

**RULES AND REGULATIONS OF THE  
GREAT PLAINS REALTORS® MULTIPLE LISTING SERVICE, INC. (MLS)  
A CORPORATION OWNED BY THE OMAHA AREA BOARD OF REALTORS® (OABR)**

**PURPOSE OF A MULTIPLE LISTING SERVICE**

A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law); by which cooperation among Participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other evaluations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common data bases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of sale (or lease). 2/07

**PARTICIPATION**

Participation Defined: Any REALTOR® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.\* However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate brokers' license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.\*\* Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. 1/09

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm "offers or accepts cooperation and compensation" means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant 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 an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which

participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website ("VOW") (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "offer or accept cooperation and compensation" only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants. 1/09

**Principal's Rights:** The REALTOR® principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation as the "Participant" shall have all rights, benefits, and privileges of the MLS, and shall accept all obligations to the MLS for the Participant's firm, partnership, or corporation, and for compliance with the bylaws and rules and regulations of the MLS by all persons affiliated with the participant who utilize the MLS. 1/09

The chief operating officer of the firm is the MLS "Participant". Brokers or salespersons other than the chief principal officer of the firm are not considered "Participants" in the MLS, but have access to and use of the MLS through the principal with whom they are affiliated. 5/03

Subscribers (or users) of the MLS include non-principal brokers, sales associates, and registered, licensed and certified appraisers affiliated with Participants. 5/03

**Orientation Program.** Any applicant for MLS participation and any real estate licensee (including registered, licensed, or certified appraisers) affiliated with an MLS Participant who desires access to MLS-generated information shall complete an orientation program as provided in the By-Laws. 3/08

## **LISTING PROCEDURES**

**Section 1. LISTING PROCEDURES:** All listings of properties for sale or exchange of the following types located in the territorial jurisdiction and the Market area of OABR taken by Participants on exclusive right to sell or exclusive agency listing forms, accepted by MLS, shall be delivered to the MLS Office within forty-eight (48) hours after all necessary signatures of sellers have been obtained. 5/03

- a. Single family residence (including residences on tracts up to and including ten (10) acres. 12/95
- b. Duplexes, multiplexes and apartments up to and including four (4) residential units, (residences converted into apartments shall be included in this rule.) 12/95
- c. While it is optional to submit other real property listings, Participants are encouraged to do so as a service to the public. 12/95

NOTE: The MLS shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the MLS, although a "Property Data Form" may be required as approved by the MLS. However, the MLS: 2/97

1. May reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the Participants. 12/95
2. Assure that no listing form filed with the MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller). 12/95

The MLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer





Participant should be advised in writing of the intended removal so that the suspended Participant may advise his or her clients. 2/97

**Section 1.14 LISTINGS OF EXPELLED PARTICIPANT:** When a Participant of the MLS is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, MLS Bylaws, MLS rules and regulations or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the MLS until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective.

If a Participant has been expelled from his or her board of REALTORS® (except where MLS participation without board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS Compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so the expelled Participant may advise his or her clients. 5/03

**Section 1.15 LISTINGS OF RESIGNED PARTICIPANTS:** When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients. 12/95

**Section 1.16 TIME PERIODS:** All time periods referred to herein concerning filing and/or reporting shall begin on the date of listing or date of action. Saturdays, Sundays and days on which U.S. Post Offices are closed are excluded from the calculation of said time periods. 2/97

## SELLING PROCEDURES

**Section 2. SHOWINGS AND NEGOTIATIONS:** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the MLS shall be conducted through the listing broker except under the following circumstances:

- a. The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- b. After reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. 2/97

**Section 2.1 PRESENTATION OF OFFERS:** All offers to purchase shall be delivered to the listing agent and/or listing office. The listing broker must make arrangements to present an offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. 12/95

**Section 2.2 SUBMISSION OF WRITTEN OFFERS:** The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer. 12/95





impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. 5/03

NOTE 1: In filing a property with the MLS, the Participant of the MLS is making a blanket unilateral offer of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the MLS, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. 2/07

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different. 2/97

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. 7/11

The listing broker shall not be required to disclose the amount of total negotiated compensation on a listing contract. The MLS will not disclose the amount of total negotiated compensation in a listing contract. The MLS will not publish the total negotiated compensation on a listing which has been submitted to the MLS by a Participant. The MLS will not disclose in any way the total compensation negotiated between the seller and the listing broker. 2/97

NOTE 1: The compensation specified on listings filed with the MLS shall appear in one of two forms. The essential and appropriate requirement by the MLS is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms: 7/11

By showing a percentage of the gross selling price. 2/97

By showing a definite dollar amount. 2/97

MLS shall not publish listings that do not include an offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount, nor shall MLS include general invitations by listing brokers to other Participants to discuss terms and conditions of possible cooperative relationships. 2/97

NOTE 2: The listing broker may, from time to time, adjust the compensation offered to other MLS Participants for their services with respect to any listing by advance published notice to the MLS so that all Participants will be advised. 12/95

NOTE 3: The MLS has no rule on the division of compensation between Participants and Non-Participants. This remains solely the responsibility of the listing broker. 2/97

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

6/09

**Section 5.0.1 DISCLOSING POTENTIAL SHORT SALES:** Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. 6/09

**Section 5.0.2 OFFERING SELLING/LEASING BONUSES:** An MLS Participant that offers a selling or leasing bonus to cooperating Participants shall enter the details in the agent remarks section of the Database and shall include the amount of the bonus, specific terms and conditions, time limitations and other appropriate details. All bonuses shall be paid directly to the selling or leasing company. Failure to comply may result in a fine of up to \$1000. 10/11

**Section 5.1 PARTICIPANT AS PRINCIPAL:** If a Participant or any licensee (including registered, licensed or certified appraisers) affiliated with a Participant has any interest in a property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants. 5/03

**Section 5.2 PARTICIPANT AS PURCHASER.** If a Participant or any licensee (including registered, licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase is submitted to the listing broker. 5/03

**Section 5.3 DUAL OR VARIABLE RATE COMPENSATION ARRANGEMENTS:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of the seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or,





- c. Failure to correct listing input policy violations, status changes or inaccurate data within seven days of receiving notice may result in a fine to the listing agent in an amount established by the MLS Board. Repeat offenses within 6 months or further failure to pay the fine or correct or update the listing within 30 days from the original notice may result in additional fines, suspension or termination of MLS access as described above in Section 7. 11/12
- d. If, in the opinion of the Board of Directors after due notice and opportunity for hearing, a Participant shows unwillingness to comply with, or disregard any of the MLS rules and regulations, the Participant may be suspended and/or terminated from the service of MLS, as provided in the bylaws of MLS. 5/03

**Section 7.2 REMOVAL OF LISTINGS WHEN PARTICIPANT REFUSES/FAILS TO TIMELY REPORT STATUS**

**CHANGES:** Notwithstanding the limitations established in the Code of Ethics and Arbitration Manual or in other NAR policy, the MLS is authorized to remove any listing from the MLS compilation of current listings where the participant has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the participant shall be advised of the intended removal so the participant can advise his or her client(s). 7/11

**Section 7.3 FINANCIAL PENALTY NOT TO EXCEED \$15,000:** Notwithstanding the limitations established in the Code of Ethics and Arbitration Manual or in other NAR policy, the MLS is authorized to impose financial penalties on participants or subscribers as discipline for violations of MLS rules or other MLS governance provisions not greater than \$15,000 dollars. 7/11

**Section 7.4 APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS:** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations. Access to and use of MLS information is contingent on compliance with the MLS rules and regulations. 5/03

**MEETINGS**

**Section 8. MEETINGS:** The meetings of the Participants of the MLS or the Board of Directors of MLS for transaction of business of the MLS, shall be held in accordance with the provisions of the bylaws of the MLS. 2/97

**ENFORCEMENT OF RULES OR DISPUTES**

**Section 9. CONSIDERATION OF ALLEGED VIOLATIONS:** The MLS Board of Directors shall give consideration to all written complaints from Participants having to do with a violation of the MLS rules and regulations. 5/03

**Section 9.1 VIOLATION OF RULES AND REGULATIONS:** If the alleged offense is a violation of the rules and regulations of MLS and does not involve a charge of alleged unethical conduct or request for arbitration, it may be considered and determined by the Board of Directors of the MLS, and if a violation is determined, the Board of Directors may direct the imposition of sanction, including fines, suspension and termination of the violator from participation in MLS. Such action may be appealed to the Board of Directors of OABR within fifteen (15) days after receiving written notice of the decision of the MLS Board of Directors, and the case will be reviewed with the aggrieved party by the Board of Directors of OABR within 30 days from the date such appeal is filed. 2/97



\* The term MLS Compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including, but not limited to, bound book, loose-leaf binder, computer data base, card file, and any other format whatever. 12/95

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

4/12

## USE OF COPYRIGHTED MLS COMPILATIONS

**Section 12. DISTRIBUTION:** Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the MLS, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are registered, licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey Participation, or Membership or any right of access to information developed or published by the MLS where access to such information is prohibited by law. 4/12

**Section 12.1 DISPLAY:** Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS Compilation. 4/12 M

**Section 12.2 REPRODUCTION:** Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances: 12/95

Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers, a reasonable\* number of single copies of property listing data contained in the MLS Compilation which relate to any properties in which the prospective purchasers are, or may in the judgment of the Participants or their affiliated licensees, be interested. 5/03

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction. 2/07

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data, pertaining exclusively to properties currently listed for sale with the Participant. 4/12

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information

may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm. 12/95

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that the MLS has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Operating rules and regulations.

4/12

\*It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable," as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase.

5/03

Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to, the total number of listings in the MLS Compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser. 12/95

## USE OF MLS INFORMATION

**Section 13. LIMITATIONS ON USE OF MLS INFORMATION:** Use of information from the MLS Compilation of current listing information, from OABR's 'Statistical Report', or from any 'Sold' or 'Comparable' report of OABR or MLS for public mass-media advertising by an MLS Participant or in other public representations may not be prohibited. 2/97

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

"Based on information from the Omaha Area Board of REALTORS® or the Great Plains REALTORS® Multiple Listing Service, Inc., for the period (date) through (date)." 4/12

**Section 14. INTERNET DATA EXCHANGE (IDX):** NAR Bylaws require that associations of REALTORS® and their Multiple Listing Service must enable their MLS Participants to display aggregated MLS listing information by specified electronic means in accordance with this policy. Electronic display subject to this policy means displays on participants' public websites and displays using applications for mobile devices that participants control. For purposes of this policy "control" means participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the participant, and must be presented to





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. 7/12 (NAR-18.3.3)

**Section 14.17** Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation. 5/07 (NAR-18.3.5)

**Section 14.18** All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 7/12 (NAR-18.3.7)

**Section 14.19** Participants must disclose on each page where listing data is displayed indicating that the accuracy of the data is not guaranteed (e.g., "Information deemed reliable but not guaranteed".) 5/07 (NAR-18.3.8)

**Section 14.20** Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that data is deemed reliable but is not guaranteed accurate by the MLS. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 7/12 (NAR-18.3.8)

**Section 14.21** The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. 11/11 (NAR-18.3.9)

**Section 14.22** The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS. 5/07 (NAR-18.3.10)

**Section 14.23** Other than information provided by other MLSs, listings obtained through IDX must be displayed separately from listings obtained from non-MLS sources (e.g., from non-participating brokers, etc.) and must display the source from which each such listing was obtained. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 7/12 (NAR-18.3.11)

**Section 14.24** Display of expired, withdrawn, and pending listings is prohibited. Display of sold listings shall include only residential listings sold within the last six months, and only the MLS data fields related to the property (not the owner) that are also available from the Douglas County Assessor's Office (see Exhibit B). Display of photos on sold listings is limited to the primary photo of the property. 4/12 (NAR-18.3.12)

**Section 14.25** Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited. 5/07 (NAR-18.3.13)

**Section 14.26** Participants must disclose a copyright notice of the MLS on each page where listing data is displayed. 5/07

**Section 14.27** Only information about the listed property is to appear in the remarks section. Agents name and phone are not to appear in this section. 5/07





- (iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
- (iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
- (v) That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database. 1/09

- e. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click. 1/09
- f. The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant. 1/09 (NAR 19.3M)

**Section 15.4** A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW. 1/09 (NAR 19.4M)

**Section 15.5** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS. 1/09 (NAR 19.5M)

#### **Section 15.6**

- a. A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet. 1/09
- b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

#### **Seller Opt-Out Form**

1. Please check either Option a or Option b





**Section 15.21:** A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party. 1/09 (NAR 19.21)

**Section 15.22:** 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. 1/09 (NAR 19.22)

**Section 15.23:** A Participant shall cause any listing displayed on his or her VOW obtained from non-MLS sources (e.g., from non-participating brokers, etc.), to be searched separately from MLS listings. 10/10 (NAR 19.23)

**Section 16. CHANGES IN MLS RULES AND REGULATIONS:** Amendments to the MLS rules and regulations may be made by a majority vote of the MLS Board of Directors present at any meeting at which a quorum is present. Insofar as such rules and regulations may affect the ethics of Participants, standards established by the NATIONAL ASSOCIATION OF REALTORS®, and the Nebraska Real Estate License Act and rules and regulations, and the general laws of agency and restraint of trade, they shall be subject to approval by the Board of Directors of OABR. 5/03

**Section 17. APPLICABLE LAW:** Any provision of these rules and regulations prohibited by, or contrary to, applicable law, is hereby deemed amended to conform to such applicable law. 5/03

**Section 18. TRANSMISSION TO THIRD-PARTY AGGREGATORS:** Upon receipt of a written complaint from a participant, substantiated with photographic evidence of a "For Sale By Owner" sign on a listed property, MLS shall cease transmitting that listed property information to third-party aggregators, and notify the listing broker that such listing information will not be sent to third-party aggregators until listing broker notifies MLS that a "For Sale By Owner" sign is no longer displayed on the subject property. On receipt of such notification by the listing broker, the data feed shall again be made to the third-party aggregators and notification shall be made to the complaining participant. 10/09

Exhibit A

Active MLS Fields (X = authorized IDX display fields)

Field Name	Res	Multi -Fam	Land	Comm-S	Comm-L	Rental
House number	X	X	X	X	X	X
Street Name	X	X	X	X	X	X
County	X	X	X	X	X	X
Zip Code	X	X	X	X	X	X
Subdivision	X	X	X	X	X	X
SID	X	X	X	X	X	
Area	X	X	X	X	X	X
Grade School	X	X	X			X
Jr High School	X	X	X			X
Sr High School	X	X	X			X
Property Sub Type	X	X	X	X	X	X
List Price	X	X	X	X		
Style	X					X
# of Rooms	X					X
# of Bedrooms	X					X
# of Baths	X					X
Master Bath Type	X					X
# of Fireplaces	X					X
# of Garage Spaces	X	X		X	X	X
Garage Type	X	X		X	X	X
Year Built	X	X		X	X	X
Tax Year	X	X	X	X		
Tax Amount	X	X	X	X		
3 <sup>rd</sup> Floor Square Feet	X					X
2 <sup>nd</sup> Floor Square Feet	X					X
Main Floor Square Feet	X					X
Finished Area Below Grade	X					X
Total Finished Square Feet	X					X
Basement	X	X		X	X	X
Basement %	X	X				X
Walkout Basement	X	X				X
Lot Dimensions	X	X	X	X		
Heating Fuel	X	X		X	X	X
Heating Type	X	X		X	X	X

Exhibit A (cont.)

Field Name	Res	Multi -Fam	Land	Comm-S	Comm-L	Rental
Sewer/Water	X	X	X	X	X	X
Listing Office	X	X	X	X	X	X
Listing Number	X	X	X	X	X	X
Status	X	X	X	X	X	X
New Construction	X	X		X	X	
Total # of Units		X				
Conversion		X				
Assessment Includes		X	X			
# of Parking Spaces		X		X	X	
Fence	X	X		X	X	X
Ownership Type		X	X	X		
Legal Description			X			
Assessments	X	X	X			
Utilities At Site			X	X	X	
Rail Siding				X	X	
Building Square Feet				X	X	
Office Square Feet				X	X	
Vacant Square Feet				X	X	
Rentable/Useable Square Feet				X	X	
Fire Sprinkler				X	X	
ADA Restrooms				X		
Available For Lease				X	X	
Construction				X		
Roof Type	X	X		X	X	
REO	X	X	X	X		
Lease Price					X	X
Building Available for Sale					X	
Cats Allowed						X
Dogs Allowed						X
Non-Smoking Unit						X
Professionally Managed						X
Section 8 Accepted						X
For Sale						X
Purchase Option Available						X
Application Fee						X
Deposit Amount						X
Date Available						X

