediately as long as there is still a valid listing.

10.5 Refusal to Sell. If the seller of any listed property filed with the 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.

11. Ownership of Multiple Listing Service Compilations and Copyrights.

11.1 MLS Compilation Defined. The term "MLS compilation" includes, but is not limited to, the MLS computer data base, all printouts of data from the MLS computer database, and all MLS publications, and all data and content there in, including but not limited to photographs, images (including maps), graphics, audio and video recordings, virtual tours, drawings, descriptions remarks, narratives, pricing information, statistics and other details or information related to listed property, all printouts of data and content from the MLS computer database, and all MLS publications. The MLS compilation is protected by all applicable intellectual property laws.

11.2 Active Listing MLS Compilation Defined. "Active listing MLS compilation" shall mean that portion of the MLS compilation which includes listings currently for sale and all other indexes and other information relating to the current listing information.

11.3 Comparable Data MLS Compilation Defined. "Comparable data MLS compilation" shall mean that portion of the MLS compilation that includes the off-market data, sold and appraisal information regarding properties that are not currently for sale and all indexes and information relating to the sold information compilation.

11.4 Authority to Put Listings in the MLS Compilation. By submitting any property listing data form to the MLS or inputting listing information into the MLS compilation, Participants and Subscribers represent and warrant that they have been authorized to

grant license and also thereby do grant authority for and license the A.O.R. to include the property listing data in its copyrighted MLS compilation. By submitting any property listing data form to the MLS, Participants and Subscribers represent and warrant that they have been authorized to report information about the sales, price and terms of a listing, have authority to grant and also thereby do grant authority for the A.O.R. to include the sold information in its copyrighted MLS compilation.

11.5 Photographs on the MLS. By submitting photographs to the MLS which were taken by the Participant and/or Subscriber, the submitting Participant and/or Subscriber grants the MLS and the other Participants and Subscribers the right to reproduce and display the photographs in accordance with these rules and regulations. By submitting photographs to the MLS, the Participant and/or Subscriber represents and warrants that he or she either owns the right to reproduce and display such photographs or has procured such rights from the appropriate party and has the authority to grant and hereby grants the MLS and other Participants and Subscribers the right to reproduce and display the photographs in accordance with these rules and regulations. Use of photographs by a subsequent listing agent requires prior written authorization from the originating listing agent or other appropriate party with the legal right to reproduce and display such photographs. Except by the MLS for purposes of protecting its rights under Section 11.6, branding of photographs, virtual tours or any other photographic representation with any information or additional images, including but not limited to photos displaying “for sale” signs posted on property, is prohibited. At least one (1) photo or graphic image accurately displaying the listed property (except where sellers expressly direct that photographs of their property not appear in MLS compilations) is required to be posted on the MLS within 3 days of submission of the listing in all categories other than business opportunity.

11.6 Copyright Ownership. All right, title, and interest in each copy of every MLS compilation created and copyrighted by the A.O.R., and in the copyrights therein, shall at all times remain vested in the A.O.R. The A.O.R. shall have the right to license such compilations or portions thereof to any entity pursuant to terms agreed upon by the Board of Directors.

11.7 Licensing of MLS Compilations. Each Participant shall be entitled to license from the A.O.R. the number of copies of each MLS compilation of active listing and comparable data information sufficient to provide the Participant and Subscriber with one copy of such MLS compilation. Participants and Subscribers shall acquire by such license only the right to use the MLS compilations in accordance with these rules. Clerical Users may have access to the information solely under the direction and supervision of the Participant or Subscriber. Clerical Users may not provide any MLS compilation or information to persons other than the Participant or the Subscriber under whom the clerical user is registered.

11.8 Database Preservation. No data may be removed from the MLS compilation other than by the service. Although a listing may be removed from display in the MLS compilation of current listing information, all data submitted to the MLS will remain in the database for historical and other purposes approved by the service.

11.9 Removal of and Responsibility for Content. The MLS has the right, but not the obligation, to reject, pull down, restrict publication of, access to or availability of content the MLS on good faith considers to be obscene lewd, lascivious, filthy, excessively violent, harassing, unlawful, or otherwise objectionable. Participants and Subscribers remain solely responsible and liable for the content they provide. In no case will any monitoring or removal of Participants' or Subscribers' content by the MLS make it responsible or liable for such content.

11.10 Indemnification; Limitation of Liability. Participant and Subscriber shall indemnify and hold harmless the service for any claims, costs, damage or losses, including reasonable attorney fees and court costs, incurred by the MLS resulting from or arising out of any content Participant and/or Subscriber submit to or in any way wrongfully reproduce from the Service. In no event will the MLS be liable to any MLS Participant, Subscriber, or any other party for indirect, special or consequential damages arising out of any information published in the MLS and all other damages shall be limited to an amount not to exceed the MLS fees paid by the listing broker.

12. Prohibitions and Requirements.

12.1 Notification of California Department of Real Estate (DRE) or California Bureau of Real Estate Appraisers (BREAA) Action. Participants and Subscribers are required to notify the MLS within 1 day after any final action taken by the DRE or BREAA against the Participant, Subscriber or any licensee affiliated with the Participant or Subscriber including, but not limited to any final decisions restricting, suspending or revoking a real estate license or Appraiser's certification or license of a Participant, the Participant's firm or corporation under which the Participant or Subscriber acts, or any licensee affiliated with the Participant or the Participant's firm or licensee or Appraiser who was affiliated with the Participant or Participant's firm at the time of the underlying act.

12.2 Violations of the Law. If a Participant, Subscriber, Appraiser or a licensee affiliated with a Participant or Subscriber commits a felony or a crime involving moral turpitude or violates the Real Estate Law or the laws relating to Appraisers, the Participant and Subscriber shall be in violation of this section. However, a Participant or Subscriber shall not be found to have violated the section unless the Participant, Subscriber, Appraiser or salesperson licensed to the Participant has been convicted, adjudged, or otherwise recorded as guilty by a final judgement of any court or competent jurisdiction of (1) a felony, or (2) a crime involving moral turpitude, or (3) on a determination by any court of competent jurisdiction, or official of the State of California authorized to make the determination, that the Participant, or Subscriber violated a provision of the California Real Estate Law or a Regulation of the Real Estate Commissioner or law relating to Appraisers.

12.3 Supervision of Licenses and Appraisers. In addition to the notification requirements of Paragraph 12.1, a Participant may not allow any licensee, under the Participant's license, whose license has been revoked, suspended or restricted by the DRE to use the MLS in any manner while the DRE discipline is in effect except that the

licensee may use the MLS under a restricted license providing such use is consistent with and does not violate such license restrictions.

12.4 Solicitation of Listing Filed with the MLS. Participants and Subscribers shall not solicit a listing filed with the service unless such solicitation is consistent with Article 16 of the N.A.R. Code of Ethics, its Standards of Practice and its Case Interpretations. The purpose of this section is to encourage sellers to permit their properties to be filed with the service by protecting them from being solicited through unwanted phone calls, visits and communications, prior to expiration of the listing, by brokers and sales persons seeking the listing upon its expiration. This section is also intended to encourage brokers to participate in the service by assuring them that other Participants and Subscribers will not attempt to persuade the seller to breach the listing agreement or to interfere with the listing broker's attempts to market the property. This section does not preclude solicitation of listings under circumstances otherwise permitted under Article 16 of the N.A.R. Code of Ethics, its Standards of Practice and its Case Interpretations.

12.5 Misuse of Remarks. Information in the public remarks shall only relate to the marketing, description and condition of the property. No contact information is permitted, including names, phone or fax numbers, email addresses or website addresses (including virtual tours and transaction tracking URLs). No showing instructions are permitted, including references to lockbox, alarm, gate or other security codes, or the occupancy of the property (a statement that the property shall be delivered vacant is not a violation of this section). No information directed toward real estate agents or brokers, including compensation or bonuses offered to buyer brokers may be shown in public remarks. No information other than the marketing, description and condition of the property is permitted. Participants and Subscribers may not use the remarks in a property data profile sheet or listing submitted to the MLS or inputted directly into the MLS database for purposes of disparaging other real estate agents or conveying information about other offices or for conveying any other information that does not directly relate to the marketing of the listing. By submitting remarks to the MLS, Participant and/or Subscriber represents and warrants he or she has the authority to grant, and hereby grants the MLS and the other Participants and Subscribers the right to reproduce and display the remarks in accordance with these rules. Copying of remarks by a subsequent listing agent for use in his or her own listing requires prior written authorization from the originating listing agent or other appropriate party with the legal right to reproduce and display such remarks.

12.6 "For Sale" Signs. Only the "For Sale" signs of the listing broker may be placed on the property.

12.7 "Sold" Signs, Use of the Term "Sold" and Advertising Sold Listings. Only Broker Participants or R.E. Subscribers who participated in the transaction as the listing broker or buyer broker may claim to have "sold" the property. Prior to closing, a buyer broker may post a "sold" sign on a property only with the consent of the listing broker. This section does not, however, prohibit any broker from advertising a permissible subset of allowable listing content regarding the properties that have sold in a neighborhood after the information regarding the properties has been published as long as the

advertisement does not imply the agent was involved in the transaction unless such is the case and as long as the advertisement otherwise presents a “true picture” as is meant under Article 12 of the N.A.R. Code of Ethics, its Standards of Practice and its Case Interpretations. Allowable listing content may include only those portions of the MLS compilation consisting of the following: property address (and whether attached or detached), status, price, number of bedrooms, number of bathrooms, number of garages (and whether attached or detached), square footage, lot size, year built, tract or developmental name, and if there is a pool. Display of other fields, as well as confidential information and photographs, is prohibited.

12.8 Advertising of Listing Field with the MLS. A listing shall not be advertised by any Participant or Subscriber, other than the listing broker, without the prior consent of the listing broker except as provided in Section 12.8.1 relating to the Printed Neighborhood Market Report and Sections 12.16 and 12.19 relating to display of listing on the internet.

12.8.1 Advertising of Listing in Printed Neighborhood Market Report.

Subject to the conditions set forth in (a) through (c) below, as well as throughout these rules, Participants and Subscribers may include the listings of others in their printed “Neighborhood Market Reports.” The “Neighborhood Market Report” is defined as an advertising and/or information sheet (typically appearing in the form of a postcard, flier, or newsletter) compiled by and/or for use by a licensee which sets forth a list of home activity in a particular neighborhood area.

Advertising appearing in newspapers, magazines or other classified forms is not included in the definition of “Neighborhood Market Report” and is not authorized by this Rule 12.8.1.

A.) Consent. The listing brokers’ consent for such advertising is presumed, in satisfaction of Rule 12.8, unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit others to advertise his listing in the “Neighborhood Market Report” (i.e. “opts out”) either on a blanket or listing by listing basis. Listing brokers that refuse to permit other Broker Participants or R.E. Subscribers to advertise their listings on a blanket basis may not display the listings of the other brokers’ listings in their own “Neighborhood Market Reports.” Even where listing brokers have given blanket authority for other Broker Participants and R.E. Subscribers to advertise their listings in the “Neighborhood Market Report,” such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited it. Participants and Subscribers are not permitted to include listings in their Neighborhood Market Report form which listing broker has opted out and will be responsible for verifying that they have permission to advertise all listings contained in their Neighborhood Market Reports.

B.) Listing Attribution. All listings in the “Neighborhood Market Report” must identify the name of the listing firm(s) and the name of the listing agent(s) in a manner designed to easily identify such listing firm(s)

or agent(s). Such identification shall be 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.

C.) Allowable Listing Content. Broker Participants and R.E. Subscribers may include only those portions of the MLS compilation consisting of the following: property address (and whether attached or detached), status, price, number of bedrooms, number of bathrooms, number of garages (and whether attached or detached), square footage, lot size, year built, tract or development name, and if there's a pool. Display of other fields, as well as confidential information and photographs, is prohibited.

12.9 Limitations on Use of Association or MLS Information in Advertising. Except as provided in Sections 12.7, 12.8, 12.11 and 12.15, truthful use of information from the MLS compilation of current listing information, from the A.O.R.'s "statistical report," or from any "sold" or "comparable" report of the A.O.R. or MLS for public mass media advertising by an MLS Participant or Subscriber or in other public representations for purposes of demonstrating market share is not prohibited. However, any print or non-print forms of advertising or other forms of public representations must clearly demonstrate the period of time over which such claims are based and must include the following, or subsequently similar, notice in a manner readily visible to consumers but not less than 7pt. type:

Based on the information from the _____/Association of REALTORS® (alternatively, from the _____ MLS) as of _____ (date the AOR/MLS data was obtained). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

12.10 False or Misleading Advertising and Representations; True Picture Standard of Conduct. Participants and Subscribers may not engage in false or misleading advertising, including, but not limited to, advertisements or representations regarding the Participant's or Subscriber's relationship to the service, about the service its self, or about any property listed with the service. MLS Participants and Subscribers 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 and Subscribers 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;
- E.) otherwise mislead consumers, including use of misleading images.

12.11 Use of MLS Information. In recognition that the purpose of the MLS is to market properties and offer compensation to other Broker Participants and R.E. Subscribers for the sole purpose of selling the property, and that sellers of properties filed with the service have not given permission to disseminate the information for any other purpose, Participants and Subscribers are expressly prohibited from using MLS information for any purpose other than to market property to bonafide prospective purchasers or to support market evaluations or appraisals as specifically allowed by Sections 12.14, 12.15, 12.16 and 12.19. Any use of MLS information inconsistent with these Sections is expressly prohibited. Nothing in this section, however, shall limit the A.O.R. from entering into licensing agreements with MLS Participants and Subscribers or other third parties for use of the MLS information.

12.12 Confidentiality of MLS Information. Any information provided by the service to the Participants and Subscribers shall be considered and treated as confidential by Participants and Subscribers and shall be for the exclusive use of the Participants and Subscribers for purposes described in Sections 2, 12.7, 12.11, 12.14, 12.15, 12.16, 12.19 and this section. Participants and Subscribers shall at all times maintain control over and responsibility for each copy of any MLS compilation leased to them by the A.O.R. and shall not distribute any such copies to persons other than Participants and Subscribers. Participants and Subscribers are responsible for the security of their passcodes and shall not give or allow use of or make available their passcodes to any person. Participants and Subscribers may reproduce or display the information provided in these rules.

12.12.1 Clerical Users. Clerical Users may have access to MLS information solely under the direction and supervision of the Participant or Subscriber. Clerical Users may not provide any MLS information to persons other than the Participant or Subscriber under whom they are registered. Access by Clerical Users to the data base is solely for clerical and administrative functions for the Participant or Subscriber under whom the clerical user is registered.

12.13 Access to Comparable and Statistical Information. A.O.R. members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development or building, but who do not participate in the service, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of A.O.R. members and individuals affiliated with A.O.R. members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise specified in these rules and regulations.

12.14 Display. Subject to Sections 12.15, 12.16 and 12.19, Broker Participants and R.E. Subscribers shall be permitted to display the MLS compilation in either electronic or printed format to specifically identified and bonafide 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. Broker Participants and R.E. Subscribers shall be permitted to display the MLS compilation in either

electronic or printed format to specifically identified and bonafide sellers or prospective sellers only in conjunction with their ordinary business activities in listing properties. Appraiser Participants and Appraiser Subscribers shall be permitted to display the MLS compilation to the person requesting the appraisal only in conjunction with their ordinary business activities of producing a written appraisal. Such displays under this section shall be only in the immediate presence of the MLS Participant or Subscriber.

12.14.1 Clerical Users. Clerical Users are expressly prohibited from displaying or distributing MLS information to anyone other than the Participant or Subscribers under whom the clerical user is registered.

12.15 Reproduction. “Reproduction” shall include, but not limited to, making photocopies, computer printouts, electronic transfers (including email), or downloading of MLS data or compilations. Participants and Subscribers or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof except as provided in Section 12.16, 12.19 and in the following limited circumstances:

12.15.1 Copies to Prospective Purchasers. Broker Participants and R.E. Subscribers may reproduce from the MLS compilation, and distribute to prospective real estate purchasers, copies of those portions of the MLS compilation consisting only of a description of the property, including the address, features, financing and price. Such “client copies” shall also comply with the following:

A.) Permissible MLS data may be augmented with additional data not otherwise prohibited from display, provided the source of any additional data is clearly identified.

B.) All listings provided shall identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

C.) No more than 100 current listings and 100 sold listing may be provided in response to any inquiry.

D.) A disclaimer statement shall be made in a manner readily visible to consumers but not less than 7pt. type, that contains the following, or subsequently similar, notice:

Based on information from the _____/Association of REALTORS® (alternatively, from the _____ MLS) as of ____ (date the AOR/MLS data was obtained). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

12.15.2 Information Prohibited from Reproduction/Confidential Fields.

Unless the Participant or Subscriber obtains prior written consent from the listing broker, the information reproduced pursuant to this section shall not include the following:

- A.) Property owner's name, phone number, and address (if different than the listed property);
- B.) Instructions or remarks intended for buyer brokers, including but not limited to showing instructions or security references (ex: lock box, burglar alarm or security system, vacancies) regarding the listed property;
- C.) Type of listing;
- D.) Compensation or bonuses offered to buyer brokers;
- E.) Expired or withdrawn listings;
- F.) Other information that goes beyond a description of the property.

12.15.3 Copies for Appraisals. Participants and Subscribers may reproduce from the MLS compilation, and attach to an appraisal as supporting documentation copies of those portions of the MLS compilation consisting only of such information on properties necessary to support a written appraisal or estimate of value on a particular property.

12.15.4 Downloading into Computers. Participants and Subscribers may download MLS information into a computer or computer system as long as:

- A.) Access to the computer or computer system receiving the information is strictly limited to authorized Participants, Subscribers and Clerical Users as defined in these rules; and
- B.) The information is only transmitted to the Participants, Subscribers and Clerical Users authorized to access the computer or computer system by these rules; and
- C.) The information is not reformatted or used to create another product except as may be used by the Participant or Subscriber who downloaded the data and such use strictly complies with sections 12.7, 12.11, 12.15, and 12.19.

12.15.5 Sold Information. Individuals legitimately in possession of current listing information, "sold" information, "comparables" or statistical information may utilize 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.

12.16 Use of Listing Information on Internet [Also known as Internet Data Exchange (IDX)]. "Internet Data Exchange" (IDX) is a means by which listing brokers permit limited electronic display of their active, pending and sold listings data, in accordance with the IDX rules set forth herein, by other participating Broker Participants

and R.E. Subscribers on websites and using applications for mobile devices that said participating Broker Participants and R.E. Subscribers control.

A.) Authorization. Subject to paragraphs (b) through (s) below, and notwithstanding anything in these rules and regulations to the contrary, Broker Participants and R.E. Subscribers may electronically display aggregated MLS active, pending and sold listing information through either downloading or by framing such information on the MLS or association public access website (if such a site is available). The MLS's download will include at least 3 years of publicly accessible sold listing data. "Publicly accessible" sold information as used in the IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records.

B.) Consent. The listing broker's consent for such internet display is presumed, in satisfaction of Rule 12.8, unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display in either on a blanket or on a listing-by-listing basis. Listing brokers that refuse to permit other Broker Participants or R.E. Subscribers to display their listing information on a blanket basis may not display MLS active listing information of other brokers' listings. Even where listing brokers have given blanket authority for other Broker Participants and R.E. Subscribers to partake in IDX display of their listings, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display.

C.) Control. Broker Participants and R.E. Subscribers may only partake in IDX display on websites and applications for mobile devices which they control. Under IDX policy, "control" means that Broker Participants and R.E. Subscribers must have the ability to add, delete, modify and update information as required by the IDX policy. All displays of IDX listings must also be under the actual and apparent control of the Broker Participant and/or R.E. Subscriber and must be presented to the public as being that Broker Participant's and/or R.E. Subscriber's display. Actual control requires that Broker Participants and R.E. Subscribers have developed the display or caused the display to be developed for themselves pursuant to an agreement giving the Broker Participant and/or R.E. Subscriber authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the Broker Participant's and/or R.E. Subscriber's display will understand the display is the Broker Participant's and/or R.E. Subscriber's, and that the display controlled by the Broker Participant and/or R.E. Subscriber.

D.) Display Content. Broker Participants and R.E. Subscribers shall not display confidential information fields, as determined by the MLS in the MLS's sole discretion, such as that information intended for buyer brokers rather than consumers.

E.) Listing Attribution. All IDX listing displays shall identify the name of the listing firm and the name of the listing agent in a manner designed to easily identify such listing firm or agent. Such identification shall be in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimum information (e.g. a one-line or thumbnail search result, 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.

F.) Modifications and Augmentations. Broker Participants and R.E. Subscribers shall not modify or manipulate information relating to other participant's listings. Broker Participants and R.E. Subscribers 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 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.

G.) Source and Update. Information displayed shall indicate the MLS as the source of the information being displayed and the most recent date updated. Displays of minimum information (e.g. a one-line or thumbnail search result, 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. Broker Participants and R.E. Subscribers shall update all downloads and refresh all MLS downloads and IDX displays automatically fed by those downloads. At least once every three (3) days.

H.) Usage. Broker Participants and R.E. Subscribers shall indicate on their displays that the information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. Displays of minimum information (e.g. a one-line or thumbnail search result, text message, "tweets," etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that indicate all required disclosures.

I.) Display Purpose. Broker Participants and R.E. Subscribers may not use IDX provided listings for any purpose other than display as provided in these rules. This does not require Broker Participants and R.E. Subscribers to prevent indexing of IDX listings by recognized search engines.

J.) Restricted Display. Listings, including property addresses, can be included in IDX display sellers have directed their listing brokers to withhold their listing or listings' property address from display on the internet (including, but not limited to, publicly-accessible websites or VOWs). This does not preclude listing participants or subscribers from displaying on their IDX sites or their other website(s) the listing or property address or consenting sellers.

K.) Selective Listing Display. Not all listings from the MLS must be displayed as long as any exclusion from display on Broker Participants' and R.E. Subscribers' IDX sites are based on objective criteria, e.g. type of property, listed price, listing status or geographical location. Selection of listing displayed on any IDX site must be independently made by each Participant.

L.) Restricted Access and Distribution. Sharing of the MLS compilation with any third party not authorized by the MLD is prohibited. 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.

M.) Brokerage Identification. Any IDX display controlled by a Broker Participant or R.E. Subscriber must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

N.) Co-Mingling. A Broker Participant or R.E. Subscriber may co-mingle listings through IDX from MLS with listings from other MLS sources in its IDX display, provided all such displays are consistent with these rules, IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. Co-mingling is the ability for a visitor to the website to execute a single property search of multiple IDX 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. Listings obtained from other MLSs must display the source from which each listing was obtained. Displays of minimum information (e.g. a one-line or thumbnail search result, text message, “tweet,” etc. of two (200) characters or less) are exempt from this requirement but only when linked directly to a display that indicates all required disclosures.

O.) Third Party Comments and Automated Value Estimates. Any IDX display controlled by a Broker Participant or R.E. Subscriber that (a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, shall disable or discontinue wither or both of those features as to the seller’s listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller had elected to have one or both of these features disabled or discontinued on all displays controlled by Broker Participants or R.E. Subscribers. Except for the foregoing and subject to section (o) below, a Broker Participant’s or R.E. Subscriber’s IDX display may communicate the Broker Participant’s or R.E. Subscriber’s professional judgement concerning any listing. Nothing shall prevent an IDX display from notifying its viewers that a particular feature has been disabled at the request of the seller.

P.) Making Corrections. Broker Participants and R.E. Subscribers shall maintain a means (e.g. e-mail address or telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of Broker Participants and R.E. Subscribers beyond that supplied by the MLS and that relates to a specific property. Broker Participants and R.E. Subscribers 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 that property explaining why the data or information is false. However, the Broker Participants and R.E. Subscribers shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgement.

Q.) Search Result Limitation. Broker Participants and R.E. Subscribers shall limit the number of listings that a viewer may view, retrieve, or download to not more than 100 in response to any inquiry.

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

S.) Disclaimer. Broker Participants and R.E. Subscribers shall indicate on their displays, in a manner readily visible to consumers but not less than 7pt type, the following, or substantially similar notice:

Based on information from the _____ /Association of REALTOR® (alternatively, from the _____ MLS) as of _____ (date the AOR/MLS data was obtained). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

12.16.1 Notification by Authorized Participants and Subscribers. Broker Participants and R.E. Subscribers partaking in the display IDX information of other brokers' listings pursuant to Section 12.16 must notify the MLS before displaying said IDX information and must give the MLS direct access as well as allow access for other MLS Participants for purposes of monitoring/ensuring compliance with applicable rules and policies.

12.16.2 Right to Charge for Download. The MLS has the right to charge the costs of adding or enhancing its downloading capacity to Broker Participants and R.E. Subscribers who request downloading or listing information pursuant to Section 12.16.

12.16.3 Listing Broker's Right to Opt Out of Internet Advertising of MLS Information. If the A.O.R. advertises MLS information on the Internet or licenses MLS information for advertising on the internet, the listing broker shall have the right to opt out of such advertising in accordance with the MLS's procedures for opting out. The listing broker also shall have the right to refuse to have listings displayed on a blanket basis or on a listing by listing basis in accordance with Section 12.16 by affirmatively notifying the MLS in accordance with the MLS procedures for opting out. Notwithstanding anything in these rules and regulations to the contrary, the A.O.R. to be made available to non-A.O.R. members.

12.17 Website Names and Status Disclosure. MLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of Subscribers affiliated with a Participant's firm shall disclose the firm's name and the Subscriber's state(s) of licensure in a reasonable and readily apparent manner.

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

12.19 Virtual Office Websites (“VOW”). [Coinciding NATIONAL ASSOCIATION OF REALTORS® VOW policy (“VOW Policy”) is adopted and incorporated herein and set forth in Exhibit A to these MLS Rules.]

12.19.1

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-principle broker or sales licensee affiliated with a Participant (i.e. Subscriber) may, with his or her Participant’s consent, operate a VOW. Any VOW of a Subscriber is subject to the Participant’s oversight, supervision, and accountability.

B.) As used in Section 12.19 of these rules, the term “Participant” includes a Participant’s affiliated non-principle brokers and sales licensees (i.e. Subscribers) – except when the term is used in the phrases “Participants consent” and “Participant’s oversight, supervision, and accountability.” References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a Subscriber, 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 12.19 of these rules, the term “MLS listing information” refers to active listing information and non-confidential pending and sold data provided by participants to the MLS and aggregated and distributed by the MLS to Participants.

12.19.2

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") as set forth in Rule 12.16.

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.

12.19.3

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:

- 1.** The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
- 2.** The Participant must obtain the name of, and a valid 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.
- 3.** The Participant must require each registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any email address is associated with only one user name and password.
- 4.** 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, username, 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 Registrants password.

B.) 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.

C.) The Participant shall require each registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:

1. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
2. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
3. That the Registrant has a bonafide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
4. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the Purchase or sale of and individual property;
5. That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database.

D.) 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 the 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 a mouse click.

E.) 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 the 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.

12.19.4 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-principle broker or sales licensee licensed with the Participant (i.e. subscriber), 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.

12.19.5 A Participant’s VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, “scraping,” and other unauthorized use of the 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.

(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.)

12.19.6

A.) A Participant's VOW shall not display listings or property addresses of any seller who had affirmatively directed the listing broker to withhold the seller's listing or property address from display in 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 the 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 substantially similar) provision:

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.

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

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

_____ Initials of Seller

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

12.19.7

A.) Subject to subsection (b), a Participant's VOW may allow third-parties (1.) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (2.) 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 Participant's websites Subject to the foregoing and to Section 12.19.8, a Participant's VOW may communicate the Participant's professional

judgement concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

12.19.8 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 judgement.

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

12.19.10 Except as provided in these rules, the VOW policy set forth in Exhibit A hereto 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.

12.19.11 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.

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

12.19.13 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 hereto and any other applicable MLS rules or policies.

12.19.14 A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

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

- A.) Expired or withdrawn listings.
- B.) The compensation offered to other MLS Participants.
- C.) The type of listing agreement (i.e. exclusive right to sell or reserve).
- D.) The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- E.) Instructions or remarks intended for buyer brokers only, such as those regarding showings or security of listed property.

12.19.16 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.

12.19.17 A Participant shall cause to be placed on his or her VOW in a manner readily visible to consumers but not less than 7pt type, the following, or substantially similar notice:

Based on information from the _____/Association of REALTORS® (alternatively, from the _____ MLS) as of _____ (date the AOR/MLS data was obtained). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

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

12.19.19 A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 100 sold listings in response to any inquiry.

12.19.20 A Participant shall require that Registrants' passwords be reconfirmed or changed no less than every 90 days.

12.19.21 A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated in 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 case of a VOW established and operated in 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.

12.19.22 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.

12.19.23 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.

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

12.19.25 Where 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.

12.20 Applicability of Rules to MLS or Association. Nothing in these rules shall limit the right of the A.O.R. or MLS to enter into licensing agreements with third parties for use of the MLS compilations or any portion thereof in accordance with terms approved by the Board of Directors.

12.21 Participant and Subscriber Standards of Conduct. The services that Participants and Subscribers 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, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate. Participants and Subscribers 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.

13. Lockboxes.

13.1 Eligibility for Lockboxes. MLS Participants and Subscribers are eligible for lockbox privileges if they otherwise qualify under this section. Clerical Users are not eligible for lockbox privileges. MLS Participants and Subscribers shall be eligible to hold a lockbox key provided:

A.) The key holder signs a lease agreement with the MLS.

B.) The Participant to which the key holder is licensed cosigns the lease agreement with the MLS.

C.) The key holder continues to comply with all MLS rules relating to lockbox keys.

D.) The key holder and Participant to whom the key holder is licensed remain eligible for MLS services.

13.2 Key Use and Service. Keys may not be used under any circumstances by anyone other than the key holder, including but not limited to, lending, borrowing or sharing keys with others. The MLS is not obligated to provide service on keys or lockboxes to individuals who are not the registered lessee or owner of the component. Keys may only be used for the purpose of facilitating the sale or lease of a listed property.

13.2.1 Use of Lockbox Contents. Participants and Subscribers shall at all times follow the showing instructions published in the MLS. Participants and Subscribers shall not remove contents of the lockbox for purposes other than showing the home and shall promptly return the contents to the lockbox upon

exiting the property. Participants and Subscribers shall keep lockbox contents in their possession at all times after the removal from the lockbox. The lockbox and/or contents shall not be removed from the property site without prior consent from the listing agent.

13.2.2 Lockbox Requirements. If any lockbox or other device giving access to On Market listed property for real estate professionals and/or service providers is authorized by the seller and/or occupant and is placed on or present on property listed through the service, such lockbox or device must be one that is approved offered through the local Association or MLS where the listing is submitted have been approved by the MLS. Unless expressly indicated otherwise by the MLS, for any other lockbox or device to be considered “MLS approved,” use of it must provide reasonable, timely access to listed property such that (1) it allows all participants and subscribers timely access to listed property by reliance solely on data submitted to and residing on the MLS; (2) complete, accurate and standalone instructions are provided for accessing the listed property in the appropriate agent section on the service; (3) it ensures that the lockbox or device will provide reasonable access to listed property with any information, code or key needed to access the contents of the lockbox or device to be made available or access to the property otherwise scheduled within four (4) hours initial contact in the event the lockbox or device requires the participating member to obtain additional information to enable access (ex: “call listing agent for entry code”) with said 4 hour response obligation in effect every day from 8am to 6pm. The MLS reserves the right to require that the device be submitted in advance for approval. The MLS also may revoke the approval and/or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. Failure to provide reasonable and timely access as required by this section will subject the listing agent to discipline and potential fines. More than one lockbox or access device may be used on a property as long as one of them is MLS-approved where the listing is submitted.

13.3 Temporary Keys. If the MLS uses electronic lockbox programmers or keypads, a Participant may purchase or lease additional programmers or keypads (the “responsible keyholder”) to be issued on a temporary basis to other keyholders in the Participant’s firm in the event their programmer or keypad becomes non-functional outside normal business hours or under circumstances where a replacement programmer or keypad is not reasonably available from the MLS. Whenever the Responsible Keyholder issues a temporary key, the Responsible Keyholder shall advise the MLS in writing within 2 days after said issuance that the programmer or keypad has been issued, to whom, and the date and time of issuance. The Responsible Keyholder shall also advise the MLS in writing within 2 days after possession of the previously issued programmer or keypad has been reassumed.

13.4 Accountability. Keyholders must account for keys at the time of any inventory conducted by the MLS or at any time requested by the A.O.R. Keyholders who cease to participate or subscribe to the MLS shall return all key(s) in their possession to the MLS.

Failure to return a key(s) will subject the keyholder and/or the keyholder's Participant to fines and penalties and to being responsible for all costs incurred by the MLS to secure the lockbox key system as a result of the failure to return the key(s).

13.5 Deemed Unaccountable. Keys shall be deemed unaccountable for if a keyholder refuses or is unable to demonstrate that the key is within the keyholder's physical control.

13.6 Written Authority. Participants and Subscribers shall not place a lockbox on a property without written authority from the seller and occupant if other than the seller. Inclusions in MLS compilations cannot be required as a condition of placing lockboxes on listed property.

13.7 Listing Broker's Permission. No Participant or Subscriber may enter a property with or without a lockbox without the listing broker's permission. Such permission may be granted by the listing broker by specifying permission to use the lockbox through the MLS. Appraiser Participants are expressly prohibited from using lockbox keys to enter a property without either the owner's or listing broker's permission.

13.8 Unaccountable Keys. Keyholders and Participants cosigning with a keyholder shall report lost, stolen or otherwise unaccountable keys to the A.O.R. immediately upon discovery.

13.9 Deposits. All keyholders shall be required to give the MLS deposits if there is a deposit schedule adopted by the MLS Committee and approved by the Board of Directors. Keyholders shall forfeit the deposits if the key is lost, stolen or unaccounted for. Keyholders shall not be entitled to any interest on their deposits. The MLS is not obligated to refund deposits to individuals who are not the registered lessee or owner of the key.

13.10 Rules Violations. Failure to abide by rules relating to lockboxes as set forth in this section or failure to abide by the key lease agreement may result in discipline as provided in section 14 and 15 of these rules, in addition to loss of or restriction on all lockbox and key privileges.

13.11 Right to Limit Access. The MLS reserves the right to refuse to issue a key or limit access to lockboxes if, in its sole discretion, it determines the security of the system would be compromised by issuing such keys or granting access to lockboxes.

13.12 Removal. The lockbox must be removed within one (1) day after the close of escrow or expiration/cancellation of the listing.

14. Violations of Rules and Regulations.

14.1 Grounds for Disciplinary Action and Sanctions. After a hearing by a hearing panel as provided in the California Code of Ethics and Arbitration Manual, the Board of Directors may take disciplinary action and impose sanctions against any Participant and Subscriber:

A.) For violation of any MLS rule;

B.) On the Participant's or Subscriber's being convicted, adjudged, or otherwise recorded as guilty by a final judgement of any court of competent jurisdiction, or official of the State of California authorized to make the determination, that the Participant or Subscriber violated a provision of the California Real Estate Law or a Regulation of the

Real Estate Commissioner or the laws relating to Appraisers or a regulation of the OREA.

C.) For any violation of subsection (a) by any person, including but not limited to a clerical user or a salesperson, who is not a Participant or Subscriber but is employed by or affiliated with such Participant or Subscriber and was providing real estate related services within the scope of the Participant's or Subscriber's license. Lack of knowledge by the Participant or Subscriber of such salesperson's conduct shall only go to mitigation of discipline imposed.

D.) For any violation of the N.A.R. Code of Ethics while a member of any Association of REALTORS®.

14.2 Sanctions. Sanctions or disciplinary action for violation of an MLS rule may consist of one or more of those specified in the California Code of Ethics and Arbitration Manual.

14.3 Citation. The MLS Committee, subject to approval of the Board of Directors, may implement a schedule of Section fines for certain MLS rules violations and direct staff to issue citations for the specified MLS rules violations and implement a procedure whereby the Participant and Subscriber receiving the citation may either pay the amount specified on the citation or request a full hearing in accordance with the procedures set forth in the California Code of Ethics and Arbitration Manual.

15. Procedures for MLS Rules Hearings.

All MLS rules hearings shall be processed in accordance with the California Code of Ethics and Arbitration Manual as from time to time amended which is hereby incorporated by reference. Failure to abide by the procedures of the California Code of Ethics and Arbitration Manual shall be a violation of these MLS rules.

16 Arbitration.

16.1 Mandatory Arbitration. By becoming and remaining a Participant or Subscriber in the MLS, each Participant and Subscriber agrees to submit disputes arising out of the real estate business which also arises out of, or is in conjunction with, any listing filed with the MLS or any appraisal, to binding arbitration with any other Participant or Subscriber of this MLS, or Participant or Subscribers of any other MLS who are authorized to have access to this MLS under section 6 of these rules. Such arbitrations shall be governed by the California Code of Ethics and Arbitration Manual as from time to time amended which is hereby incorporated by reference. This shall be deemed an arbitration agreement within the meaning of part 3. Title 9 of the California Code of Civil Procedures. Failure to submit to arbitration and abide by the arbitration award, including but not limited to timely payment of the arbitration award as provided herein shall be a violation of these MLS rules and subjects Participants and Subscribers to possible suspension from the MLS and/or other penalties.

16.2 Other Arbitration Agreements. Notwithstanding any other provision of these rules, if any Participant or Subscriber enters into an agreement (either before or after a dispute arises) with another Participant or Subscriber to arbitrate a dispute utilizing non-

association facilities, such persons are not bound to arbitrate the dispute covered by such agreement under these rules utilizing A.O.R. facilities.

16.3 Arbitration between Association Members. Notwithstanding any other provision of these rules:

A.) If all disputants are members of the same Association of REALTORS®, they shall arbitrate at that Association of REALTORS® in accordance with its rules.

B.) If the disputants are members of different Associations of REALTORS®, they shall arbitrate in accordance with any applicable regional or shared professional standards agreement. In the absence of such an agreement, the disputants remain obligated to arbitrate at the California Association of REALTORS® (“C.A.R.”) in accordance with the C.A.R. Interboard Arbitration Rules.

16.4 Arbitration Involving Non-Association Members. Notwithstanding any other provision of these rules:

A.) If all disputant are non-association members and they receive MLS services through the same A.O.R., they shall arbitrate at the A.O.R. unless the A.O.R. participates in a regional MLS, in which case, they shall arbitrate in accordance with any applicable regional agreements between the A.O.R. and the regional MLS.

B.) If one or more of the disputants are non-association members and all disputants receive MLS services through the same A.O.R., they shall arbitrate at the A.O.R. unless the A.O.R. participates in a regional MLS, in which case, they shall arbitrate in accordance with any applicable regional agreements between the A.O.R. and the regional MLS.

C.) If one or more of the disputants are non-association members and the disputants receive MLS services through different A.O.R.s and the A.O.R.s participate in a regional MLS, they shall arbitrate in accordance with any applicable regional agreements between the A.O.R.s and the regional MLS.

D.) In the absence of a regional agreement regarding the location of the arbitration, any dispute under subsection (a)-(c) may be conducted at any A.O.R. where the respondent(s) holds association membership or receives MLS services.

16.5 Same Firm. Arbitration between persons from the same firm shall not be available and is not mandated by these rules unless covered by arbitration rules relating to the obligations of A.O.R. members to arbitrate.

16.6 Timing. For purposes of this section 16, the duty to arbitrate shall be determined when facts giving rise to the dispute occurred. Therefore, a Participant or Subscriber shall have a duty to arbitrate if the person was an MLS Participant or Subscriber when facts giving rise to the dispute occurred. Termination of MLS participation or subscription shall not relieve the arbitration duty under this section for disputes that arose when the person was an MLS Participant or Subscriber. Requests for arbitration must be filed within one hundred and eighty (180) days after the closing of the transaction, if any, or after the facts constituting to matter could have been known in the exercise of reasonable diligence, whichever is later.

17. Non-Payment of MLS Fees.

17.1 Non-payment of MLS Fees. If MLS fees, fines, charges or other amounts owed to the MLS are not paid within one month after the due date, the nonpaying Participant and/or Subscriber's MLS services shall be subject to suspension until such outstanding amount are paid in full. The MLS may suspend MLS services under this section provided the MLS gives the Participant and/or Subscriber at least twenty (20) calendar days prior notice of the proposed suspension date. Such notice may be included with the original billing statement for MLS fees, fines or charges or any time thereafter. In the event the amounts owed remain unpaid for three months after the due date, the nonpaying Participant and/or Subscriber's MLS services shall automatically terminate regardless if notice of such termination is given.

17.2 Disputed Amounts. If a Participant and/or Subscriber disputes the accuracy of amount owed, the Participant and/or Subscriber may request a hearing before the Board of Directors. In order to request such a hearing, the Participant and/or Subscriber must first pay the disputed amount in whole which may be refunded in whole or part in accordance with the Board of Directors' determination. Hearings under this section shall be conducted in accordance with the California Code of Ethics and Arbitration Manual. In the event the Board of Directors confirms the accuracy of the amount owed, the Participant and/or Subscriber shall also be subject to paying interest at the rate of ten (10%) per annum on such past due amounts.

17.3 Reinstatement. Any Participant and/or Subscriber whose MLS services have been terminated for nonpayment of MLS fees may reapply for participation in the MLS. However, prior to being granted access, such Participant and/or Subscriber must pay all fees applicable to new applicants and all past due amounts owed, including paying interest at the rate of ten (10%) per annum on such past due amounts.

18. Changes in Rules and Regulations.

The rules and regulations of the MLS may be amended by a two-thirds vote of all members of the MLS Committee, subject to approval by the Board of Directors. Any changes to these rules and regulations which are mandated by the National Association of REALTORS® shall automatically be incorporated into these rules and regulations and do not require MLS Committee or Board of Directors approval.

Calaveras County Association of Realtors MLS

Rules Exhibit A

National Association of REALTORS® VOW Policy ("VOW Policy")

Policy governing use of MLS data in connection with internet brokerage services offered by MLS Participants ("Virtual Office Websites").

1.) Definitions and Scope of Policy.

- 1.) For purposes of this Policy, the term Virtual Office Website ("VOW") refers to a Participant's Internet website, or a feature of a Participant's Internet 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 data, subject to the Participant's oversight, supervision, and accountability.

A.) A Participant may designate an Affiliated VOW Partner ("AVP") to operate on behalf of the Participant, subject to the Participant's supervision and accountability and the terms of this Policy.

B.) A non-principle broker or sales licensee, affiliated with a Participant, may, with the Participant's consent, operate a VOW or have a VOW operated on its behalf by an AVP. Such a VOW is subject to the Participant's supervision and accountability and the terms of this Policy.

C.) Each use of the term "Participant" in this Policy shall also include a Participant's non-principle brokers and sales licensees (with the exception of references in this section to the "Participant's consent" and the "Participant's supervision and accountability," and in section 3.10.a, below, to the "Participant acknowledges"). Each reference to "VOW" or "VOWs" herein refers to all VOWs, whether operated by a Participant, by a non-principle broker or sales licensee, or by an AVP.

- 2.) The right to display listings in response to consumer searches is limited to display of MLS data supplied by the MLS(s) in which the Participant has participatory rights. This does not preclude a firm with offices participating in different MLSs from operating a master website with links to such offices' VOWs.
- 3.) Participants' internet websites, including those operated for Participants by AVPs, may also provide other features, information, or services in addition to VOWs (including the Internet Data Exchange ("IDX") function).
- 4.) The display of listing information on a VOW does not require separate permission from the Participant whose listings will be available on the VOW.
- 5.) Except as permitted in sections 3 and 4, MLS may not adopt rules or regulations that conflict with this Policy or that otherwise restrict the operation of VOWs by Participants.

2.) Policies Applicable to Participants' VOWs.

- 1.) A Participant may provide brokerage services via a VOW that include making MLS active listing data available, but only to consumers with whom the Participant has first established a lawful consumer-broker relationship, including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreement(s).
- 2.) A Participant's VOW must obtain the identity of each Registrant and obtain each Registrant's agreement to Terms of Use of the VOW, as follows:
 - A.) A Registrant must provide his or her name and a valid email address. 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 (c) below). The Registrant may be permitted to access to VOW only after the Participation has verified that he email address provided is valid and that the Registrant received the Terms of Use confirmation.

- B.)** The Registrant must supply a user name and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and retrieve information from the MLS database via the VOW. The user name and password may be established by the Registrant or may be supplied by the Participant, at the option of the Participant. An email address may be associated with only one user name and password. The Registrant's password and access must expire on a date certain but may be renewed. The Participant must at all times maintain a record of the names and email addresses supplied by the Registrant, and the username and current password of each Registrant. Such records must be kept for not less than 180 days after the expiration of the validity of the Registrant's password. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by one or more Registrants, the Participant shall, upon request, provide to the MLS a copy of the record of the name, email address, username, current password, and audit trail, if required, of any Registrant identified by the MLS to be suspected of involvement in the violation.
- C.)** The Registrant must be required affirmatively to express agreement to a "Terms of Use" provision that requires the Registrant to open and review an agreement that provides at least the following:
- That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
 - That all data obtained from the VOW is intended only for the Registrant's personal, non-commercial use;
 - That the Registrant has a bonafide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
 - That the Registrant will not copy, redistribute, or retransmit any of the data or information (exhibit A, page 3) provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property;
 - That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database. After the Registrant has opened for viewing the Terms of Use agreement, a "mouse click" is sufficient to acknowledge agreement to those terms. 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. The Terms of Use agreement shall also expressly authorize the MLS, and other MLS Participants or their duty authorized representatives, to access the VOW for the purposes of

verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW.

- D.)** An 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.
- 3.)** 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 properties displayed on the VOW. The Participant, or non-principle 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.
- 4.)** A Participant's VOW must protect the MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.
- 5.)** A Participant's VOW must comply with the following additional requirements:
- A.)** No VOW shall display listing or property address of any seller who have affirmatively directed its listing broker to withhold its listing or property address from display on the Internet. The listing broker or agent shall communicate to the MLS that a 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 listing or property address of a seller who has determined not to have the listing or address for its 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 conforms to the form attached to this policy as Appendix A. The Participant shall retain such forms for at least one year from the date they are signed
- C.)** With respect to any VOW that:
- 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;
 - Displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, the VOW shall disable or discontinue either or both of those features as to the seller's listing 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 Participant's websites. Except for the foregoing and subject to

subparagraph (d) below, a Participant's VOW may communicate the Participant's professional judgement concerning any listing. Nothing shall prevent a VOW from notifying its customers that a particular feature has been disabled "at the request of the seller."

- D.) A VOW shall maintain a means (e.g. email address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the VOW operator beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The VOW operator 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 that property explaining why the data or information is false. However, the VOW operator shall not be obligated to remove or correct any data information that simply reflects good faith opinion, advice, or professional judgement.
 - E.) Each VOW shall refresh MLS data available on the VOW not less frequently than every 3 days.
 - F.) Except as provided elsewhere in this policy or in MLS rules and regulations, no portion of the MLS database may be distributed, provided, or made accessible to any person or entity.
 - G.) Every VOW must display a privacy policy that informs Registrants of the ways in which information obtained from them will be used.
 - H.) A VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by a listing broker, or whether the listing broker is a REALTOR®.
- 6.) A Participant who intends to operate a VOW 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 this policy and any other applicable MLS rules or policies.
 - 7.) A Participant may operate more than one VOW itself or through an AVP. A Participant who operates a VOW itself shall not be precluded from also operating VOWs in conjunction with AVPs.

3.) Policies Applicable to Multiple Listing Services.

- 1.) A Multiple Listing Service shall permit MLS Participants to operate VOWs, or to have VOWs operated for them by AVPs, subject to the requirements of state law and this policy.
- 2.) An MLS shall, if requested by a Participant, provide basic "downloading" of all MLS non-confidential listing data, including without limitation address fields, listing types, photographs, and links to virtual tours. Confidential data includes only that which Participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in paragraph 4.1 of this policy, provided that sold data (i.e. listing information relating to properties that have sold) shall be deemed confidential and withheld from a

- download only if the actual sales prices of completed transactions are not accessible from and withheld from a download only if the actual sales price of completed transactions are not accessible from public records. For purposes of this policy, “downloading” means electronic transmission of data from MLS servers to a Participant’s or AVP’s server on a persistent basis. An MLS may also offer a transient download. In such case, it shall also, if requested, provide a persistent download, provided that it may impose on users of such download the approximate additional costs incurred by it to do so.
- 3.) This policy does not require an MLS to establish publicly accessible sites displaying Participant’s listings.
 - 4.) If an MLS provides a VOW-specific feed, that feed must include all of the non-confidential data included in the feed described in paragraph 2 above except for listings or property addresses of sellers who have elected not to have their listings or addresses displayed on the internet.
 - 5.) An MLS may pass on to those Participants who will download listing information the reasonably estimated costs incurred by the MLS in adding or enhancing its “downloading” capacity to enable such Participants to operate VOWs.
 - 6.) An MLS may require that Participants (1.) utilize appropriate security protection, such as firewalls, as long as such requirement does not impose security obligations greater than those employed concurrently by the MLS, and/or (2) maintain an audit trail of Registrants’ activity on the VOW has caused or permitted a breach in the security of the data or a violation of applicable MLS rules.
 - 7.) An MLS may not prohibit or regulate display of advertising or the identification of entities on VOWs (“branding” or “co-branding”), except to prohibit deceptive or misleading advertising or co-branding. For purposes of this provision, co-branding will be presumed not to be deceptive or misleading of the Participant’s logo and contact information (or that of at least one Participant, in case of a VOW established and operated by or for 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.
 - 8.) Except as provided in this Policy, an MLS may not prohibit Participants from enhancing their VOWs by providing information obtained from sources other than the MLS, additional technological services (such as mapping functionality), or information derived from non-confidential MLS data (such as an estimated monthly payment derived from the listed price) or regulate the use or display of such information or technological services on any VOW.
 - 9.) Except as provided in generally applicable rules or policies (such as the Realtor® Code of Ethics), an MLS may not restrict the format of data display on a VOW or regulate the appearance of VOWs.
 - 10.) Subject to the provisions below, an MLS shall make MLS listing data available to an AVP for the exclusive purpose of operating a VOW on behalf of a Participant. An MLS shall make MLS listing data available to an AVP under the same terms and

conditions as those applicable to Participants. No AVP has independent participation rights in the MLS by virtue of its right to receive data in behalf of a Participant, or the right to use MLS data except in connection with operation of a VOW for a Participant. AVP access to MLS data is derivative of the rights of the Participant on whose behalf the AVP is downloading data.

- A.)** A Participant, non-principle broker or sales licensee, or AVP may establish the AVP's right to receive and use MLS data by providing to the MLS a writing in which the Participant acknowledges it's or its non-principle broker's or sales licensee's selection of the AVP to operate a VOW on its behalf.
- B.)** An MLS may not charge an AVP, or a Participant on whose behalf an AVP operates a VOW, more than a Participant that chooses to operate a VOW itself (including any fees or costs associated with a license to receive MLS data, as described in (g) below), except to the extent that the MLS incurs greater costs in providing listing data to the AVP than the MLS incurs in providing listing data to a Participant.
- C.)** An MLS may not place data security requirements or restrictions on use of MLS listing data by an AVP that are not also imposed on Participants.
- D.)** An MLS must permit an AVP to download listing information in the same manner (e.g. via a RETS feed or via a FTP download), at the same times and with the same frequency that the MLS permits Participants to download listing information.
- E.)** An MLS may not refuse to deal directly with an AVP in order to resolve technical problems with the data feed. However, the MLS may require that the Participant in such communications if the MLS reasonably believes that the involvement of the Participant would be helpful in order to resolve the problem.
- F.)** An MLS may not condition an AVP's access to a data feed on the financial terms on which the AVP provides the site for the Participant.
- G.)** An MLS may require Participants and AVPs to execute license or similar agreements sufficient to ensure the Participants and AVPs understand and agree that data provided by the MLS may be used only to establish and operate a VOW on behalf of the Participant and not for any other purpose.
- H.)** An MLS may not (1) prohibit an AVP from operating VOWs on behalf of more than one Participant, and several Participants may designate an AVP to operate a single VOW for them collectively, (2) limit the number of entities that Participants may designate as AVPs for purposes of operating VOWs, or (3) prohibit Participants from designating particular entities as AVPs except that, if an AVP's access has been suspended or terminated by an MLS, that MLS may prevent an entity from being designated an AVP by another Participant during the period of the AVP's suspension or termination.

- I.) Except as stated below, an MLS may not suspend or terminate an AVP's access to data (a) for reasons other than those that would allow an MLS to suspend or terminate a Participant's access to data, or (b) without giving the AVP and the associated Participant(s) prior notice and the process set forth in the applicable provisions of the MLS rules for suspension or termination of a Participant's access. Notwithstanding the foregoing, an MLS may immediately terminate an AVP's access to data (a) if the AVP is no longer designated to provide VOW services to any Participant, (b) if the Participant for whom the AVP operates a VOW ceases to maintain its status with the MLS, (c) if the AVP has downloaded data in a manner not authorized for Participants and that hinders the ability of Participants to download data, or (d) if the associated Participant or AVP has failed to make required payments to the MLS in accordance with the MLS's generally applicable payment policies and practices.
- 11.) An MLS may not prohibit, restrict, or impede a Participant from referring Registrants to any person or from obtaining a fee for such referral.
- 4.) Requirements that MLSs May Impose on the Operation of VOWs and Participants.**
- 1.) An MLS may impose any, all, or none of the following requirements on VOWs but may impose them only to the extent that equivalent requirements are imposed on Participants' use of MLS listing data in providing brokerage services via all other delivery mechanisms:
- A.) A Participant's VOW may not make available for search or display to Registrants the following data intended exclusively for other MLS Participants and their affiliated licensees:
- Expired, withdrawn, or pending listings;
 - Sold data unless the actual sales price of completed transactions is accessible from public records;
 - The compensation offered to other MLS Participants;
 - The type of listing agreement (i.e. the right to sell or exclusive agency);
 - The seller(s) and occupant(s) name(s), phone number(s) and email address(es), where available;
 - Instructions or remarks intended for buyer brokers only, such as those regarding showing or security of the listed property.
- B.) The content of MLS data that is displayed on a VOW may not be changed from the content as it is provided in the MLS. MLS data may be augmented with additional data or information not otherwise prohibited from display as long as the source of such data or information is clearly identified. This requirement does not restrict the format of MLS data display on VOWs or display of fewer than all of the listings or fewer authorized data fields.
- C.) There shall be a notice on all MLS data displayed indicating that the data is deemed reliable but is not guaranteed accurate by the MLS. A

Participant's VOW may also include other appropriate disclaimers necessary to protect the Participant and/or MLS from liability.

- D.) Any listing displayed on a VOW shall identify the name of the listing firm in a readily visible color, and reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.
 - E.) The number of current or, if permitted, sold listings that Registrants may view, retrieve, or download on or from a VOW in response to an inquiry may be limited to a reasonable number. Such number shall be determined by the MLS, but in no event may the limit be fewer than 100 listings or 5% of the listings on the MLS, whichever is less.
 - F.) Any listing displayed on a VOW shall identify the name of the listing agent.
- 2.) An MLS may also impose the following other requirements on the operation of VOWs:
- A.) Participants displaying other brokers' listings obtained from other sources, (e.g. other MLSs, non-participating brokers, etc.) shall display the source form which each such listing was obtained.
 - B.) A maximum period, no shorter than 90 days and determined by the MLS, during which Registrants' passwords are valid, after which such passwords must be changed or reconfirmed.
- 3.) An MLS may not prohibit Participants from downloading and displaying or framing listings obtained from other sources, (e.g. other MLSs or from brokers not participating in that MLS, etc.) but may require either that (1) such information be searched separately from listings obtained from other sources, including other MLSs, or (2) if such other sources are searched in conjunction with searches of the listings available on the VOW, require that any display of listings from other sources identify such other source.

EFFECTIVE DATE: MLSs have until not later than 90 DAYS AFTER FINAL ENTRY OF THE FINAL JUDGEMENT to adopt rules implementing the foregoing policies and to comply with the provisions of section 3 above, and Participants shall have until not later than 180 days following adoption and implementation of rules by an MLS in which they participate to cause their VOW to comply with such rules. (See attached Appendix A for Seller Opt-Out form)

Appendix A to Exhibit A-VOW Policy

Seller Opt-Out Form

- 1.) Check either A. or B. below:

- A.) _____ I have advised by broker or sales agent that I do not want to listed property to be displayed on the internet.
- B.) _____ I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the internet.

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

Initials of Seller: _____ Date: _____

Calaveras County Association of Realtors MLS Rules

Exhibit B Certification of Non-Use

(MLS service waiver as per Section 51.1)

The Participant of the service shall be exempt from payment of Multiple Listing subscription fees for any individual employed or affiliated as an independent contractor with the Participant who does not actually have access to and use of the Service. The exemption for any individual shall automatically be revoked upon the individual's utilization of the Service in any manner.

I agree that if any individual employed or affiliated as an independent contractor under my license utilizes the Multiple Listing Service in any way at any future date, I will notify the Services and pay the required subscription fee and dues of the Multiple Listing Service.

In the event a Real Estate licensee or appraiser is found in violation of the nonuse certification the participant shall be subject to all MLS fees dating back to the date of certification of nonuse. (Calaveras County MLS© Rules and Regulations 5.1.6)

Certification by Participant of Board Multiple Listing Service:

I agree that if (Print name of Individual) _____ utilizes the Multiple Listing Service in any way at any future date, I will notify the Service and pay the required subscription fee of the Multiple Listing Service.

_____ Signature of MLS Participant

_____ Print name of MLS Participant

_____ Office name and Location

_____ Date

Calaveras County Association of Realtors MLS Rules

Exhibit C

Fee Schedule:

Amount	Section
\$200.00 Initial Participation Fee (Broker Participant)	5.1.1

\$125.00 Initial Participation Fee (Subscriber)	5.1.1
\$25.00 Initial Participation Fee (Clerical)	5.1.7
\$110.00/QTR Quarterly Participation Fee/User Fee (All members)	5.1.2
\$55.00/QTR Quarterly Participation Fee (Branch Office)	5.1.2

Listing Fees:

\$0.00 Broker Loaded (New Change)	5.1.3
\$50.00 Staff Loaded New Listing	5.1.3
\$0.00 Computer Access Fees (included in User Fee)	5.1.5
\$0.00 Certification of nonuse (MLS Service Waiver)	5.1.6

Schedule of Lockbox Purchase & Fees:

\$105.00+tx New Sentrilock Lock Box Purchases	13.1
\$115.00 Yearly Lockbox user and tech support fee	13.1
\$69.75+tx Office Card Reader	13.1
\$28.57+tx Home Card Reader	13.1
\$69.75+tx Refurbished Lockbox	13.1
\$15.00+tx Sentrilock Keycard Initial Purchase Price	13.1
\$15.00+tx 1 st replacement Keycard in same 12 months	13.1
\$30.00+tx 2 nd replacement keycard in same 12 months	13.1
(To increase in \$15.00 increments)	

Fee Schedule for MLS Hearings, Appeals, and Arbitration:

\$100.00 MLS Violation- Appeal Fee	14.
\$200.00 Arbitration Fee (Conducted with Assn. Panel)	16.
\$15.00 Late fee charged for any and all dues or fees not paid in full by due date	
\$25.00 Returned check fee (after 2 nd returned check: cash or cashier check only basis)	

Appendix A to Exhibit D

Citations/Fine Schedule

You have been cited for a MLS Rules Violation in accordance with Exhibit D Citation/Fine Schedule

Date Citation Issued: _____

MLS Participant: _____

Office: _____

Section Violated: _____

Specific Rule Violation: _____

MLS#: _____

Owner: _____

Address: _____

Amount of Fine: \$_____

Fine Due Date: _____

You have the following options to clear this citation:

- 1.) Pay the amount specified on the citation prior to the time the fine is due, or
- 2.) Submit evidentiary documents to Association Staff, prior to the time the fine is due, showing proof that no violation occurred, or
- 3.) Request a full hearing in accordance with the procedures set forth in Section 14 prior to the time the fine is due.

Exhibit D Citation Policy

The purpose of this citation policy is to ensure the integrity of the MLS including the currency and accuracy of its information. Fines will be issued and processed in accordance with this Citation Policy. The citable offenses and fines are subject to change upon approval of the AOR/MLS Board of Directors. The Citation Policy is in addition to and does not replace the provisions of Section 14 of the C.A.R. Model MLS Rules.

A.) For the purpose of the Fine Schedule, the number of violations will be tracked on a calendar year basis. On the first day of each calendar year the violation count for each MLS member will be reset to zero (0). **[NOTE: While a one (1) year reset period is set forth as the default in this section, it is recommended that the MLSs set the reset clock in the range of one (1) to four (4) years; an MLS could also opt for no reset.]**

B.) A listing that contains one or more violations of the Citation Policy is considered a violation event for purposes of the Fine Schedule regardless of the category or nature of the violation.

- C.) A listing that contains more than one violation on the same day will be treated as a single violation for purposes of the Fine Schedule. Multiple violations that occur on the same day but are reported separately are treated as a single violation.
- D.) A violation must be corrected within two (2) calendar days of notice of violation sent to the Violator and/or Responsible Participant. Receipt of notice is presumed to be the sooner of three (3) calendar days after mailing or (1) calendar day after email or facsimile transmission. Failure to correct a noted violation within the two (2) day time period allotted will result in a new violation for the uncorrected violation with the associated fine for that level of violation. Failure to correct a violation within the two (2) day correction period may also subject a non-conforming listing to removal by the MLS from active display. New violations may be issued for any remaining uncorrected violations until the violations are corrected or the maximum fine is reached as set forth below.
- E.) The fine amount is determined by the total number of violations accumulated by each MLS member during a calendar year. **[NOTE: If a different time period from one (1) year is elected in A. above, then that time period should be reflected here.]**
- F.) Fines are due within fifteen (15) calendar days of receipt of a violation notice. Receipt of notice is presumed to be three (3) business days after mailing or one (1) calendar day after email or facsimile transmission
- G.) If a Violator believes that a violation notice and fine was issued in error, the Violator may request a hearing in accordance to the procedures set out by their MLS/AOR. Prior to requesting a hearing, the violation must be corrected.
- H.) Failure to pay assessed fines may result in suspension of MLS privileges as detailed in Paragraph 17.1 of the MLS Rules and Regulations.
- I.) The MLS Committee and/or the Board of Directors reserves the right, at its discretion, to charge a Participant or Subscriber with rules violations by virtue of the hearing process, including the possibility of additional fees or fines, suspension or expulsion, rather than utilizing the citation process. Thus, the below fines may not be all inclusive. Any Participant or Subscriber who accumulates in excess of five (5) violations in one calendar year, unless otherwise specified, may be referred to the MLS Committee and/or the Board of Directors for a review to determine whether or not further discipline and possible suspension of MLS service is warranted.
- J.) Reporting of violations will remain confidential.
- K.) The violation fine schedule is as follows:
- Tier One:**
First Violation: Warning Letter
Second Violation: Attended Class in Lieu of Fine (If such class is offered by AOR/MLS) or \$50.00.
Third Violation: \$125.00
Fourth and Subsequent Violations: Automatically goes to hearing Process
If such a class is offered by the AOR/MLS and if the Violator opts to attend a compliance training class in lieu of paying the fine for a Second Violation, the Violator will pay a \$50.00 non-refundable one-time fee and

complete the course within a 60-day period. The Violator will be given the opportunity for one make-up session will result in assessment of the full fine amount set forth for a Second Violation.

As set forth in Section D above, violations must be corrected within two (2) calendar days of notice. Violations which remain uncorrected subject the violator to the imposition of new penalties and removal of the listing from active display.

The maximum accumulation fine for a single violation may not exceed the top amount of \$15,000.00 allowed by NAR for assessment of financial penalty. If the maximum accumulated fine amount has been assessed and the violation has not been corrected, the Violator's MLS privileges may be suspended until accumulated fines have been paid and the noted violation has been corrected.

Tier One Offenses are as Follows:

- 1.) Non-Completion of Required MLS Orientation Program within Set Time Allowed [Rule 4.0 (Orientation)]
- 2.) Failure of Participant or Subscriber to notify the MLS of Termination, Transfer, or Addition of any Clerical Users affiliated with Participant or Subscriber [Rule 4.3 (Notice re Clerical Users)]
- 3.) Failure of Participant to notify the MLS of Termination, Transfer, or Addition of any Licensees under Participant's License [Rule 4.4 (Notice re Licensees)]
- 4.) Failure to Properly Designate/Correlate License Type [Rules 4.1.3, 4.2.3 (Redundant Participant/Subscriber Qualifications)]
- 5.) Failure to Properly Specify Listing Type or Class [Rules 7.2-7.3 (Listing Type or Class)]
- 6.) Failure to Update/Change Listing information [Rule 7.8 (Change Listing Information)]
- 7.) Unauthorized Cancellation/Withdrawal of Listing; failure of ongoing obligation to report solds [Rule 7.9 (Cancellation/Withdrawal of Listing Prior to Expiration)]
- 8.) Failure to Provide Complete Listing Information [Rule 7.11 (Detail on Listings)]
- 9.) Failure to Offer Unconditional Compensation [Rule 7.12 (Unilateral Contractual Offer)]
- 10.) Failure to comply with Auction Listing Requirements [Rule 7.24 (Auction Listings)]
- 11.) Failure to Disclose REO Status [Rule 7.27 (REO Disclosure)]
- 12.) Failure to Disclose Short Sale Status [Rule 7.28 (Short Sale Listings)]
- 13.) Failure to Input Accurate Information [Rule 8.3 (Accuracy of Information; Responsibility for Accuracy)]

- 14.) Failure to Provide Seller's Written Direction to Alter Time of Submission of Offers: Failure to Provide Clear and Accurate Notice of Altered Offer Presentation Date/Time [Rule 9.4 (Submission of Offers and Counter-Offers)]
- 15.) Failure to Timely provide Written Verification that Offer was Presented (or that Seller Waived the Obligation to have Offer Presented) [Rule 9.5 (Submission of Offers and Counter Offers)]
- 16.) Failure to Timely/Accurately Report Listing Status, Status Changes and Sales [Rule 10.1 (Statuses) Rule 10.2 (Reporting of Sales)]
- 17.) Failure to timely report Cancellation of Pending Sale [Rule 10.4 (Reporting Cancellation of Pending Sale)]
- 18.) Failure of Requisite Authority to Submit Listing Content [Rule 11.4 (Authority to put Listings in MLS Compilation)]
- 19.) Wrongful Use of Photographs/Use of Photographs on a Listing Without Proper Authorization [Rule 11.5 (Photographs/Images on the MLS)]
- 20.) Misuse of Public Remarks; Failure to Limit Public Remarks to Marketing, Description and Condition of the Property; Wrongful Use of Remarks on a Listing Without Proper Authorization [Rule 12.5 (Use and Misuse of Remarks)]
- 21.) Unauthorized Use of Term "sold," Impermissible Use of Listing Content/Display of Non-Allowable Listing Content [Rule 12.7 ("Sold" Signs, Use of the Term "Sold" and Advertising Sold Listings)]
- 22.) Unauthorized Advertisement of Listing of Another Broker [Rule 12.8 (Advertising of Listing Filed with the MLS) Rule 12.8.1 (Advertising of Listing in Printed Neighborhood Market Report)]
- 23.) Unauthorized Use of Statistical Reports, Sold Data or Comparable Reports in Advertising [Rule 12.9 (Limitations on use of Information in Advertising)]
- 24.) Failure to Provide Adequate Informational Notice and/or Disclaimers on Print or Non-Print Forms of Advertising or Other Forms of Public Representations [Rule 12.9 (MLS Information in Advertising) Rule 12.15.1 (Copies to Prospective Purchasers) IDX Rule 12.16 (Disclaimer) VOW Rule Section 12.19.17]

Tier Two:

First Violation: Warning Letter

Second Violation and Subsequent Violations: \$200.00

As set forth in Section D above, violations must be corrected within two (2) calendar days of notice. Violations which remain uncorrected subject to the violator to the imposition of new penalties and removal of the listing from active display.

The maximum accumulated fine for a single violation may not exceed the top amount of \$15,000.00 allowed by NAR for assessment of financial penalty. If the maximum accumulated fine amount has been assessed and the violation has not been corrected, the Violator's MLS privileges may be suspended until all accumulated fines have been paid and the noted violation has not been corrected.

Two Tier Offenses are as Follows:

- 1.) Failure to Comply with "Certification of Non-Use" (back fees owing under Certification to be cumulatively added to citation amount) [Rule 5.1.6 (Certification of Non-Use)]
- 2.) Failure to Input a Required Listing; Failure to Disclose Known Additional Property Owner Information [Rule 7.5 (Mandatory Submission)]
- 3.) Failure to Provide Signed Seller Exemption; Failure to Submit Compliant Signed Seller Exemption [Rule 7.6 (Exempt Listings)]
- 4.) Entry of a Listing as New after Withdrawn without a New or Amended Listing Contract [Rule 7.8 (Change of Listing Information)]
- 5.) Failure to Disclose Interest by a Broker Participant or R.E. Subscriber in the Subject Listing [Rule 7.17 (Broker/Agent as Principle)]
- 6.) Failure to Remove Expired Listing; Failure to Obtain Seller's Written Authorization before Extension/Renewal [Rule 7.19 (Expiration, Extension and Renewal of Listings)]
- 7.) Failure to Disclose Dual Variable Commission [Rule 7.22 (Dual/Variable Rate Commissions)]
- 8.) Prohibited Co-Listing [Rule 7.25 (Co-Listing)]
- 9.) Violation of DOM/CDOM Calculation [Rule 7.26 (Days on Market/Cumulative Days on Market Calculation)]
- 10.) Failure to Provide Appropriate Written Documentation of Listing [Rule 8.2 (Written Documentation)]
- 11.) Failure to Correct Incomplete or Inaccurate Information after MLS Notification [Rule 8.3 (Accuracy & Correction)]
- 12.) False Representations; Failure to Abide by True Picture Standard of Conduct [Rule 12.10 (False or Misleading Advertising and Representations)]
- 13.) Violation of Competency Standard [Rule 12.21 (Participant and Subscriber Standards of Conduct)]
- 14.) Failure to Provide MLS-Approved Lockbox [Rule 13.2.2 (Lockbox Requirements)]
- 15.) Failure to Timely Remove Lockbox after COE or Expiration/Cancellation of Listing [Rule 13.12 (Lockbox Removal)]

Tier Three:

First Violation: Warning Letter

Second Violation: \$250.00

Third and Subsequent Violations: \$500.00

As set forth in Section D above, violations must be corrected within two (2) calendar days of notice. Violations which remain uncorrected subject the violator to the imposition of new penalties and removal of the listing from active display.

The maximum accumulated fine for a single violation may not exceed the top amount of \$15,000.00 allowed by NAR for assessment of financial penalty. If the maximum accumulated fine amount has been assessed and the violation has not been corrected, the violator's MLS privileges may be suspended until all accumulated fines have been paid and the noted violation has been corrected.

Tier Three Offenses are as Follows:

- 1.) Failure to obtain sellers authority to list in MLS [Rule 8.1 (Listing Agreement and Seller's Permission)]
- 2.) Failure to be Physically Present when Providing Access to a Listed Property to Buyers and Potential Buyers [Rule 9.9 (Physical Presence of Participant or Subscriber)]
- 3.) Failure to timely notify of DRE or BREAA adverse action [Rule 12.1 (Notification of California Department of Real Estate (DRE) or California Bureau of Real Estate Appraisers (BREAA) Action)]
- 4.) Unauthorized Use of MLS Information [Rule 12.11 (Use of MLS Information)]
- 5.) Unauthorized Sharing of MLS Information and Pass Codes; Use of MLS by Unauthorized Party [Rule 12.12 (Confidentiality of MLS Information)]
- 6.) Unauthorized Clerical User Access and Use of MLS Information [Rules 12.12.1, 12.14.1 (Clerical Users)]
- 7.) Misuse of Reproduction of MLS Information [Rule 12.15 (Reproduction)]
- 8.) Sharing the MLS compilation or portion thereof with any third-party vendor not authorized by the MLS [Rules 12.11 (Use of MLS Information) 12.12 (Confidentiality of MLS Information) 12.15 (Reproduction)]
- 9.) Unauthorized Reproduction of Confidential Fields and Information [Rule 12.15.2 (Confidential Fields)]
- 10.) Unauthorized Compilation Downloading or Transmission of Data; Failure to Restrict Access to Authorized Party [Rule 12.15.4 (Downloading onto Computers)]
- 11.) Misuse of MLS Data on Public Website; Violation of IDX Rules [Rule 12.16 (IDX)]

- 12.) Misuse of MLS Data on Public Website; Violation of VOW Rules [Rule 12.19 (VOW)]
- 13.) Unauthorized Sharing of Lockbox Key [Rule 13.2 (Key Use and Service)]
- 14.) Failure to Account for Lockbox Key [Rule 13.4 (Accountability)]
- 15.) Failure to Obtain Seller's Permission to Place a Lockbox [Rule 13.6 (Written Authority)]
- 16.) Unauthorized Entrance into a Listed Property; Failure to Follow Showing Instructions [Rule 13.7 (Listing Broker's Permission)]
- 17.) Failure to Report Lost or Stolen Lockbox Keys [Rule 13.8 (Unaccountable Keys)]
- 18.) Wrongful Use or Removal of Lockbox Contents [Rule 13.2.1 (Use of Lockbox Contents)]

Calaveras County Association of Realtors Exhibit E

SentriLock System Agreement

This Agreement is made by and between Calaveras County Association of REALTORS® (CCAR), the Calaveras County Association of REALTORS® Multiple Listing Service (CCARMLS), and

MLS Participant (Broker): _____ NRDS# _____

Office Name: _____

Office ID: _____

MLS Subscriber (Agent): _____ NRDS# _____

The MLS Participant and MLS Subscriber shall be jointly and severally referred to in this Agreement as Subscriber/Participant.

- 1.) Smart Card and Card Reader Receipt:** Subscriber/Participant acknowledges receipt of a:
 - SentriLock Smart Card
 - Card Reader
- 2.) Smart Card and Card Reader Annual Fee:** Subscriber/Participant shall pay a non-refundable Annual user Fee of \$115.00 that will be due and payable by April 1st of each calendar year.
- 3.) Current Update:** Subscriber/Participant acknowledges that the Smart Card must be updated at least once every three days by placing the Smart Card in an MLS Card Reader or by other authorized method. Update will only be issued to a Subscriber/Participant in good standing with the CCARMLS.
- 4.) Term of Agreement:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Subscriber/Participant is no longer a member of

the CCARMLS or termination of the SentiLock Smart Card program by CCARMLS and/or CCAR.

- 5.) **Notice of Termination:** Subscribers/Participant agrees to notify the CCARMLS within 48 hours of occurrence of any of the following events:

- A.) Termination of a Subscriber/Participant as a Participant in CCARMLS
- B.) Termination of a Subscriber's association with the Participant for any reason
- C.) Failure of the Subscriber/Participant to perform any and/or all terms and conditions herein set forth in this Agreement, including, but not limited to, the provisions for security in paragraph 7 below

- 6.) **Replacement of Defective Cards, Warranty:** CCARMLS agrees to replace any Smart Card which is defective. Subscriber/Participant must return the defective Smart Card to CCARMLS before a warranty replacement will be issued. There is no charge for warranty replacement Smart Cards. (Exhibit E, page 2)

CCARMLS and CCAR DO NOT provide any warranty and disclaim all express and implied warranties, including but not limited to the warranties of merchantability and fitness for a particular purpose. In no event does CCARMLS or CCAR guarantee that use of the SentiLock system, smart card and/or card reader will be error free and/or uninterrupted.

- 7.) **Security of Smart Card:** Subscriber/Participant acknowledges that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons.

Consequently, Subscriber/Participant agrees:

- A.) To keep the Smart Card in Subscriber/Participant's possession or in a safe place at all times.
- B.) To not allow his/her personal identification number (PIN) to be attached to the Smart Card or disclose to any third party his/her PIN.
- C.) To not loan the Smart Card to any person, for any purpose whatsoever, or to permit the Smart Card to be used for any purpose by any other person.
- D.) To not duplicate the Smart Card or allow any person to do so.
- E.) To not assign, transfer, or pledge the Smart Card.
- F.) To notify the CCARMLS within 48 hours of the loss or theft of a Smart Card. The Subscriber/Participant shall complete, sign and deliver a sworn affidavit to the CCARMLS stating the circumstances surrounding the loss or theft.
- G.) To follow all additional security procedures as specified by the CCARMLS.

- 8.) **Replacement Smart Cards:** CCARMLS will issue a replacement Smart Card to Subscriber/Participant, provided that:

- A.) Subscriber/Participant has complied with the terms of this Agreement and the policies and procedures of the CCARMLS with respect to the SentiLock System.
Subscriber/Participant shall pay a \$15.00 replacement fee.
- B.) Second replacement key card in same 12-month period shall be issued at a cost of \$30.00
- C.) Each subsequent key issued as a replacement to increase in \$15.00 increments.

- 9.) **Disciplinary Action:** Subscriber/Participant agrees to be subject to the disciplinary rules and procedures of this agreement and of the Calaveras County Association of

REALTORS®' Bylaws and MLS rules and regulations. Discipline may include forfeiture of the Smart Card and forfeiture of the Subscriber/Participant's right to be issued a Smart Card.

- 10.) **Indemnification:** Subscriber/Participant agrees to indemnify and hold the CCARMLS, CCAR and all of their respective officers, directors and employees harmless from all losses, costs, expenses, claims and/or demands, including, but not limited to, any and all liabilities, including attorney's fees, resulting from loss, use or misuse of the SentriLock System, Smart Card and/or Card Reader, including, but not limited to. Damage or damage to, or theft of, property and/or injury to persons arising out of entry by any person into any premises.
- 11.) **Reimbursement:** Subscriber/Participant agrees that, in the event that CCARMLS shall prevail in any legal action brought by or against the Subscriber/Participant to enforce the terms of this agreement, Subscriber/Participant, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the MLS may be entitled.
- 12.) **Governing Law:** The validity of this Agreement and its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and venue shall be Calaveras County.
- 13.) **Partial Invalidity:** If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
- 14.) **Disclosure to Clients:** Prior to placing a lockbox on property listed by Subscriber/Participant, Subscriber/Participant agrees to obtain a separate written authorization for use of the SentriLock System from the owner.
- 15.) **Participant's Responsibility:** Participant agrees that, during the entire term of this Agreement:
 - A.) Participant is and will be both a California licensed real estate broker or licensed, certified appraiser, and participant of the Calaveras County Association of REALTORS® Multiple Listing Service.
 - B.) Participant warrants that Subscriber possesses a California real estate license or appraisal license and is associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with Participant.
 - C.) Participant agrees to enforce the terms of the Agreement with respect to Subscriber and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such until it is terminated in accordance with its terms and conditions.
 - D.) Participant agrees to notify the CCARMLS immediately, in writing, should the Participant or Subscriber terminate their relationship, or should the Subscriber's license be terminated or transferred to another broker.
 - E.) Participant agrees to take all responsible means to obtain Subscriber's Smart Card or cause Subscriber to return the Smart Card to MLS. The Participant will continue to be charged a service fee for Subscriber until the next billing cycle after the key is returned. If a subscriber does not return the Smart Card, Participant agrees to furnish

MLS with copies of written correspondence of all attempts made to obtain said Smart Card.

F.) Participant agrees that he/she is jointly and severally liable, together with Subscriber, for all, duties, responsibilities and undertakings of Subscriber under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card Agreement may result in the loss of MLS Smart Card privileges and, further, could cause the MLS to recall all Smart Cards issued to Participant and Participant's agents.

G.) Participant agrees that ONLY the SentiLock System lockbox will be used on any properties listed with CCARMLS.

16.) This written contract expresses the entire agreement between Participant, Subscriber and the MLS with respect to SentiLock Smart Cards. This Agreement supersedes any and all other agreements, either oral or in writing and statements or promises relating to the subject matter.

17.) **In no event shall CCARMLS and/or CCAR be liable for indirect, special, incidental or consequential damages, including but not limited to lost profits.**

Dated this ____ day of _____, 20____ at Calaveras County.

Subscriber (agent): _____

Participant (broker): _____

CCAR Staff

**Calaveras County Association of Realtors MLS Rules
Exhibit F Clerical Users Agreement**

The Participant of the service shall pay applicable Multiple Listing subscription fees for any individual employed or affiliated with their office who serves in a clerical only capacity.

_____ shall be working in my office as a clerical assistant who may or may not access the Calaveras County Multiple Listing Service for the purpose of gathering and disseminating data to either myself or one or more licensed, paying members in my office.

I Agree according to MLS Rule 12.12.1 that this/these assistant(s) have been expressly forbidden not to disclose any information to anyone other than to myself the Participant, and/or Subscriber(s) for whom they are working for as an assistant. This/these assistant(s) shall in no way access the MLS in order to gather information to give neither to any non-licensed person, not to anyone who is not a current paid member of the Calaveras County MLS and under my license.

Broker Participant (print name)

Signature

Date

I Agree that I have been informed and understand MLS Rule 12.12.1 and that I will not under any circumstances give out any information from the Calaveras County Multiple Listing Service© in any form to any other than licensed agents in this office for which I was fired to work for.

Clerical User/Assistant (print name)

Signature

Date

12.12.1 Clerical Users. Clerical Users may have access to MLS information solely under the direction and supervision of the Participant or Subscriber. Clerical Users may not provide any MLS information to persons other than the Participant or Subscriber under whom they are registered. Access by Clerical Users to the data base is solely for clerical and administrative functions for the Participant or Subscriber under whom the clerical user is registered.

**Calaveras County Association of Realtors MLS
Rules Exhibit G**

Notice of Intent to Suspend Services for Non-Payment of Dues

TO: _____

DATE: _____

According to the Calaveras County Association of REALTORS® Multiple Listing Service© Rules and Regulations; Section 7.20.1 and 7.21.2, this notice is given:

THE ACCOUNT OF _____, IS PRESENTLY _____ DAYS PAST DUE, IN THE AMOUNT OF \$_____. UNLESS PAYMENT, IN THAT AMOUNT IS RECEIVED IN THIS OFFICE BY_____. ALL MULTIPLE LISTING SERVICES WILL BE DISCONTINUED, WITHOUT FURTHER NOTICE ON THAT DATE.

If there is some question and/or discrepancy in the statement, please contact this office immediately. Every effort will be made to assure that charges and payments to the account have been posted correctly. If you should desire to have a review of the charges by the Multiple Listing Committee, please state so in writing within 15 days of the above date. A hearing will be scheduled at the next regular scheduled MLS Committee meeting and you will be advised of the date and time to attend. If this group cannot reach an amicable agreement, then the Defendant can apply for an appeal from the Board of Directors.

Calaveras County Association of Realtors® Multiple Listing Service©
1270 Suzanne Dr. Ste. B
P.O. Box 313, Angels Camp, CA 95222
Phone: (209) 736-4600

Fax: (209) 736-0017

**Calaveras County Association of Realtors MLS Rules
Exhibit H Verification of Receiving C.C.A.R. MLS Rules**

I/We the undersigned have received a copy of the Calaveras County Association of Realtors® Multiple Listing Rules© and Regulations which include all the appendices and the Lock Box Agreement. I/We understand that it is our duty and obligation as a member to read and understand all of these rules. I/We also understand that it is our responsibility to maintain a copy of these rules to use as a reference for abiding by the rules, terms and agreements of the Board, and the MLS.

I/We the undersigned acknowledge that I/we have been informed here in writing that any complaints concerning MLS Rules and Regulation must be submitted in writing and signed by the Designated Broker (and agent if applicable) using “Official Complaint Form for reporting violations of the MLS Rules and Regulations.” Copies of this complaint from may be found and copied from your MLS Rules and Regulations. All MLS Rule complainants submitted to the MLS Coordinator remain anonymous, as well as the discovery and penalties if any. We understand and agree to the above.

Designated Broker or REALTOR®

Date

Agent or REALTOR®

Date

Agent or REALTOR®

Date

Agent or REALTOR®

Date

**Appendix A to Exhibit H Verification for Receipt of MLS Rules
Disclosure and Authorization**

I understand that according to the Calaveras County Association's Bylaws that a Designated REALTOR® (DR) is defined as a principle of a firm as either a sole proprietor, partner, corporate officer or branch office manager of a real estate firm. The National Association of REALTORS® has made it clear that the Designated REALTOR® must be someone who has management control of the firm and is responsible to the local association for firm activities. This includes: payment of dues, which can include application of the variable dues formula for those licensees in the firm who are not members of some local association. The Designated REALTOR® must have the ability to bind the firm in all arbitration and mediation hearings. I understand and agree to the above.

Principle

Date