

# MLS RULES

(NAR, MMLS, GPRMLS Compared)

## NAR Handbook 2017 Guidelines

The compliance classification category of each item is denoted by the following symbol:

**M** Mandatory\*

**R** Recommended

**O** Optional

**I** Informational

11/27/17 – Add **M** after NAR Mandatory rules in Regional MLS Rules.

## **INTRO**

**NAR** – N/A

**MMLS**

### **Article 1. MLS PARTICIPATION (1.1 - 1.3)**

**PARTICIPATION**. Participation in the Midlands MLS Inc. ("MLS") shall be as provided in Article IV, of the Bylaws of Midlands MLS Inc. Each Participant shall be responsible to represent the Participant's firm in its relationship and responsibilities to the MLS. **1.1**

**TRANSFERS**. Participations are not transferable, and cannot be placed on an inactive basis, temporarily or permanently. **1.2**

**PARTICIPATION FEES**. Initial participation fees must accompany applications for participation, and are not refundable should the firm discontinue the service. **1.3**

## **GPRMLS**

### **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

**11/27/17 - Incorporate into rules. Review MMLS intro from orientation.**

# **LISTING PROCEDURES**

## **NAR**

### **NAR Model Rules**

#### **Section 1**

#### **Listing Procedures**

### **Listing Procedures**

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of the multiple listing service, and are taken by participants on *(indicate form[s] of listing[s] accepted by the service—See Notes 1 and 2)* shall be delivered to the multiple listing service within (usually 48) hours after all necessary signatures of seller(s) have been obtained: *(Amended 11/01)*

- a. single family homes for sale or exchange
- b. vacant lots and acreage for sale or exchange
- c. two-family, three-family, and four-family residential buildings for sale or exchange

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

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants
- assure that no listing form filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other participants of the multiple listing service acting as subagents, buyer agents, or both. *(Amended 11/96)*

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. *(Amended 11/96)*

The different types of listing agreements include:

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

The service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. *(Amended 4/92)*

The **exclusive right-to-sell listing** is the conventional form of listing submitted to the multiple listing service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. *(Amended 4/92)*

## **MMLS**

### **Article 2. LISTING PROCEDURES (2.1 -2.3.4)**

**LISTING PROPERTIES.** information entered in the Database Listing of real or personal property which is listed subject to a real estate broker's license, located within the territorial jurisdiction of the MLS, taken by Participants on listing forms acceptable to the MLS, shall be entered in the Database by the listing Participant within two business days after the day when all necessary signatures of seller/landlord have been obtained (except weekends and holidays). When a residential Listing is entered in the Database, the Lead Based Paint Disclosure Form, if the property was built before 1978 and the Seller Property Condition Disclosure Statement if required for the property under Neb. Rev. Stat. § 76-2,120 shall be included with the listing information entered in the Database except where sellers expressly direct that such disclosure documents not be disseminated in the MLS. If the listing Participant desires that the MLS enter the Listing, the MLS may charge an appropriate fee for such service. The MLS as a matter of local discretion has required submission of all legally required seller disclosure information (lead paint disclosure and sellers property condition disclosure statement). **2.1**

**FORM OF LISTING.** The MLS shall not require a Participant to submit a listing contract on a form other than the form the Participant individually chooses to utilize, provided the listing form is of a type acceptable to the MLS, although a "Property Data Form" may be required as approved by the MLS. The MLS, through its legal counsel, may: **2.2**

reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the Participants; **2.2.1**

assure that no listing form entered in the Database establishes, either directly or indirectly, any contractual relationship between the MLS and the client (buyer/tenant or seller/landlord). **2.2.2**

**TYPE OF LISTING.** 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 cooperation and compensation to the other Participants of the MLS acting as subagents, buyer agents, or both. The listing agreement must include the seller/landlord's authorization to submit the agreement to the MLS. **2.3**

The MLS will not accept net Listings because they are deemed unethical and, in Nebraska, illegal. Open Listings are not accepted because the nature of an open Listing is such as to usually not include the authority to cooperate with and compensate other brokers and inherently provides a disincentive for cooperation.

#### **2.3.1**

The exclusive right to sell Listing is the conventional form of Listings submitted to the MLS in that the seller/landlord authorizes the listing broker to cooperate with and compensate other brokers. **2.3.2**

The exclusive agency Listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller/landlord the general right to sell/lease the property on an unlimited or restrictive basis. The exclusive agency Listings and exclusive right to sell Listings with named prospects exempted, shall be clearly distinguished from the exclusive right to sell Listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell Listings with no named prospects exempted. **2.3.3**

Participant of a Buyer's Agent representing the buyer of a property not listed with any Participant may process property data and selling information, for statistical purposes as otherwise provided, after closing of the transaction. **2.3.4**

## **GPRMLS**

### **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 compensation to the other Participants of the MLS acting as subagents, buyer agents, or in any other agency or non-agency capacity allowed by law. 5/03

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

3. The different types of listing agreement include:

- a. exclusive right to sell
- b. exclusive agency
- c. open
- d. net

The MLS may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted, except where required by law, because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. 12/95

The exclusive right to sell listing is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. 12/95


The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations. 12/95

**11/27/17 – Adopt NAR Rule / Address highlighted in Input Rules**

## **TYPES OF PROPERTIES**

### **NAR (No equivalent MMLS or GPRMLS Rule)**

#### **Section 1.1 Types of Properties**

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

- residential
- residential income
- subdivided vacant lot
- land and ranch
- business opportunity
- motel-hotel
- mobile homes
- mobile home parks
- commercial income
- industrial

**11/27/17 - Do not include in rules.**



## **LISTINGS SUBJECT TO RULES AND REGS**

### **NAR**

**Section 1.1.1  
Listings Subject to  
Rules and Regulations  
of the Service**

Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s). **R**

### **MMLS**

**LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE MLS.** A Participant, by taking a Listing and entering it in the Database, agrees to abide by and follow the Rules and Regulations of the MLS as they may be amended from time to time. If the property is sold/leased before the Listing is entered in the Database, the Listing shall be entered as a new Listing with the information that the property is under contract being entered at the same time, unless the seller/landlord specifically requests that the Listing not be entered in the Database. **2.4**

### **GPRMLS**

**Section 1.1 LISTING SUBJECT TO RULES AND REGULATIONS OF THE SERVICE:** Any listing taken on a contract to be filed with the MLS is subject to the rules and regulations of the MLS upon signature of the seller(s). Unless disclosed otherwise in the listing information, the listing agent represents that the listing agreement conforms to Nebraska license law requirements, NAR requirements and authorizes some form of access to the real estate by cooperating agents, related industry professionals, and potential purchasers. 9/14

**11/27/17 – Adopt NAR Rule**

## **DETAIL ON LISTINGS**

### **NAR**

<b>Section 1.2</b>	A listing agreement or property data form, when filed with the multiple listing service by
<b>Detail on Listings</b>	the listing broker, shall be complete in every detail which is ascertainable as specified on
<b>Filed with the Service</b>	the property data form. <span style="border: 1px solid black; padding: 0 2px;">R</span>

### **MMLS**

**DETAIL ON LISTINGS ENTERED IN THE MLS.** Listing information when entered in the Database shall be complete in every detail which is ascertainable, as shown on the property data form. Incomplete or inaccurate listing information shall be subject to such penalties as may be established by the MLS. **2.5**

### **GPRMLS**

**Section 1.2 DETAIL ON LISTINGS FILED WITH SERVICE:** A listing agreement or Listing Input (LIP) Form, when filed with MLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the Listing Input (LIP) Form. 12/95

**11/27/17 – Adopt NAR Rule**

## **LIMITED SERVICE LISTINGS**


### **NAR (No equivalent MMLS or GPRMLS Rule)**

#### **Section 1.2.1 Limited Service Listings**

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

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

**Note:** Adoption of Section 1.2.1, limited service listings, is optional and a matter to be determined by each MLS. (Adopted 05/01) 

**11/27/17 - Do not include in rules.**

## **MLS ENTRY-ONLY LISTINGS**

### **NAR (No equivalent MMLS or GPRMLS Rule)**


#### **Section 1.2.2**

#### **MLS Entry-only Listings**

Listing agreements under which the listing broker will not provide any of the following services:

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

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

**Note:** Adoption of Section 1.2.2, MLS Entry-only Listings, is optional and a matter to be determined by each MLS. (*Adopted 05/01*) 

**11/27/17 - Do not include in rules.**

## EXEMPT LISTINGS

### NAR

#### **Section 1.3 Exempt Listings**

If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.

**Note:** Section 1.3 is not required if the service does not require all *(indicate type/s] of listing[s] accepted by the service)* listings to be submitted by a participant to the service. **M**

### MMLS

**EXEMPTED LISTINGS.** If the **seller/landlord** refuses to permit the property to be entered in the Database, the Participant may then take an exclusive right to sell or exclusive agency on a "Do Not Process" basis. The document signed by the seller/landlord declining to participate in the MLS shall be filed with the MLS. When **"Do Not Process" Listings are closed, data concerning the Listing will be entered in the Database by the listing broker for statistical and comparable purposes, providing the seller/landlord has previously given consent to the entry of the data.** **2.6**

### GPRMLS

**Section 1.3 EXEMPTED LISTINGS:** If the seller refuses to permit the listing to be disseminated by the MLS, the Participant may then take the listing and such listing agreement shall be filed with MLS, but not disseminated to the Participants. In the listing agreement, or any other certification, the seller must acknowledge that the benefits of MLS were explained to them and they are making an informed decision about declining the use of MLS. Specifically, the acknowledgement should explain that sharing information with other agents through the MLS exposes the property to the widest group of potential willing and able buyers, and provides the seller the best opportunity to attract offers at the highest price; and that sharing listing information with all agents via the MLS does not require the promotion of the property on public Internet sites or in other media. 11/14

**11/27/17 – Adopt NAR Rule / Change ‘Seller’ to ‘Seller/Landlord’ /Address highlighted in Input Rules**

**12/11/17 – Check with legal counsel regarding the requirement to input data in the MLS. What happens if seller strikes through part of listing agreement allowing agent to input data in MLS?**

## **CHANGE OF STATUS**

### **NAR**

#### **Section 1.4 Change of Status of Listing**

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within twenty-four (24) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker. **R**

### **MMLS**

**CHANGE OF STATUS OR TERMS OF LISTING AGREEMENT.** Any change in listed price or other changes in the original listing agreement shall be made only when authorized in writing by the seller/landlord. Changes in status such as the sale of a listed property that does not require the seller/landlord to continue marketing the property shall also be entered in the Database. All such changes shall be entered in the Database within two business days after the day when all necessary signatures have been obtained by the listing Participant. Changes in status, such as a sale of a listed property, do not require the signature of the seller/landlord. The MMLS Staff may request and, if so, the Participant shall provide documentation justifying change prior to MMLS staff making additions, deletions and/or modifications to the MLS data. **2.7**

### **GPRMLS**

**Section 1.4 CHANGE OF STATUS OF LISTING:** Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with MLS within twenty-four (24) hours after said authorized change is received by listing broker. 5/03

**11/27/17 – Adopt NAR Rule**

## **WITHDRAWAL PRIOR TO EXPIRATION**

### **NAR**

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

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

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

### **MMLS**

**WITHDRAWAL OF LISTINGS PRIOR TO EXPIRATION.** Listings of property may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement if the listing broker has secured the written agreement of the seller/landlord authorizing the withdrawal. The agreement shall be maintained by the listing broker as part of the file for such Listing and shall be furnished to the MLS upon request of the Executive Vice President of the MLS. Sellers/landlords do not have the unilateral right to require the MLS to withdraw a Listing without the listing broker's concurrence. However, when a seller/landlord can document that his exclusive relationship with the listing broker has been terminated, the MLS may remove the Listing at the request of the seller/landlord. **2.8**

### **GPRMLS**

**Section 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:** Listed property may be withdrawn from MLS by the listing broker before expiration date of the listing agreement provided notice is filed with MLS including a copy of an agreement between the seller and the listing broker which authorizes withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller. 5/03

**11/27/17 – Adopt NAR Rule**

## **CONTINGENCIES**

### **NAR**

#### **Section 1.6**

#### **Contingencies Applicable to Listings**

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

### **MMLS**

**PENDING CONTINGENT CONTRACT – CONTINUED ACTIVE.** Upon acceptance of a contingent contract and the agreement in writing by all parties to the transaction to maintain the listing or marketing in active status, the listing Participant shall update the listing by disclosing at the beginning of the Agent Remarks in the MLS as follows: “Contact Listing Agent prior to showing.” **3.11**

### **GPRMLS**

**Section 1.6 CONTINGENCIES APPLICABLE TO LISTINGS:** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants. 12/95

**11/27/17 – MMLS and GPRMLS to discuss with MLS Boards.**


**12/11/17 – Bring forward once all key differences that need to be address can be compiled are reviewed.**



## **LISTING PRICE SPECIFIED**

### **NAR (No equivalent MMLS Rule)**

#### **Section 1.7 Listing Price Specified**

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

### **MMLS – N/A**

### **GPRMLS**


**Section 1.7 LISTING PRICE SPECIFIED:** The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction. 12/95

**11/27/17 – Adopt NAR Rule**

## **LISTING MULTIPLE UNIT PROPERTIES**

### **NAR**

#### **Section 1.8 Listing Multiple Unit Properties**

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

### **MMLS**

**LISTING MULTIPLE UNIT PROPERTIES**. All improved properties which are to be or may be sold/leased separately must be entered individually, unless it adjoins unimproved property. When part of a property which has been entered in the Database has been sold/leased, proper notification shall be given to the MLS. 2.9

### **GPRMLS**

**Section 1.8 LISTING MULTIPLE UNIT PROPERTIES:** All properties which are to be or may be sold separately must be indicated individually in the listing and on the Listing Input (LIP) Form. When part of a listed property has been sold, proper notification should be given to MLS. 2/97

**11/27/17 – Adopt NAR Rule**

## **COOPERATION WITH OTHER BROKERS**

**MMLS** (No equivalent NAR or GPRMLS Rule)

**COOPERATION WITH OTHER BROKERS**. Any Listing submitted to the MLS shall provide for cooperation by other brokers participating in MLS. Except for new construction properties, if a Listing is entered in the Database, cooperating brokers must be permitted to show the property immediately upon its entry. **2.10**

**11/27/17 – MMLS & GPRMLS to bring to MLS Board.**

**12/11/17 – Bring forward once all key differences that need to be address can be compiled are reviewed.**

## **NO CONTROL OF COMMISSION RATES OR FEES**

### **NAR**

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

The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants. **M**

### **MMLS**

**NO CONTROL OF COMMISSION RATES OR FEE CHARGES 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.  
**2.15**

### **GPRMLS**

**Section 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS:** MLS shall not fix, control, recommend, suggest or maintain commission rates or fees for service to be rendered by Participants, and further, MLS shall not fix, control, recommend, suggest or maintain any division of commissions or fees between Cooperating Participants or between Participants and Non-Participants.  
12/95


**11/27/17 – Adopt NAR Rule**

## **EXPIRATION OF LISTINGS**

### **NAR**

#### **Section 1.10 Expiration of Listings**

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

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. *(Amended 11/01)* 

### **MMLS**

**EXPIRATION, EXTENSION AND RENEWAL OF LISTINGS.** Any Listing entered in the MLS automatically expires on the date specified in the listing agreement unless renewed by the listing broker, and notice of renewal or extension is entered in the Database prior to expiration. If notice of renewal or extension is dated more than 30 days after the expiration date of the original listing agreement, then a new listing agreement must be secured for the Listing to be entered in the Database. It should then be published as a new Listing. Any extension or renewal of a listing agreement must be signed by the seller/landlord and be entered in the Database. **2.11**

### **GPRMLS**

**Section 1.10 EXPIRATION OF LISTINGS:** Listings filed with MLS will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the MLS. 2/07

**11/27/17 – Adopt NAR Rule**

## **TERMINATION DATE ON LISTINGS**

### **NAR**

**Section 1.11  
Termination Date  
on Listings**

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

### **MMLS**

**EXPIRATION DATE**. Listings entered in the Database shall bear a definite and final expiration date as negotiated between listing broker and the seller/landlord. **2.13**

### **GPRMLS**

**Section 1.11 TERMINATION DATE ON LISTINGS:** Listings filed with MLS shall bear a definite and final termination date as negotiated between the listing broker and the seller. 12/95


**11/27/17 – Adopt NAR Rule**

## **JURISTITION**

### **NAR**

#### **Section 1.12 Jurisdiction**

Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to the service. Listings of property located outside the MLS's jurisdiction will (or will not) be accepted if submitted voluntarily by a participant, but cannot be required by the service. (*Amended 11/01*)

**Note:** Associations must choose whether the service will accept listings from beyond its jurisdiction into the MLS compilation. (*Amended 11/88*) 

### **MMLS**

**JURISDICTION.** Only Listings of the designated types of property located within the jurisdiction of the Board of REALTORS® are required to be submitted to the MLS. Listings of properties located outside the Board's jurisdiction will not be accepted. **2.14**

### **GPRMLS**

**Section 1.12 JURISDICTION:** Only listings of the designated types of property, located within the jurisdiction and Market Area of OABR are required to be submitted to the MLS. Listings of property located outside the OABR jurisdiction and Market Area will be accepted if submitted voluntarily by a Participant, but cannot be required by the MLS. 5/03

**11/27/17 – Adopt NAR Rule**

## **LISTINGS OF SUSPENDED PARTICIPANTS**

### **NAR**

#### **Section 1.13 Listings of Suspended Participants**

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

### **MMLS**

**LISTINGS OF SUSPENDED OR EXPELLED PARTICIPANTS.** When a Participant of the MLS is suspended or expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board By-Laws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all Listings currently entered in the Database by the suspended or expelled Participant shall, at the Participant's option, be retained in the Database until sold/leased, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board or MLS (or both) for failure to pay appropriate dues, fees or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the suspended or expelled Participant's Listings in the Database. Prior to any removal of a suspended or expelled Participant's Listings from the Database, the suspended Participant should be advised in writing of the intended removal so that the suspended or expelled Participant may advise Participant's clients. **2.16**



## **GPRMLS**

**Section 1.13 LISTINGS OF SUSPENDED PARTICIPANTS:** When a Participant of the MLS is suspended from the MLS for failing to abide by a membership duty (i.e., violations of the Code of Ethics, Board Bylaws, MLS Bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the board (except where MLS participation without board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS Compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his or her clients. 2/97

**11/27/17 – Adopt NAR Rule**

## **LISTINGS OF EXPELLED PARTICIPANTS**

### **NAR**

#### **Section 1.14 Listings of Expelled Participants**

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

### **MMLS – Combined 'Suspended' and 'Expelled' together above.**

### **GPRMLS**

**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

**11/27/17 – Adopt NAR Rule**

## **LISTINGS OF RESIGNED PARTICIPANTS**

### **NAR**

#### **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. **O**

### **MMLS**

**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 Database. Prior to any removal of a resigned Participant's Listings from the Database, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise Participant's clients. **2.17**

### **GPRMLS**

**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

**11/27/17 – Adopt NAR Rule**

**11/27/17 – Address listings of deceased participants (state law)**

## **TIME PERIODS**

**NAR** – No equivalent NAR Rule

### **MMLS**

**TIME PERIODS SPECIFIED**. All time periods referred to herein concerning entering and/or reporting shall begin subsequent to date of the listing agreement or date of action. Saturdays, Sundays, and holidays are excluded from the calculation of said periods. **2.12**

### **GPRMLS**

**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

**11/27/17 – Keep Section / Change Hours to Days and exclude Weekends an U.S. Post Office holidays.**

# SELLING PROCEDURES


## SHOWINGS AND NEGOTIATIONS

### NAR

#### Section 2 Showings and Negotiations

#### Selling Procedures

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

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

### MMLS

#### Article 3. SELLING/LEASING PROCEDURES

**APPOINTMENTS FOR ACCESSING OR SHOWING AND NEGOTIATIONS FOR PURCHASE**. Negotiations for purchase/lease of properties or for making arrangements for accessing or showings of properties listed in the Database shall be conducted through the listing broker, except if: **3.1**

the seller/landlord and listing agent have agreed on a different manner of making arrangements for showings, or **3.1.1**

the listing broker gives the selling broker specific authority for showings of property or to negotiate directly, or **3.1.2**

after reasonable effort, the selling broker cannot contact the listing broker or the broker's representative, the selling broker shall notify the Executive Vice President of the MLS. Such officer may grant authority to the selling agent to present an offer when accompanied by such officer or to contact the seller/landlord directly for the purpose of arranging the showing of a property. However, the listing broker shall have the option to preclude such direct negotiations by cooperating brokers **3.1.3**

## **GPRMLS**

### **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

**11/27/17 – Adopt NAR Rule**

## **PRESENTATION OF OFFERS**

### **NAR**

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

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

### **MMLS**

**PRESENTING OFFER.** The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. **3.2**

### **GPRMLS**

**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


**11/27/17 – Adopt NAR Rule**

## **SUBMISSION OF WRITTEN OFFERS**

### **NAR**

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

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

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

### **MMLS**

**ALL WRITTEN OFFERS SUBMITTED.** The listing broker shall submit to the seller/landlord all written offers until closing unless precluded by law, government rules, regulation, or agreed otherwise in writing between the seller/landlord and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend the seller/landlord obtain the advice of legal counsel prior to acceptance of the subsequent offer. **3.5**

### **GPRMLS**

**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

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice when there is a question about whether a pre-existing contract has been terminated. 2/07


**11/27/17 – Adopt NAR Rule**



## **RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER**

### **NAR**

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

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 4/92) 

### **MMLS**

**RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER.** The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller/landlord of any offer he secures for purchase/lease. Such individual does not have the right to be present at any discussion or evaluation of that offer by the seller/landlord and the listing broker. However, if the seller/landlord gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker has secured is presented, the cooperating broker has the right to a copy of the seller/landlord's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. **3.3**

### **GPRMLS**


**Section 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:** The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. 3/14

**11/27/17 – Adopt NAR Rule**

## **RIGHT OF COOPERATING BROKER IN PRESENTATION OF COUNTER -OFFER**

### **NAR**

**Section 2.4  
Right of Listing  
Broker in Presentation of  
Counter-offer**

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

### **MMLS**

#### **RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER.**

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller/landlord. Such individual does not have the right to be present at any discussion or evaluation of a counter-offer by the buyer/tenant (except when the cooperating broker is a subagent). However, if the buyer/tenant gives instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has a right to a copy of the buyer/tenant's written instructions. **3.4**

### **GPRMLS**

**Section 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS:** The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has a right to a copy of the purchaser's or lessee's written instructions. 5/03

**11/27/17 – Adopt NAR Rule**

## **REPORTING SALES TO THE SERVICE**

### **NAR**

#### **Section 2.5 Reporting Sales to the Service**

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within \_\_\_\_ hours after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within \_\_\_\_ hours after occurrence and the listing broker shall report them to the MLS within \_\_\_\_ hours after receiving notice from the cooperating broker. *(Amended 11/11)*


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

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

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

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

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

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

## **MMLS**

**REPORTING OF SALES.** Status changes, including final closing of sales, shall be entered in the Database by the listing office within two business days after they have occurred. If negotiations were carried on under paragraph 3.1.1, 3.1.2, or 3.1.3 the selling broker shall report accepted offers to the listing office within one business day after the occurrence, and the listing office shall enter the data in the Database within one business day after receiving notice from the selling broker. **3.4**

## **GPRMLS**

**Section 2.5 REPORTING SALES TO THE MLS:** Status changes, including final closing of sales, shall be reported to the MLS by the listing broker within 48 hours after they have occurred. If the status “Active No Showings” is indicated in the MLS, the status must be changed to “Active” before showing the property to prospective purchasers. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker. 4/15

NOTE: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its Participants. 5/03

**11/27/17 – Adopt NAR Rule**

## **REPORTING RESOLUTIONS OF CONTINGENCIES**

### **NAR**

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

The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled. **M**

### **MMLS**

**CONTINGENCY ACTIONS.** The listing broker shall enter in the Database if a Listing has been cancelled or a contingency in a Listing has been fulfilled or renewed, within two business days after the event. **3.9**

### **GPRMLS**

#### **Section 2.6 CONTINGENCIES AND/OR FIRST RIGHT OF REFUSAL:**

- a. Any contingencies and/or first right of refusal affecting the marketability of the listing must be disclosed in the remarks section of the listing, and filed with the MLS within twenty-four (24) hours of the effectiveness of such items. 5/03
- b. Listing broker must report to MLS within twenty-four (24) hours that a contingency or first right of refusal on file with MLS has been fulfilled or renewed, or the agreement canceled. 5/03

**11/27/17 – Adopt NAR Rule / Change to 2 business days**

## **ADVERTISING OF LISTINGS FILED WITH THE SERVICE**

### **NAR**

**Section 2.7  
Advertising of Listings  
Filed With the Service**

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

### **MMLS**

**ADVERTISING LISTINGS.** Advertising of any Listing by a Participant, other than the listing office, is permissible only with consent of the listing office. This paragraph shall not prohibit reproduction of data in accordance with the terms of paragraph 9.5, participation in IDX in accordance with Article 14 or operation of a VOW in accordance with Article 15. **3.7**

### **GPRMLS**

**Section 2.7 ADVERTISING OF LISTING FILED WITH THE MLS:** A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker. 12/95

**11/27/17 – Adopt NAR Rule**

## **REPORTING CANCELLATION OF PENDING SALE**

### **NAR**

**Section 2.8  
Reporting Cancellation  
of Pending Sale**

The listing broker shall report immediately to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately. **M**

### **MMLS**

**PENDING SALE NOT CONSUMMATED.** The listing office shall report immediately to the MLS at the time any pending sale or lease is not consummated and the Listing shall be reprocessed immediately. **3.8**

### **GPRMLS**


**Section 2.8 REPORTING CANCELLATION OF PENDING SALE:** The listing broker shall report immediately to the MLS the cancellation of any pending sale and the listing shall be reinstated immediately. 12/95

**11/27/17 – Adopt NAR Rule**

## **DISCLOSING THE EXISTENCE OF OFFERS**

### **NAR (NO EQUIVALENT MMLS OR GPRMLS RULE)**

**Section 2.9  
Disclosing the  
Existence of Offers**

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

**11/27/17 - Do not include in rules. Covered by license law. Permission given in listing agreement.**



## **AVAILABILITY OF LISTED PROPERTY**

### **NAR (NO EQUIVALENT MMLS OR GPRMLS RULE)**

**Section 2.10  
Availability of  
Listed Property**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (*Adopted 11/05*) ☐

**11/27/17 - Do not include in rules. Covered by COE.**

**11/27/17 – Meeting End**

## **INPUT RULES**

**NAR** – no equivalent rules

## **SIMULATED PHOTOS**

### **MMLS**

**Simulated Photos.** The word “simulated” shall be placed across the photographs set forth in the Database where the Listing does not feature the actual photograph. **3.10.1**

### **GPRMLS (No equivalent Rule)**

**12/11/17 – Adopt MMLS Rule**

**Replace ‘Database’ with ‘MLS’**

## **PHOTO GUIDELINES**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

All listing photographs or graphics must directly promote the listed property and its amenities.

Any listing photograph that prominently features a yard sign, where the yard sign exceeds ten percent of the photograph's area, or where an agent's name or contact information is legible is prohibited.

Any property photo must promote the property for sale and its amenities and is to contain no other text, graphics, or other messages, except: (1) identifying watermarks (limited to Participants logo and/or name, not to exceed 10% of the total area of the photo) and (2) the word "SIMULATED" may be placed on photos where the Listing does not feature the actual photograph of the property, and the word "MODEL" may be placed on the photos of model homes in MLS but not available for sale. The MLS Staff is directed to delete any property pictures that display anything else, including deleting pictures and property information and/or the complete listing if necessary. *(Updated 1-19-2016)*

**12/11/17 – No legible contact info in signs**

## **USE OF PHOTOS**

### **MMLS**

**Use of Additional Photos by Subsequent Agent.** If a listing agent places photographs in the MLS, those photographs may not be used by another listing agent who subsequently lists the property without the permission of the original listing agent. **3.10.7**

### **GPRMLS**

- **Photo Copyright:** An agent cannot use the photos (the Work) a prior agent took to promote the property. Copyright protection on photos flows to the agent who created the Work. That agent has the right to control the reproduction and use of the photograph(s), including the right to deny others the right to reproduce or use the Work. Other real estate companies or agents who desire to utilize such photographs will need to obtain the permission of the author of that Work.

**12/11/17 – Adopt MMLS Rule**

## **BROKER /MLS WATERMARKS**

**MMLS** (No equivalent Rule)

**GPRMLS**

MLS Rule 14.15 includes alteration to MLS photos and that watermarks on photos must be clearly visible on all IDX displays

**12/11/17 – Adopt GPMLS Rule**

## **MODEL HOMES**

### **MMLS**

**Model Homes.** The word “MODEL” shall be inputted in the ‘Street Name’ field, directly behind the actual street name on all model home Listings, (i.e., Vine MODEL or Beechwood MODEL). The actual address of the model home shall be disclosed in the ‘Agent Remarks’ field. The words “SOLD, MODEL HOME” shall appear at the beginning of Agent Remarks. The word “MODEL” shall also be placed across the photograph set forth in the Database. **3.10.2**

### **GPRMLS**

**Model Homes for Sale:** If a model home is listed, it must be subject to a valid listing agreement and include the total price for the home with the lot unless it is clearly indicated in the public remarks section. If closing and possession are not readily available, an estimated future date must be specified in the public remarks section. A model may not be listed in MLS if it is not being offered for sale with cooperation to other Participants of MLS, unless its status is Active-Model Home Not for Sale.

**Model Homes Not for Sale:** Model homes not for sale may only be listed in the MLS under the status Active-Model Home Not for Sale. In such cases, the first line of public remarks must say “Model Home Not for Sale.” Model homes not for sale will only be able to have the status of Active-Model Home Not for Sale, Cancelled, and Expired.

**12/11/17 – Keep Model Home info in one section – Add word ‘MODEL’ to photos**

## PATIO HOMES/VILLAS

### MMLS

**Patio Homes.** A Patio Home may be entered under the additional property types of Detached Residential and/or Attached/Condo/Townhome. The words “PATIO HOME” shall be inputted at the beginning of Marketing and Agent Remarks. The words “PATIO HOME” shall also be placed across the photograph set forth in the Database. All duplicate Listings must be cross- referenced in the ‘Agent Remarks’ field by MLS number, i.e. “Duplicate Listing #123456.” Only the actual Patio Home Listing may be placed on pending (or sold) status, with the other duplicate Listing(s) being withdrawn at the time the Listing goes under contract. **3.10.3**

### GPRMLS (No equivalent Rule)

**Property Subtype = Detached**

**CTV Field = Yes**



The screenshot shows a portion of a MLS form. The 'Condo/Townhouse/Villa' field is highlighted in yellow and has a red 'R' icon. Below it, the 'Listing Agent' field is also highlighted in yellow and has a red 'R' icon. The 'Listing Office 1' field is highlighted in blue and has a red 'R' icon. A dropdown menu is open for the 'Listing Office 1' field, showing 'No' and 'Yes' options. A mouse cursor is pointing at the 'Yes' option.

**12/11/17 – Use GPRMLS Fields to differentiate**

## **DUPLICATE LISTINGS**

### **MMLS**

**Duplicate Listings.** All duplicate Listings must be cross-referenced in the 'Agent Remarks' field by MLS number, i.e. "Duplicate Listing #123456." Only one Listing may be placed on pending (or sold) status, with the other duplicate Listing being withdrawn at the time the Listing goes under contract. **3.10.4**

### **GPRMLS**

Participants may list a parcel for sale in only one property type at a time.

- Exception: A listing may be entered in both the Residential and Residential Rental property type at the same time.
- Exception: When they reference each other by MLS # in the agent remarks, and only one is processed when off-market.

**12/11/17 – Adopt MMLS Rule**



## **REALTOR INFORMATION**

### **MMLS**

**REALTOR® Information.** Information regarding the listing agent and/or listing company (including, but not limited to, names, logos, phone numbers, e-mail and Internet site addresses), as well as information regarding the seller/landlord and the showing of the property, shall be allowed only in the 'Agent Remarks' and other data fields specifically labeled for such information, and shall not be permitted to be displayed in text fields, graphics, or hypertext-linked displays that are publicly viewable. This restriction does not apply to the name of the builder, a "Listing Courtesy of (Broker Name)" statement consistent with the IDX public display, or an ownership or copyright identifier (limited to the Participant's company logo, company name and/or company URL) located in a photograph in the bottom ten percent of the picture area. In addition, third-party promotional or advertising information including, without limitation, company names, logos, URLs, trademarks, trade names, and the like shall not be permitted to be displayed in text fields, system graphics, or other publicly-viewable fields. **3.10.5**

### **GPRMLS**

Information regarding the listing agent or the listing company shall be allowed only in the "Agent Remarks," "Office Remarks," or "Syndication Remarks" and other data fields that are specifically labeled for such information, and shall not be permitted to be displayed in text fields, graphics, or hypertext-linked displays that are publicly viewable (see below for exceptions).

The above restrictions do not apply to:

- The name of the builder of the listed property.
- A "Listing Courtesy of (Broker Name)" statement that is consistent with an IDX public display
- An ownership or copyright identifier (limited to the Participant's company logo, company name and/or company URL) located in a photograph not exceeding ten percent of the picture area.

**12/11/17 – Adopt GPRMLS Rule**

## **EXPIRED LISTINGS – RIGHT TO CALL**

### **MMLS**

**Expired Listings - Right to Call.** If a listing broker receives notification from a seller/landlord after a listing agreement of the seller/landlord's property has expired, that the seller/landlord wishes to terminate the consent they gave to receive contacts by telephone or otherwise from the Subscribers of the MLS, the listing company agrees to enter this information into an appropriate data field in the Database. The listing company, by being a Participant in the MLS, agrees to indemnify and hold harmless any other Participant and the Subscribers associated with such Participant, from any liability, fines or civil penalties that might result from the listing company's failure to comply with this rule. **3.10.6**

### **GPRMLS (No equivalent Rule)**

**12/11/17 – Strike Rule – Addressed by license law**

## **PUBLIC REMARKS**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

- Public Remarks can contain incentives from the seller to the buyer but not incentives from the seller to agents or firms.

#### **Examples of what Public Remarks cannot contain:**

- Agent name or phone numbers
- Reference to lender financing
- Website addresses or information
- Builder promotion (i.e.) "sold by best builder in town"
- Promotion of the listing agent or listing agents firm including reference to branded virtual tours or videos
- Use our preferred lender and have your closing costs paid
- Free credit report and appraisal if you choose to use ... lender
- Wholesale financing rates available with purchasing this home, call for info
- Short Sale
- \$5000 bonus to selling agent
- Lock Box Codes

#### **Examples of what Public Remarks can contain:**

- \$\$\$ carpet/decorating/repair allowance
- Seller will pay \$\$\$ toward buyers closing costs
- 1<sup>st</sup> years homeowners association dues paid
- 1 year home warranty provided/included
- Seller will pre-pay 1 full year of property taxes
- Big Screen TV & Surround Sound included
- Seller will finish Basement with acceptable contract
- Seller financing available
- Rent-to-own/Lease option available

### **12/11/17 – Adopt GPRMLS Guidelines**

## **AGENT REMARKS**

### **MMLS**

**Agent Remarks Section.** All remarks in the 'Agent Remarks' field shall be directly related to the sale of the listed property and shall not refer to the business models or policy decisions of the listing company or other Participants. **3.10.8**

### **GPRMLS**

Agent Remarks are the ones to be seen by other real estate agents.

**12/11/17 – Adopt MMLS Rule**

## **OFFICE ONLY REMARKS**

**MMLS** (No equivalent Rule)

**GPRMLS**

- Office Only Remarks are to be seen only by other agents within the firm (including all the firm branches).

**12/11/17 – Research use of ‘Office Only’ Remarks**

## **SYNDICATION REMARKS**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

Syndication Remarks will be included in feeds for syndicated third party public websites. These remarks are not subject to MLS policies otherwise applicable to public remarks.

**12/11/17 – Adopt**

# **AUCTION**

## **MMLS**

**Auction.** If a property placed in the MLS is to be sold at auction, the following rules shall apply: **3.10.9**

The word "AUCTION" shall be placed at the beginning of the 'Agent Remarks' field, followed by the date and time of the auction. **3.10.9.1**

The word "AUCTION" shall be placed at the beginning of the publicly viewable 'remarks' field. **3.10.9.2**

Any photo that is to be displayed in the electronic MLS shall have the word "AUCTION" placed across the photograph. **3.10.9.3**

The word "AUCTION" shall be inputted in the 'Street Name' field directly behind the actual street name on all auction listings (i.e. Vine AUCTION, or Beechwood AUCTION). **3.10.9.4**

## **GPRMLS**

### **AUCTION PROPERTIES**

#### **Rules and Procedures**

Great Plains REALTORS® Multiple Listing Service (MLS)

- 1) There are 6 auction listing property types: Residential, Multi-Family, Land, ~~Commercial For Sale~~, ~~Commercial For Lease~~, Residential Rental.
- 2) For market statistics purposes, when an auction listing sells, the sale price and property information is to be entered in the MLS in the appropriate property type.
- 3) When a "buyer premium" is added, the sale price is the contract price.
- 4) If the seller will accept a purchase offer prior to the scheduled auction, Remarks must state:
  - Purchase offers may be submitted prior to the auction, specifying any time requirements.
  - The compensation to be paid in the event of a pre-auction sale.
  - The property is available for showing.
  - If an offer is accepted prior to the scheduled auction, there will be no auction.
- 5) Remarks must state:
  - How participants/subscribers can represent a bidder.
  - Compensation to be paid to the participant/subscriber representing the successful bidder.
  - When and how potential bidders may inspect the property.
- 6) Auctions have a language of their own. Review the attached Auction Glossary developed by NAR.

#### **Remarks Examples**

- 7) Inadequate auction disclosures.
  - Property Under Auction Terms! Home features a separate family room, fireplace and view of Bay from living room.  
Private: This property is under auction terms! Cooperating broker commission 2.5% with \$15000 minimum. Talk to listing agent for details. Note agent Fax xxx-xxx-xxxx. Call Lee (xxx) xxx-xxxx.

- 8) Absolute Auction with Required Disclosures
  - This is an ABSOLUTE AUCTION—will sell regardless of price on Fri. May 30<sup>th</sup> at 1:07pm. \$5000 deposit required to bid. 10% buyers premium, registration required, close escrow 30 days with NO contingencies. 2 bedroom, 1 bath on corner lot in downtown XYZ. Previews Sun 5/18 and 5/25 at 2:37-5:37pm to obtain bidders packets.  
Private: Broker participation welcome subject to Companies Auction Exchange model and guidelines. Call xxx-xxx-xxxx for details.
- 9) Reserve Auction with Required Disclosures
  - \$389,000 is the starting price. This is a RESERVE AUCTION on site Saturday July 21 at 1:07pm. Open Houses 7/7@10:07-12:07 and 7/14@1:07-3:07pm. Don't miss this Great Opportunity to buy a beautiful home.  
Private: Broker participation welcome subject to Companies Auction rules, call x(xxx)xxx-xxxx for details.
- 10) Minimum Bid Auction with Required Disclosure
  - Real Estate Auction! Home will be sold to highest and best bidder after minimum bid of \$395, 000 is reached. Auction date is November 10<sup>th</sup> @11:10am on location. Must register in advance @ xxx.com to receive and review bidders package. Must have cashiers check of \$20,000 to bid. 10% buyers premium will be added to highest bid for final contract price.  
Private: Must register in advance @ xxx.com to receive and review bidders package.

Other Examples

- 11) Property is to be auctioned Thursday, April 10, 2008 at 2:00 pm at the XXXXXXXX. Registration for auction begins at 12:30 pm. Scheduled Pre-Auction Viewing for these properties are from 2:30-4:30 on Sunday, March 30, 4:00-6:00 on Tuesday April 1 and 11:00-1:00 on Sunday April 6.  
Private: To be eligible for payment of the Participating Broker Fee, a participating broker must adhere to All rules of the auction company and MUST attend Open House with Buyer. Call LA if any questions.
- 12) Property is under auction terms. Sold as-is. Great possibilities for investors, rehabbers, and builders! Call Listing Office for bidding package, which includes all information.

**12/11/17 – Revisit at future date**



## **FINES**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

Violations of the listing input policy below can result in the information, photograph or graphic being administratively deleted. In addition, violations of the policy in a 12-month period will result in the following penalties:

- 1<sup>st</sup> offense: warning
- 2<sup>nd</sup> offense: \$50
- 3<sup>rd</sup> offense: \$100
- 4<sup>th</sup> offense: \$200
- Subsequent offenses: \$200

Note: Nothing in this policy however shall limit the MLS Board's ability to impose penalties including fines up to \$15,000 as defined in the MLS Rules and Regulations.

**12/11/17 – Put together with rule enforcement**

**Change Subsequent offenses to 'At the discretion of the MLS Managing Board**

**1/10/18 – Move Compliance Rules below this section**

## **CONFIDENTIAL INFORMATION**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

Any personal information related to the seller or landlord, or the showing of the property shall not be entered in any field, or featured on any graphic, that is publicly viewable.

**12/11/17 – Adopt**

## **THIRD-PARTY INFORMATION**

### **MMLS (end of Rule 3.10.5)**

In addition, third-party promotional or advertising information including, without limitation, company names, logos, URLs, trademarks, trade names, and the like shall not be permitted to be displayed in text fields, system graphics, or other publicly-viewable fields.

### **GPRMLS**

Information related to any third-party (including company names, logos, URLs, trademarks, trade-names and the like) shall not be entered in any field or featured on any graphic that is publicly viewable, except when they directly promote the listed property or its amenities.

**12/11/17 – See MMLS Rule 3.10.5**

## **BEDROOMS FIELD**

**MMLS** (No equivalent Rule)

**GPRMLS**

The “Bedrooms” field in the MLS is to be populated with conforming bedrooms only (in terms of egress).

**12/11/17 – Adopt**

## **LATE LISTING SUBMISSION**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

- **Late Listing Submission:** All Residential listings including new construction must be entered into the MLS within 48 hours of the listing date, excluding weekends.
  - Fine: \$100 per each violation, plus a fine of \$100 for each additional day beyond the deadline for timely submission.
  - When dissemination of listing information in the MLS system is not approved by a seller, the executed listing agreement shall be filed with the MLS Office either electronically, in person, or must be postmarked if sent by U.S. Mail, within 48 hours and must include an acknowledgement demonstrating an informed decision to waive MLS service, signed by the seller(s), the listing agent and the broker or office manager.

**12/11/17 – Adopt - Put together with fines and rule enforcement**

## **STATUS CHANGES**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

- **Status Changes:** Status changes, including final closing of sales, shall be reported to the MLS by the listing broker within 48 hours after they have occurred. If the status “Active, No Show” is indicated in the MLS, the status must be changed to “Active” before showing the property to prospective purchasers.
  - Fine: \$100 per each violation, plus a fine of \$100 for each additional day the status remains incorrect.
  - Violations may be considered as evidence in a Professional Standards matter against the listing agent.

**12/11/17 – Adopt - Put together with fines and rule enforcement**

## **NO SHOW LISTINGS**

### **MMLS**

**COOPERATION WITH OTHER BROKERS**. Any Listing submitted to the MLS shall provide for cooperation by other brokers participating in MLS. Except for new construction properties, if a Listing is entered in the Database, cooperating brokers **must be permitted to show the property immediately upon its entry.** 2.10

### **GPRMLS**

**NO SHOW Listings:** Listings not available for showing within 7 days of the list date when input in the MLS system shall be entered with the “Active, No Show” status. Active listings, which become unavailable for showing for a period that extends beyond 7 days must be updated to the “Active, No Show” status.

**12/11/17 – Bring forward once all key differences that need to be address can be compiled are reviewed.**

## **SECURITY CODES**

**MMLS** (No equivalent Rule)

**GPRMLS**

**Security and Lockbox Codes:** MLS listings are not to include security codes (lockbox, gate, garage, etc.).

**12/11/17 – Adopt**



## **ASSOCIATED DOCUMENTS**

**MMLS** (No equivalent Rule)

**GPRMLS**

- **Associated Documents:** Associated Documents in Paragon can only be associated and contain information about the listing and may not include anything that promotes an agent or company.

**12/11/17 – Adopt**

## **LIST DATE**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

- **List Date:** “List Date” in the MLS will be the beginning of the listing term as specified in the Listing Agreement, unless Option C is selected on the Seller Acknowledgement Form, in which case “List Date” will be the date the listing is processed in MLS.

In the case where Option C is selected on the Seller Acknowledgement Form, and the seller subsequently authorizes the promotion of the property, the listing must be processed within 48 hours, and the date of the seller’s authorization becomes “List Date” in the MLS.

**12/11/17 – Adopt**

## **NEW CONSTRUCTION**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

**New Construction:** New construction listings must include the total price for the home with the lot unless it is clearly indicated in the public remarks section. If the sale is contingent on a buyer entering into a construction contract with a particular builder, that information must also be disclosed in the public remarks section.

**12/11/17 – Adopt**

## **LISTING AGREEMENTS**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

**Listing Agreements:** One of the purposes of the MLS is to accumulate and disseminate listing information among Participants. Properties that are not, in fact, subject to a valid listing agreement and being offered for sale through the listing brokerage, are not to be listed in the MLS with the exception of model homes and properties subject to a compensation agreement.

**12/11/17 – Adopt**

## **PERSONAL PROPERTY**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

**Personal Property:** House trailers, mobile homes and other items of personal property may **only** be listed in MLS if they constitute improvements to real property offered for sale or lease, and then the total price for the real estate and the improvements is to be listed.

**12/11/17 – Address mobile homes separately**

## **LOTS**

**MMLS (No equivalent Rule)**

**GPRMLS**

**Lots:** Lots available for people to build new homes on can be listed as Land.

**12/11/17 – Strike rule**

## **UNIFORM PURCHASE AGREEMENT**

**MMLS** (No equivalent Rule)

**GPRMLS**

**Uniform Purchase Agreement:** Any changes made to the body-text of the Uniform Residential Purchase Agreement by a member will deem it no longer a Uniform Purchase Agreement and cannot be named as such.

**12/11/17 – Strike rule**

## **CONTRACT-PENDING LISTINGS**

### **MMLS**

**PENDING CONTINGENT CONTRACT – CONTINUED ACTIVE.** Upon acceptance of a contingent contract and the agreement in writing by all parties to the transaction to maintain the listing or marketing in active status, the listing Participant shall update the listing by disclosing at the beginning of the Agent Remarks in the MLS as follows: “Contact Listing Agent prior to showing.” **3.11**

### **GPRMLS**

**Contract-Pending Listings:** When a seller accepts an offer to purchase, the property’s Active status must be changed to Pending within 48 hours (MLS Rule 2.5). However, if a seller instructs that the listing maintain its Active-status in an effort to attract backup offers, and seller is unable to immediately accept an offer, due to the previously accepted contract, then the words “**Contract Pending**” shall be added to the Public Remarks within 48 hours of the earlier contract acceptance. In cases where the accepted offer includes a first-right-of-refusal, or similar clause, the words “**Contract Pending**” can be replaced with “**Subject to First Right of Refusal**” in Public Remarks. *(Effective 12-1-2015) (Updated 11/29/16)*

**12/11/17 – Bring forward once all key differences that need to be address can be compiled are reviewed.**



## **FAILURE TO CORRECT LISTING**

### **MMLS (No equivalent Rule)**

### **GPRMLS**

**Failure to Correct Listing:** Failure to correct listing input policy violations, status changes, inaccurate data, or failing to submit required documentation within seven days of receiving notice may result in a fine to the listing agent of \$200.00 in accordance with MLS Rule 7.1 (c). This fine is in addition to other applicable fines. *(Effective 4-1-2016)*

**12/11/17 – Adopt**

## **COMPENSATION AGREEMENTS**

### **MMLS**

Participant of a Buyer's Agent representing the buyer of a property not listed with any Participant may process property data and selling information, for statistical purposes as otherwise provided, after closing of the transaction. **2.3.4**

### **GPRMLS**

**Compensation Agreements:** 'Compensation Agreement', has been added to 'Agreement Type' in the MLS as an additional option for selling brokers who sold a property not subject to a listing agreement under a Compensation Agreement that included permission of the owner to share the property information in the MLS. (Effective 1/1/2018)

If entered in the MLS the following guideline apply:

- The property must be entered with a 'SOLD' status within 7 business days of the closing date.
- All required fields for a 'SOLD' property must be populated.
- Once the input agent saves the property, the 'Listing Agent' and 'Listing Office' fields will be populated with 'Not Listed'.
- Because the property is not subject to a listing agreement it will not be available through syndication, IDX or VOW sites, or through email notifications in the MLS but will be included in MLS stats.

**12/11/17 – Check with legal counsel regarding the requirement to input data in the MLS. What happens if seller strikes through part of listing agreement allowing agent to input data in MLS?**

## **REFUSAL TO SELL**

### **NAR**

#### **Refusal to Sell**

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

If the seller of any listed property filed with the multiple listing service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the service and to all participants. **R**

### **MMLS**

**REFUSAL TO SELL/LEASE.** If the seller/landlord of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing agreement, such fact shall be transmitted immediately to the MLS and to all Participants. **4.1**

### **GPRMLS**

#### **REFUSAL TO SELL**

**Section 3. REFUSAL TO SELL:** If the seller of any listed property filed with MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the MLS and to all Participants. 12/95

## **PROHIBITIONS**

### **INFORMATION FOR PARTICIPANTS ONLY**

#### **NAR**

##### **Section 4 Information for Participants Only**

##### **Prohibitions**

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

#### **MMLS**

**LISTINGS NOT AVAILABLE TO NON-PARTICIPANTS.** Except as otherwise specifically provided in Article 14 or Article 15, no Listing entered in the Database shall be made available to any non-Participant in the MLS without the consent of the listing broker, **except the Board of Directors of Midlands MLS Inc. may, upon a two-thirds vote of the MLS Board of Directors, grant access to the Database to governmental entities with or without charge. This rule shall not prohibit use of the Database by office personnel and personal assistants who have been issued a private access password to the Database and who are performing tasks which do not require the individual to hold a Nebraska real estate license. 5.1**

#### **GPRMLS**

**Section 4. INFORMATION FOR PARTICIPANTS ONLY:** Any listing filed with the MLS shall not be made available to any broker or firm not a Participant of the MLS without the prior consent of the listing broker. 2/97

**12/11/17 – Is 2<sup>nd</sup> part of MMLS rule addressed in Bylaws? If so, add to intro. Adopt NAR.**

**\*\*Note: Highlighted portion covered in NAR 2.5 (see page 35 – Note 2)**

## **SPECIAL ISSUANCE OF PASSWORD**

**NAR** (No equivalent Rule)

**MMLS**

**SPECIAL ISSUANCE OF PASSWORD.** Office personnel and personal assistants who have been approved by the Participant of an office may be issued a private access password to the Database upon the Participant registering such individual with the MLS. Registration shall include the Participant, office personnel, personal assistant and sales person(s) with whom the personal assistant is associated, as the case may be, signing **a Request for Private Access Password form**. Access to the Database shall be used by office personnel and personal assistants who have been issued a private access password pursuant to the terms of this paragraph shall be limited to activities that do not require a Nebraska real estate license. Additionally, access to, or use of the information contained in the Database shall be subject to these Rules and Regulations. **5.2**

**GPRMLS** (No equivalent Rule)

**12/11/17 – Adopt MMLS**

**a Request for Private Access Password form** – replace with ‘an application’

## **UNAUTHORIZED US OF PASSWORD**

**NAR** (No equivalent Rule)

**MMLS**

**UNAUTHORIZED USE OF PASSWORD.** No person shall permit the private access password assigned to them to be used by any person other than an individual who currently has a private access password to the Database issued to them. Each REALTOR® shall promptly report any violation of this Rule to the MLS Executive Vice President. **5.3**

**GPRMLS** (No equivalent Rule)

**12/11/17 – Adopt MMLS but strike last sentence**

## **USE OF LOCK KEYS**

### **NAR (No equivalent Rule)**

### **MMLS**

**USE OF LOCK KEYS.** Use of lock keys shall be in accordance with the Lock Box Security Requirement policies set forth in the handbook on Multiple Listing Policy of the National Association of REALTORS®, as they now exist or as they may be amended or modified in the future. In addition to use of lock keys by REALTOR® members, Affiliate members engaged in real estate related fields such as heating, plumbing, electrical and air conditioning inspection and maintenance, building maintenance and repair, surveying and mapping, property inspection, pest control, and such other fields as may from time to time be authorized by MLS, may be granted authorization to accept custody and responsibility for lock key use in connection with providing services directly related to their field. No affiliate shall use a lock key to access a property without first having made arrangements in accordance with rule 3.1. Office personnel and personal assistants who do not hold real estate licenses may obtain a key for use in connection with their real estate office activities for purposes that do not require the individual to hold a Nebraska real estate license, upon receiving prior approval from the broker of the office where they are affiliated. No individual key holder shall permit their key to be used by any other person. **5.4**

### **GPRMLS (No equivalent Rule)**

**12/11/17 – Adopt MMLS rule**

## **REMOVAL OF LOCKBOX**

**NAR (No equivalent Rule)**

**MMLS**

**REMOVAL OF LOCK BOX.** Whenever the status of a Listing in the MLS is no longer active or pending, the listing agent shall promptly remove any lock box from the property. Failure to remove a lock box within five days after the Listing is no longer active or pending without the seller/landlord's consent shall constitute a violation of the MLS Rules and Regulations. **5.5**

**GPRMLS (No equivalent Rule)**


**12/11/17 – Adopt MMLS rule**



## **FOR SALE SIGNS**

### **NAR**

Section 4.1  
For Sale Signs

Only the for sale sign of the listing broker may be placed on a property. *(Amended 11/89)* 

### **MMLS**

**FOR SALE SIGNS.** Only the "FOR SALE" signs of the listing broker may be placed on a property. **5.7**


### **GPRMLS**

**Section 4.1 "FOR SALE" SIGNS:** Only the "For Sale" signs of the listing broker may be placed on the property. 12/95

## **SOLD SIGNS**

### **NAR**

#### **Section 4.2 Sold Signs**

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

### **MMLS**

**"SOLD" SIGNS.** Prior to closing, only the "SOLD" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. **5.8**

### **GPRMLS**

**Section 4.2 "SOLD" SIGNS:** Prior to closing, only the "sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating broker (selling) broker to post such a sign.  
2/97

## **SOLICITATION OF LISTING FILED WITH SERVICE**

### **NAR**

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

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

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

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

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

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

### **MMLS**

**SOLICITATIONS FOR LISTINGS.** Participants shall not solicit a listing on property filed with the MLS unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations. **5.6**

### **GPRMLS**

**Section 4.3 SOLICITATION OF LISTING FILED WITH THE MLS:** Participants shall not solicit a listing on property filed with the MLS unless such solicitation is consistent with NAR's REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations. **2/97**

**NOTE:** This Section is to be construed in a manner consistent with the Code of Ethics and particularly its Standards of Practice. This Section is intended to encourage sellers to permit their properties to be filed with the MLS by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration. **2/97**

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker. **12/95**

This Section is also intended to encourage brokers to participate in the MLS by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by the Section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers. 12/95

This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to the Code of Ethics. 2/97

## **AGENT REPORTS AVAILABLE ONLY TO PARTICIPANTS AND SUBSCRIBERS**

**NAR** (No equivalent Rule)

**MMLS**

**AGENT REPORTS AVAILABLE ONLY TO PARTICIPANTS AND SUBSCRIBERS.** Any and all reports generated by or available from the MLS Database which are designated as any type of “Agent” report shall not be provided or made available to any person or party other than a Participant or Subscriber. **5.9**

**GPRMLS** (No equivalent Rule)

**12/11/17 – Adopt MMLS rule**

## **DIVISION OF COMPENSATION**

## **DIVISION OF COMMISSIONS**

### **NAR**

#### **Division of Commissions**

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

The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be



a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. *(Amended 11/98)*

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

The 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 nonagency capacities defined by law) which may be the same or different. *(Amended 11/96)*

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

**Note 2:** The listing broker may, from time to time, adjust the compensation offered to other multiple listing service participants for their services with respect to any

listing by advance published notice to the service so that all participants will be advised. (*Amended 4/92*)

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\*The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by an association multiple listing service is that the information to be published shall clearly inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount (*Amended 5/10*)

**Note:** MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation). (*Adopted 5/08*)

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

Points paid by seller on behalf of buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed, down payment assistance, additions or alterations not considered deferred maintenance, and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed upon monetary value. (*Adopted 05/12*)

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

**Note 4:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. *(Amended 5/10)*

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

**Note 6:** Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they 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. *(Amended 5/09)* **M**



## **MMLS**

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

In submitting a Listing to the MLS, the Participant is making blanket unilateral offers of compensation to other Participants, and shall therefore specify on each Listing the compensation being offered to the other Participants. Specifying the compensation on each Listing is necessary, because the cooperating broker has the right to know what compensation shall be prior to his endeavor to sell.

The compensation specified on Listings published by 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 Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on Listings published by the MLS shall be shown in one of the following forms:

- 1) by showing a percentage of the gross selling price; or
- 2) by showing a definite dollar amount; or
- 3) by showing asterisks when compensation is affected by a third party, explanation required in agent remarks.

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 nonagency capacities defined by law) which may be the same or different. 12

This subsection 6.1 shall not preclude the listing broker from offering any 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.

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

The MLS shall make no rule on the division of commissions between Participants and non- Participants. This shall remain solely the responsibility of the listing broker.

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

Nothing in these MLS rules precludes a listing Participant and a cooperating Participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

The MLS shall 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. The MLS 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. **6.1**

## **GPRMLS**

### **DIVISION OF COMPENSATION**

**Section 5. COMPENSATION SPECIFIED ON EACH LISTING:** The listing broker shall specify, on each listing filed with the MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the

transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. 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

## **DISCLOSING POTENTIAL SHORT SALES**

### **NAR**

#### **Section 5.0.1 Disclosing Potential Short Sales**

**Note:** Select one of the following two options. **M**

**Option #1:** Multiple listing services that permit, but do not require, participants to disclose potential short sales should adopt the following rule.

Participants may, but are not required to, 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) to other participants and subscribers. *(Amended 5/09)*

**Option #2:** Alternatively, multiple listing services that require participants to disclose potential short sales should adopt the following rule.

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. *(Amended 5/09)*

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**For Options #1 or #2:** As a matter of local discretion, MLSs may, but shall not be required to, adopt the following rule:

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. *(Adopted 5/09)*

**MLSs that adopt the discretionary provision shown immediately above may, but are not required to, adopt the following rule:** Where participants communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within \_\_\_\_ hours of receipt of notification from the lender. *(Adopted 5/10)*

## **MMLS**

**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. **6.2**

## **GPRMLS**

**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

## **OFFERING SELLING/LEASING BONUSES**

**NAR** (No equivalent rule)

### **MMLS**

**OFFERING SELLING/LEASING BONUSES.** A selling/leasing bonus, when offered on properties entered in the Database, shall contain the specific amount of the bonus, specific terms, conditions, time limitations and other appropriate details of the bonus offer, and shall be entered in the Database. All selling/leasing bonuses shall be payable by the listing broker to the cooperating broker. **6.3**

### **GPRMLS**


**Section 5.0.2 OFFERING SELLING/LEASING BONUSES:** An MLS Participant that offers a selling or leasing bonus to cooperating Participants shall enter all details in the agent remarks section of the Database. All bonuses shall be paid directly to the selling or leasing company. 4/13

**12/11/17 – Adopt MMLS rule**

## **PARTICIPANT AS PRINCIPAL**

### **NAR**

#### **Section 5.1 Participant as Principal**

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

### **MMLS**

**ACTING AS PRINCIPAL.** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in property, the Listing of which is to be disseminated through the Database, that person shall disclose that interest when the Listing is entered in the Database and such information shall be disseminated to all Participants. If a Participant or any licensee (including licensed or certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the seller/landlord not later than the time the offer of purchase is submitted to the listing broker. **6.4**

### **GPRMLS**

**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



## **PARTICIPANT AS PURCHASER**

### **NAR**

#### **Section 5.2**

#### **Participant as Purchaser**

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

### **MMLS (Incorporated in Rule above)**

### **GPRMLS**

**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

## **DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS**

### **NAR**

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

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (*Amended 5/01*) **M**

### **MMLS**

**DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS.** The existence of a dual or variable rate commission arrangement, (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase/lease. **6.5**

### **GPRMLS**

**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, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. **5/03**

## **COMPENSATION PAYOUT**

**NAR** (No equivalent Rule)

**MMLS**

**COMPENSATION PAYOUT.** Compensation of cooperating broker, if any is due, shall paid to the cooperating broker by the listing broker the later of when due or five (5) business days after the listing broker receives the compensation from which the cooperating compensation is due. **6.6**

**GPRMLS** (No equivalent Rule)

**11/27/17 – GPRMLS unable to get approved by NAR.**

**12/11/17 – Adopt MMLS rule – Add, “unless otherwise disclosed in Agent Remarks”**

**12/11/17 - Meeting End**

## SERVICE CHARGES

### NAR

#### Section 6 Service Fees and Charges

### Service Charges

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

**Initial Participation Fee:** An applicant for participation in the service shall pay an application fee of \$\_\_\_\_\_ with such fee to accompany the application.

**Note:** The initial participation fee shall approximate the cost of bringing the service to the participant.

**Recurring Participation Fee:** The annual participation fee of each participant shall be an amount equal to \$\_\_\_\_\_ times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the fiscal year of the multiple listing service. Fees shall be prorated on a monthly basis.

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

**Listing Fee:** A participant shall pay a monthly listing fee in an amount equal to the number of listings he filed with the service during the previous month, multiplied by the listing fee of \$\_\_\_\_\_ per listing.

**Note:** An alternative provision for the listing fee is: "For filing a new listing or renewal of a listing with the service, a fee of \$\_\_\_\_\_ shall accompany each listing when filed with the service."

**Optional:** It is a matter of agreement between the listing and selling brokers as to whether or not the cooperating broker shall reimburse the listing broker for the listing fee. The multiple listing service shall not be concerned because this is an arrangement between cooperating brokers, and the multiple listing service rules do not dictate the compensation offered to cooperating brokers by the listing broker. (*Amended 4/92*)

**Subscription Fees:** One complete set of current listings shall be supplied to the participant upon payment of the application fee and the participation fee, and the participant shall be responsible for a subscription fee of \$\_\_\_\_\_ for each additional set of listings to be supplied to each individual, employed by or affiliated as an independent contractor (including licensed or certified appraisers) with the participant who has access to and who utilizes the service.

**Note 1:** This should be a minimal charge based on actual costs of producing and distributing the information.

**Note 2:** Any combination of charges may be used if they are in accordance with the National Association's MLS Antitrust Compliance Policy Point No. 3, which prohibits a fee that is contingent on the sale of a listed property.

**Note 3:** Financing from the multiple listing service should be adequate but not in such amounts as to be the source of financing the association's operation. The multiple listing service should pay its own way and allow for a reasonable operating reserve, but it is merely another service of the association and not the principal activity or reason for the association's existence. As long as it is able to restrict its services exclusively or primarily to association members, the service is not properly an association profit center.

**Note 4:** Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, amend Section 6, recurring participation fee and subscription fees, as necessary to include such individuals in the computation of MLS fees and charges. (Adopted 4/92) **R**

## **MMLS**

**SCHEDULE OF CHARGES.** Service charges shall be made for operation of the MLS, to defray its costs. The charges and fees for services may be set by MLS and adjusted from time to time. **7.1**

**BILLING PROCEDURES.** Monthly payment of fees for MLS services shall be paid by Subscribers as follows:

By electronically deducting such charges from an account designated by each Subscriber on the first business day of each month for the current month's MLS service, or **7.31**

If the electronic transaction fails for the first time during any six-month period due to the fault of the Subscriber (such as for non-sufficient funds or for a closed account), a delinquent notice will be **mailed sent you** to both the Subscriber and the Participant requiring full payment by the Subscriber of all MLS service fees within ten days from the date of mailing. **7.31**

The accounts of Subscribers: **7.33**

with unpaid electronic accounts at the end of the ten-day period referred to in paragraph 7.3.2, or **7.3.3.1**

if the electronic transaction has failed more than once during any six-month period to the fault of the Subscriber (such as for non-sufficient funds or a closed account), or **7.3.3.2**

with any unpaid prepayment accounts will be dealt with as follows: **7.3.3.3**

The Subscriber shall be immediately suspended from further service and the Subscriber and the Participant's firm's broker shall be notified by mail of the suspension. The notification shall warn of the impending termination of the Participant's firm from the MLS as is provided in paragraph 7.3.3.3.3 below. **7.3.3.3.1**

The Subscriber's suspension will remain in force until the account is paid in full, together with any bank charges which have been imposed upon the MLS as the result of Subscriber's account, plus the payment of such reinstatement penalty as may be set by the Board of Directors from time to time. **7.3.3.3.2**

If the Subscriber is still affiliated with the Participant at the end of 30 days after the date of Subscriber's suspension, the Participant's MLS service will be terminated and the Participant will be required to pay all fees associated with the setup of a new MLS firm to reestablish service. The Subscriber will be considered as no longer being affiliated with the Participant's firm when the Participant has turned in the Subscriber's real estate license to the Nebraska Real Estate Commission or the license has been transferred to another firm. **7.3.3.3.3**

The Participant shall not be liable for the fees of any suspended or terminated Subscriber. **7.3.3.3.4**

**EXEMPTION RULE.** The REALTOR® Participant of the MLS shall be exempt from payment of the MLS charge for any individual employed by or affiliated as a licensee with the Participant if such individual is involved solely in property management. Such exemption shall be effective for the fiscal year in which the exemption is granted, and shall be reaffirmed annually. The exemption shall be effective when approved by the MLS. The exemption for any individual shall automatically be revoked upon the individual's utilization of the MLS or being involved in the Listing or sale of real property in any manner. If the exemption is revoked, dues shall be assessed for the entire fiscal year in which revocation took place. **7.2**

**WAIVER OF SERVICES AND FEES.** Waiver of MLS services and fees will normally be granted for periods of not less than 90 days and shall be limited to humanitarian or non-elective medical reasons. Granting of such waiver will be conditional upon the individual not having any active listing entered in the MLS, and will carry the same conditions as specified in Article 7.2 with regard to effective date and revocation. **7.4**

## **GPRMLS**

### **Section 6. SERVICE FEES AND CHARGES:**

- a. Initial Participation Fee: An applicant for participation in the MLS shall pay an application fee as determined by the MLS Board of Directors and such fee shall accompany the application. 12/95
- b. There shall be a monthly charge for each Participant plus a monthly charge for each person affiliated as a real estate licensee or registered, licensed or certified appraiser with such Participant, unless exempted under SECTION 6 (e) hereafter. The monthly charges will be determined by the MLS Board of Directors. 5/03
- c. Supplies and forms shall be charged to the Participant. 12/95 **Consensus to Remove**
- d. **BILLING PROCEDURES:** The monthly payment of fees for MLS services shall be paid by Subscribers as follows:
  - d.1 By electronically deducting such charges from an account designated by each Subscriber on the first business day of each month for current month's service, or
  - d.2 If the electronic transactions fails for the first time during any six-month period due to the fault of the Subscriber (such as for non-sufficient funds or a closed account), a delinquent notice will be mailed to both the Subscriber and the Participant requiring full payment by the Subscriber of all MLS service fees within ten days.
  - d.3 The accounts of Subscribers:
    - d.3.1 with unpaid electronic accounts at the end of the ten-day period referred to in paragraph d.2, or
    - d.3.2 if the electronic transaction has failed more than once during any six-month period due to the fault of the Subscriber (such as for non-sufficient funds or a closed account), or
    - d.3.3 with any unpaid prepayment accounts will be dealt with as follows:

d.3.3.1 The Subscriber shall be immediately suspended from further service and the Subscriber and the Participant's firm's broker shall be notified by mail of the suspension. The notification shall warn of the impending termination of the Participant's firm from the MLS as is provided in paragraph d.3.3.3 below.

d.3.3.2 The Subscriber's suspension will remain in force until the account is paid in full, together with any bank charges which have been imposed upon the MLS as the result of the Subscriber's account, plus the payment of such reinstatement penalty as may be set by the Board of Directors from time to time.

d.3.3.3 If the Subscriber is still affiliated with the Participant at the end of the 30 days after the date of the Subscriber's suspension, the Participant's MLS service will be terminated and the Participant will be required to pay all fees associated with the setup of a new MLS firm to reestablish service. The Subscriber will be considered as no longer being affiliated with the Participant's firm when the Participant has turned in the Subscriber's real estate license to the Nebraska Real Estate Commission.

d.3.3.4 The Participant shall not be liable for the fees of any suspended or terminated Subscriber, **once the Participant has turned in the Subscriber's real estate license to the Nebraska Real Estate Commission. 3/13**

**1/10/18 – Add verbiage to d.3.3.4 as highlighted in GPRMLS rule.**

**Consensus to combine both intros and remove c. from GPRMLS**

**Fine schedule, insufficient funds? (Ask Debbie) re Bank Fee and repeat offender policy**



## **EXEMPTION RULE**

### **MMLS**

**EXEMPTION RULE.** The REALTOR® Participant of the MLS shall be exempt from payment of the MLS charge for any individual employed by or affiliated as a licensee with the Participant if such individual is involved solely in property management. Such exemption shall be effective for the fiscal year in which the exemption is granted, and shall be reaffirmed annually. The exemption shall be effective when approved by the MLS. Replace with line below. The exemption for any individual shall automatically be revoked upon the individual's utilization of the MLS or being involved in the Listing or sale of real property in any manner. If the exemption is revoked, dues shall be assessed for the entire fiscal year in which revocation took place. **7.2**

**WAIVER OF SERVICES AND FEES.** Waiver of MLS services and fees will normally be granted for periods of not less than 90 days and shall be limited to humanitarian or non-elective medical reasons. Granting of such waiver will be conditional upon the individual not having any active listing entered in the MLS, and will carry the same conditions as specified in Article 7.2 with regard to effective date and revocation. **7.4**

### **GPRMLS**

**EXEMPTION RULE:** The Participant of the MLS may be exempt from payment of the MLS monthly charge for any individual employed by or affiliated as an independent contractor with the Participant, who does not actually have access to or use of the MLS in any way, at any time. The MLS Board of Directors reserve the sole and exclusive right to approve all requests and guidelines for exemptions. The exemption for any individual shall automatically be revoked upon the individual's access or use of the MLS in any manner. 5/03

Falsification of the MLS Waiver Form (exemption form), or failure to notify the Directors of any change of status of an approved exemption, shall subject the individual and Participant to such penalty as the Board of Directors may determine. 5/03

**1/10/18 – Replace MMLS black bolded text with GPRMLS yellow highlighted text.**

## COMPLIANCE WITH RULES

### AUTHORITY TO IMPOSE DISCIPLINE

#### NAR

##### **Section 7 Compliance with Rules — Authority to Impose Discipline**

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

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one (1) year
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (*Revised 11/14*) **M**

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

#### MMLS

**AUTHORITY TO IMPOSE DISCIPLINE.** By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following: **10.4**

letter or warning. **10.4.1**

letter of reprimand. **10.4.2**

attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration.

**10.4.3**

appropriate, reasonable fine not to exceed \$15,000. **10.4.4**

suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year. **10.4.5**

termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. **10.4.6**

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

## **GPRMLS**

**Section 7. AUTHORITY TO IMPOSE DISCIPLINE:** By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. Letter of warning
- b. Letter of reprimand
- c. Attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration.
- d. Appropriate, reasonable fine not to exceed \$15,000.
- e. Suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one (1) year
- f. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Revised 11/14) **M**

**Note:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation

the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 11/14) **M**

## **COMPLIANCE WITH RULES**

### **NAR**

#### **Section 7.1 Compliance with Rules**

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

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

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

### **MMLS (No equivalent rule)**

### **GPRMLS**

**Section 7.1 COMPLIANCE WITH RULES:** Penalties may be imposed by the MLS Board of Directors for the following violations of the MLS rules and Policies. Amount of penalties to be determined by the Board of Directors in its sole discretion. 5/03 (Updated 3/2016)

- a. All accounts unpaid after fifteen (15) days from date billed shall cause immediate suspension of all MLS service. Any such suspension shall remain in force until the account is paid in full, or until satisfactory arrangements are made with the Board of Directors. 12/95
- b. Failure to file within forty-eight (48) hours a copy of the listing after all required signatures have been obtained. 3/08
- c. Failure to correct listing input policy violations, status changes, inaccurate data, or failing to submit required documentation within seven days of receiving notice may result in a fine to the listing agent in an amount established by the MLS Board. 11/12 (Updated 3/2016)
- 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

**1/10/18 – Consensus to adopt GPRMLS**


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

### **NAR**

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

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject

the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. *(Adopted 4/92)*

**Note:** Adoption of Section 7.2 is optional and should be adopted by multiple listing services desiring to establish authority to impose discipline on non-principal users or subscribers affiliated with MLS members or participants. *(Adopted 4/92)* 

### **MMLS (No Equivalent Rule)**

### **GPRMLS**

**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

**1/10/18 – Consensus to adopt GPRMLS**

## **VIOLATION OF RULES**

### **PENALTIES**

#### **NAR (No equivalent rule)**

#### **MMLS**

**PENALTIES.** Penalties as determined by the MLS, may be imposed by the MLS for the following violations of the MLS Rules and Regulations: **10.1**

failure to submit a listing within the required time limit after all required signatures are received.

**10.1.1**

entry of incomplete or inaccurate listing information in the Database. **10.1.2**

failure to complete a Pre-Sold, New construction Residential Data Input Form within two business days after closing of the transaction if the listing information has not previously been inputted in the Database. **10.1.3**

failure to report any change in listed price or other change in original listing agreement within two business days after the event. **10.1.4**

failure to submit a pending report within two business days after the date of acceptance of the offer. **10.1.5**

failure to submit sold information within ten days after closing date. **10.1.6**

violation of paragraph 5.1 regarding the Database, paragraphs 5.2 or 5.3 regarding passwords, paragraph 5.4 regarding lock keys or paragraph 5.5 regarding lock box removal. **10.1.7**

violation of the input rules set forth in paragraph 3.10. **10.1.8**

#### **PROCEDURES FOR PENALTIES.**

If a penalty is called for in paragraph 10.1, such penalty shall be established by the Board of Directors of the MLS with a list of such penalties being published to the Participants on a regular basis. Written notification of a penalty shall be given to the MLS member and their broker. Any member against whom a penalty has been levied shall have the right to request an appearance before the Board of Directors of the MLS for the purpose of discussing the facts which gave rise to the penalty and asking for reconsideration of the imposition and/or amount of the penalty. The request shall be in writing and

given to the Executive Vice President within 30 days from the date of the written notification of imposition of the penalty. **10.2.1**

If a penalty has not been paid within 30 days of notification of the imposition of the penalty or within 30 days following a review of the penalty after an appearance by the member before the Board of Directors of the MLS as provided in Article 10.2.1, such failure shall be considered the same as an unpaid account and the actions set forth in paragraph 7.3.3 shall be carried out. **10.2.2**

If, in the opinion of the MLS Board of Directors, after due notice and opportunity for a hearing, a Subscriber or Participant shows unwillingness to comply with or disregard of the operating rules and procedures, such Subscriber or Participant may be suspended. **10.2.3**

**OTHER VIOLATIONS.** For failure to comply with any rule other than those set forth in paragraph 10.1, the provisions of paragraphs 11.1 and 11.2 shall apply. **10.3**

**GPRMLS – Address above in input/listing rules**

**1/10/18 – Make sure everything in MMLS section is covered above in Listing policies.**



## **REMOVAL OF LISTINGS WHEN PARTICIPANT REFUSES/FAILS TO TIMELY REPORT STATUS CHANGES**

**NAR** (No equivalent Rule)

**MMLS** (No equivalent Rule)

**GPRMLS**

**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

**1/10/18 – Consensus to adopt GPRMLS**

## **FINANCIAL PENALTY**

### **NAR**

### **MMLS**

### **GPRMLS**

**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

**1/10/17 – Addressed in all three sets of Rules (NAR Section 7 Mandatory Rule)**

## **MEETINGS**

### **NAR**

#### **Meetings**

##### **Section 8 Meetings**

The meetings of the participants in the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of the service. **R**

### **MMLS (No equivalent rule)**

### **GRPMLS**

**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

**1/10/17 - Consensus of the group that it needs to be addressed Bylaws in LLC, not in MLS Rules.  
(Kyle and Doug to discuss per Kyle)**

## **ENFORCEMENT OF RULES OR DISPUTES**

### **CONSIDERATION OF ALLEGED VIOLATIONS**

#### **NAR**

**Section 9  
Consideration of  
Alleged Violations**

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

#### **MMLS**

**CONSIDERATION OF COMPLAINTS.** The MLS Board of Directors shall give consideration to all written complaints from Subscribers and Participants having to do with a violation of the Rules and Regulations.  
**11.1**

#### **GPRMLS**

**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 **M**

# **VIOLATIONS OF RULES AND REGULATIONS**

## **NAR**

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

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the directors' decision. *(Amended 11/96)*

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. *(Amended 2/98)* **M**

#### **Optional Provision for Establishing Nonmember Participatory Rights (Open MLS)\***

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the board of directors of the MLS and if a violation is determined, the board of directors may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the professional standards committee of the association in accordance with the bylaws of the association of REALTORS®. Alleged violations of Section 16 of the rules and regulations shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association. *(Amended 2/98)*

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\*Only adopt this provision if the association's MLS is open to nonmember participants (otherwise qualified individuals who do not hold REALTOR® membership anywhere).

## **MMLS (No equivalent rule)**

## **GPRMLS**

**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

**1/10/18 – Adopt GPRMLS - Add sentence referencing staff enforcing rules at the direction of the MLS Board of Managers and assessing fine.**

## **COMPLAINTS REFERRED TO PROFESSIONAL STANDARDS**

### **NAR (No equivalent rule)**

### **MMLS**

**COMPLAINTS REFERRED TO PROFESSIONAL STANDARDS.** If the alleged offense is a violation of the Rules and Regulations of the MLS and does not involve a charge of alleged unethical conduct or request for arbitration, it may be considered by the MLS Board of Directors. The party complained against shall be given a copy of the complaint and thereafter a hearing shall be held by the MLS Board of Directors concerning such complaint. The respondent shall be afforded due process in connection with the hearing. If a violation is determined, the MLS Board of Directors may direct the imposition of such sanctions as are appropriate in the circumstances which will be limited to the sanctions set forth in the Code of Ethics and Arbitration Manual of the National Association of Realtors, as amended from time to time, as sanctions which may be imposed against a member of a Board of Realtors for violation of the Code of Ethics except any reference to the right of an individual to membership or affecting membership shall be construed to apply to a member's status as a Participant or Subscriber in the MLS. The recipient of a sanction pursuant to this paragraph may request a hearing before the Professional Standards Committee of the REALTORS® Association of Lincoln and if the REALTORS® Association of Lincoln has entered into a Statewide Professional Standards Agreement, the hearing concerning such matter shall be before a committee established by such agreement. **11.2**


### **GPRMLS (No equivalent rule)**

**1/10/18 – Consensus to combine with GPRMLS 9.1**

## **COMPLAINTS OF UNETHICAL CONDUCT**

### **NAR**

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

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

### **MMLS**

**COMPLAINTS OF UNETHICAL CONDUCT.** All other complaints of unethical conduct shall be referred by the MLS Board of Directors to the Executive Vice President of the REALTORS® Association of Lincoln, for appropriate action in accordance with the professional standards procedures established in the REALTORS® Association of Lincoln Bylaws. **11.3**

### **GPRMLS**

**Section 9.2 COMPLAINTS OF UNETHICAL CONDUCT:** All other complaints of unethical conduct shall be referred by the MLS Board of Directors to the OABR Board of Directors for appropriate action in accordance with the usual professional standards procedure under terms of the OABR Bylaws. 2/97



## **CONFIDENTIALITY OF MLS INFORMATION**

### **NAR**

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

#### **Confidentiality of MLS Information**

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

### **MMLS**

**CONFIDENTIALITY OF MLS INFORMATION.** Any information provided by the MLS to the Participants shall be considered official information of the MLS. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. **12.1**

### **GPRMLS**

**Section 10. CONFIDENTIALITY OF MLS INFORMATION:** Any information provided by the MLS to the Participants shall be considered official information of MLS. Such information shall be considered confidential and exclusively for the use of Participants, real estate licensees affiliated with such Participants, those Participants who are registered, licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, registered, licensed or certified appraisers affiliated with such Participants, and others authorized by the MLS Board of Directors. 5/03 **M**

## **MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION**

### **NAR**

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

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

### **MMLS**

**MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION.** The information published and disseminated by the Database is communicated verbatim, without change by the MLS, as entered in the Database by the Participant. The MLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold MLS harmless from and pay the cost of defense of any claim arising from any inaccuracy or inadequacy of the information such Participant places in the Database. **12.2**

### **GPRMLS**

**Section 10.1 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:** The information published and disseminated by the MLS is communicated verbatim, without change by the MLS, as filed with the MLS by the Participant. The MLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides. 12/95

## **REMINDER OF OBLIGATION TO ABIDE BY FAIR HOUSING LAWS**

**NAR** (No equivalent rule)

**MMLS**

**REMINDER OF OBLIGATION TO ABIDE BY FAIR HOUSING LAWS.** Participants are responsible to determine that all data electronically entered into the Database complies with all fair housing laws. Each Participant agrees to hold MLS harmless from and pay the cost of defense of any claim arising from any information the Participant places in the Database which results in a charge or finding that such information is in violation of such laws. **12.3**

**GPRMLS** (No equivalent rule)

**1/10/18 – Adopt MMLS Rule**

## **ACCESS TO COMPARABLE AND STATISTICAL INFORMATION**

**NAR** (No equivalent rule)

**MMLS**

**ACCESS TO COMPARABLE AND STATISTICAL INFORMATION.** Board Members who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLS, 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 **Board Members** and individuals affiliated with Board 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 provided in these Rules and Regulations.

**12.4**

**GPRMLS**

**Section 10.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** Board members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase, 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. Such information is, in fact, owned by OABR. This information is provided for the exclusive use of Board members belonging to OABR and individuals affiliated with OABR 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, or as authorized by the OABR. 5/03

**1/10/18 – Adopt MMLS. Replace references to Board with Participants and Subscribers**

# OWNERSHIP OF MLS COMPILATION\* AND COPYRIGHT

## NAR

### Section 11

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

By the act of submitting any property listing content to the MLS the participant represents that he has been authorized to license and also thereby does license authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (Amended 5/16) **M**

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

**Note:** One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as

high as \$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.

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4. Have no actual knowledge of any complained-of infringing activity.
5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

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

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

## **MMLS**

**AUTHOR.** Subscriber represents and warrants that Subscriber is the original author of all information relating to specific properties, including any and all copyrightable information contained therein, including photographs, (collectively, the "Listing") the Subscriber provides to Participant for inclusion in the Database or directly inputs into the Database, or that Subscriber has obtained an assignment of all copyrights that may be contained in the Listing from the original author of such information. **8.1**

**INTENT.** By the act of submitting any property listing content to the MLS the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. **8.2**

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

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

(1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.

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

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

### **GPRMLS**


**Section 11.** By the act of submitting any property listing content to the MLS the Participant represents that he has been authorized to license and also thereby does license authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. 4/12 (Amended 5/16) **M**

### **1/10/18- Adopt MMLS Rule**

## **OWNERSHIP**

### **NAR**

#### **Section 11.1**

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the \_\_\_\_\_ Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the \_\_\_\_\_ Association of REALTORS®. 

### **MMLS**

**OWNERSHIP.** All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the Midlands MLS and in the copyrights therein, shall at all times remain vested in the Midlands MLS. **8.3**

### **GPRMLS**

**Section 11.1** All right, title, and interest in each copy of every MLS Compilation created and copyrighted by the MLS and in the copyrights therein, shall at all times remain vested in the MLS. 4/12



## **DISPLAY**

### **NAR**

#### **Section 11.2 Display**

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

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

### **MMLS**

**AUTHORIZED USE.** Each Participant shall be entitled to lease from the Midlands MLS a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the association. Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules. **8.4**

### **GPRMLS**

**Section 11.2** Each Participant shall be entitled to lease from MLS a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee (including registered, licensed or certified appraisers) with such Participant with one copy of such Compilation. The Participant shall pay, for each such copy, the fees set by the MLS.\*\* 4/12

Participants shall acquire by such lease only the right to use the MLS Compilation in accordance with these rules. 4/12 **M**

\* 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

## **SYMBOL**

**NAR (No equivalent rule)**

**MMLS**

**SYMBOL.** All copies of the MLS compilation, reproduced or distributed, shall bear the copyright symbol, ©, the current year, and attribute ownership of the copyright to “Midlands MLS, Inc”. **8.5**

**GPRMLS (No equivalent rule)**

**1/10/18 – Adopt MMLS rule with New MLS Name**

## **USE OF COPYRIGHTED MLS COMPILATIONS**

### **USE BY MLS**

#### **NAR (No equivalent rule)**

#### **MMLS**

**USE BY MLS.** The MLS shall have the right to use, copy, distribute, and display in the private MLS website, the Listings provided by Participant in the Database, to create derivative works based upon the Listings in the Database, and to license any entity to undertake any of the foregoing pursuant to terms agreed upon by the MLS Board of Directors.

In consideration of the creation of such joint works, MLS agrees it will not use, or allow others who are not MLS Subscribers or authorized users to use, copy, distribute, or display the Listing provided by Participant, without the consent of Participant, except as provided in paragraphs 9.2, 9.4 , and 9.5. **9.1**

#### **GPRMLS (No equivalent rule)**

**1/10/18 - Publicly Accessible MLS Stats as provided by Association?**

**Incorporate MMLS rule in rules.**

**(What are these?)**


## **DISTRIBUTION**

### **NAR**

#### **Use of Copyrighted MLS Compilation**

##### **Section 12 Distribution**

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other

subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association 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 or published by an association multiple listing service where access to such information is prohibited by law. (Amended 4/92) 

### **MMLS** (No equivalent rule)

### **GPRMLS**

**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

**1/10/18 – Combine with above**

## **USE BY PARTICIPANT**

### **NAR (No equivalent rule)**

### **MMLS**

**USE BY PARTICIPANT.** Participant shall have an unlimited right to use, copy, distribute, and display Listings which Participant or Participant's Subscribers provide to the MLS for inclusion in the Database. Participant shall have a limited transferrable license which may be assigned to Subscribers of the Participant to reprint and reproduce Listings provided by other Participants to the MLS for inclusion in the Database for direct distribution to prospective buyers/tenants subject to the limitations of paragraphs 9.4 and 9.5. In addition, a Participant who participates in the Internet Data Exchange defined in Article 14 shall have the right to use, copy, distribute, and display on Participant's website Listings provided by other Participants who also participate in the Internet Data Exchange, subject to the limitations set forth in Article 14. Further, a Participant who operates a VOW, as defined in Article 15, shall have the right to use, copy distribute and display on the Participant's VOW Listings provided by other Participants subject to and only accordance with the provisions of Article 15. Participants who do not participate in the Internet Data Exchange and who do not operate a VOW shall have no right to use, copy, distribute or display on their website Listings provided by other Participants, unless specific consent for such use or uses has been given. **9.2**

**1/10/18 – Review – believe it's covered above and in IDX and VOW Rules**

### **GPRMLS (No equivalent rule)**

## **LIMITATION**

**NAR** (No equivalent rule)

**MMLS**

**LIMITATION.** Notwithstanding the foregoing, (i) MLS's rights in and to the Listings contained in the Database are limited by Rules, and (ii) each individual Participant's ownership is subject to, and does not extend to, materials included in the Database or Listings that are owned by MLS's third-party licensors or other Participants. Use of any such materials is limited by any restrictions that have or may be imposed by the applicable owner of such materials and shall be subject to the provisions of Article 14 and Article 15. **9.3**

**GPRMLS** (No equivalent rule)

**1/10/18 – Consensus not to include**  
- **MMLS to refer to legal counsel**

## **DISPLAY**

### **NAR**

#### **Section 12.1 Display**

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

### **MMLS**

**DISPLAY.** Participants and those persons affiliated as licensees with such Participants and Subscribers shall be permitted to display Listings provided by other Participants for inclusion in the Database to prospective buyers/tenants only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers/tenants for the properties described in the Database. **9.4**

### **GPRMLS**

**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**

# **REPRODUCTION**

## **NAR**

### **Section 12.2 Reproduction**

**Option #1:** Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a

third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. *(Amended 05/14)*



**Option #2:** Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

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

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

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

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

\*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. 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.

## **MMLS (Option # 1)**

**USE OF MLS WEBSITE LISTINGS.** Participants and their Subscribers shall have a limited license to use, copy, reproduce, or distribute Listings provided by other Participants or any portion thereof, in accordance with Article 14 and Article 15 hereof and in the following limited circumstances: **9.5**

Participants or their Subscribers 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, in the judgment of the Participant or Subscriber, relate to any properties in which the prospective buyers/tenants are or may be interested. **9.5.1**

Reproductions made in accordance with paragraph 9.5.1 shall be prepared in such a fashion that the property listing data of properties other than those in which the prospective buyer/tenant has expressed interest, or those which the Participant or Subscriber is seeking to promote interest, does not appear on such reproduction. **9.5.2**

All Listings reproduced or distributed shall contain the copyright symbol, ©, the current year, and attribute ownership of the copyright to "Midlands MLS, Inc. and the Listing Broker." **9.5.3**

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 or lease with the Participant. **9.5.4**

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. **9.5.5**

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables," or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14) **9.5.6**

## **GPRMLS (Option # 1)**

**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 valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14) **M**

\*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

## **REPRODUCTION OF FORMS**

**NAR (No equivalent rule)**

**MMLS**

**REPRODUCTION OF FORMS.** All copyright rights contained in forms produced by the MLS are reserved by Midlands MLS, Inc. The forms are intended for the exclusive use of the Participants and Subscribers to the MLS. No Participant or Subscriber to the MLS may give, copy, or in any manner distribute MLS forms to third parties, except copies clearly marked "SAMPLE" may be copied and used for education in connection with real estate licensing activities. Any copies reproduced or distributed must contain the copyright symbol, ©, the current year, and attribute ownership to "Midlands MLS Inc. and the Listing Broker." **9.6**

**GPRMLS (No equivalent rule)**

**1/10/18 – Consensus not to include**

## USE OF MLS INFORMATION

### LIMITATIONS ON USE OF MLS INFORMATION

#### NAR

##### Section 13 Limitations on Use of MLS Information

#### Use of MLS Information

**Option #1:** Use of information from MLS compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS participant or in other public representations, may not be prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the association or its MLS must clearly

demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from the association of REALTORS® (alternatively, from the \_\_\_\_\_ MLS) for the period (*date*) through (*date*). (*Amended 11/93*)

**Option #2:** Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or MLS may be used by MLS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker).

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

Based on information from the association of REALTORS® (alternatively, from the \_\_\_\_\_ MLS) for the period (*date*) through (*date*). (*Amended 11/97*)

**Note:** Associations are advised to select one rule for the two (2) alternatives above. **M**

## **MMLS – NAR OPTION #2**

**LIMITATIONS ON USE OF MLS INFORMATION.** Information from MLS compilations of current listing information, from statistical reports, and from any "sold" or "comparable" report of the REALTORS® Association of Lincoln or Midlands MLS Inc. may be used by Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants, as either listing or cooperating broker. 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 REALTORS® Association of Lincoln or the MLS must clearly demonstrate the period of time over which such claims are based and must include the following notice:

"NOTE: This representation is based in whole or in part on data supplied by the REALTORS® Association of Lincoln or Midlands MLS Inc. Neither the REALTORS® Association of Lincoln nor Midlands MLS Inc. guarantees or is in any way responsible for its accuracy. Data maintained by the REALTORS® Association of Lincoln or Midlands MLS Inc. may not reflect all real estate activity in the market."

This shall not preclude the Participant's use of such information for internal management purposes. **13.1**

## **GPRMLS – NAR OPTION #1**

**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 Regional Multiple Listing Service, Inc., for the period (date) through (date)." 4/12

**1/10/18 – Adopt option 2. Change last sentence regarding association name to LLC name.**

## **CHANGES IN RULES AND REGULATIONS**

### **NAR**

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

#### **Changes in Rules and Regulations**

Amendments to the rules and regulations of the service shall be by consideration and approval of the board of directors of the multiple listing service, subject to final approval by the board of directors of the \_\_\_\_\_ Association of REALTORS® (shareholder).

**Note:** Some associations may prefer to change the rules and regulations by a vote of the participants of the service, subject to approval of the board of directors of the service, with final approval by the board of directors of the association of REALTORS® which is the sole and exclusive shareholder of the stock of the service corporation. **M**

### **MMLS**

**CHANGES.** Changes in rules and regulations of MLS may be made by a two-thirds vote of the MLS Board of Directors. **16.1**

### **GPRMLS**

**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

**1/10/18 – Consensus that rule needs to be addressed by Board of Managers – BOM Given that authority in Operating Agreement**



## **NAR OPTIONAL RULES NOT APPLICABLE TO GPRMLS OR MMLS**

### **SECTION 15 – ARBITRATION OF DISPUTES\***

\*Only adopt this section if the association's MLS is open to nonmember participants (otherwise qualified individuals who do not hold REALTOR® membership anywhere). If adopted, Section 15 may not be modified.

### **SECTION 16 – STANDARDS OF CONDUCT FOR MLS PARTICIPANTS\***

\*Only adopt the following standards of conduct if the association's MLS is open to nonmember participants (otherwise qualified individuals who do not hold REALTOR® membership anywhere). Any of the standards of conduct, if adopted, may not be modified.

## **ORIENTATION**

### **NAR**

#### **Section 17 Orientation**

#### **Orientation**

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. *(Amended 11/04)* **M**

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month

period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated additional training remotely. *(Adopted 11/09)*

#### **MMLS (No equivalent rule)**

#### **GPRMLS (No equivalent rule)**

**1/10/18 – Include in Rules but leave specifics up the new Board of Managers.**

## **INTERNET DATA EXCHANGE (IDX)**

### **INTRO**

#### **NAR**

#### **MMLS**

#### **GRPMLS**

**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 the public as being the participant's display. Actual control requires that the participant has developed the display, or caused the display to be developed for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the participant's display will understand the display is the participant's, and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear identification of the name of the brokerage firm under which the participant operates in a readily visible color and typeface, except as otherwise provided for in this policy (e.g. displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules. 7/12

**1/10/18 – Consensus to adopt GPRMLS intro**

## **IDX DEFINED**

### **NAR**

#### **Section 18 IDX Defined**

IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants. (Amended 5/12) **M**

### **MMLS**

IDX affords Participants the ability to authorize limited electronic display of their listing by other Participants. (Amended 5/12). **14.1.1**

### **GPRMLS**

**Section 14.1** IDX affords Great Plains Regional Multiple Listing Service Inc (MLS) participants the ability to authorize limited electronic display of their listings by other participants. 7/12 (NAR-18M)

# **AUTHORIZATION**

## **NAR**

### **Section 18.1 Authorization**

**Note:** Select one of the following two options. **M**

**Option #1:** Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. *(Amended 05/12)*

**Option #2:** Participants' consent for display of their listings by other participants pursuant to these rules and regulations must be established in writing. If a participant withholds consent on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. *(Amended 05/12)*

## **MMLS – NAR OPTION # 1**

**AUTHORIZATION.** Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. (Amended 5/12) **18.1**

## **GPRMLS – NAR OPTION # 1**

**Section 14.2** Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. 7/12 (NAR-18.1M)

# **PARTICIPATION**

## **NAR**

### **Section 18.2 Participation**

**Note:** Select one of the following four options. Participation in IDX may be limited to MLS participants engaged in real estate brokerage by adopting Option #3 or Option #4. **M**

**Option #1:** Participation in IDX is available to all MLS participants who consent to display of their listings by other participants.

**Option #2:** Participation in IDX is available to all MLS participants who are REALTORS® and who consent to display of their listings by other participants.

**Option #3:** Participation in IDX is available to all MLS participants engaged in real estate brokerage who consent to display of their listings by other participants. *(Amended 11/09)*

**Option #4:** Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. *(Amended 11/09)*

## **MMLS – Option # 2**

Participation in IDX is available to all MLS Participants who are REALTORS who are engaged in real estate brokerage and who consent to display of their listing by other Participants. **14.1.2**

## **GPRMLS – Option # 2**

**Section 14.3** Participation in IDX is available to all MLS participants who are Realtors® who are engaged in real estate brokerage and who consent to display of their listings by other participants. 4/10 (NAR-18.2M)

## **NAR**

### **Section 18.2.1**

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

## **MMLS**


Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 5/12) **14.2.1**

## **GPRMLS**

**Section 14.4** Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. 7/12 (NAR-18.2.1M)

## **NAR**

### **Section 18.2.2**

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

## **MMLS**

MLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines. (5/12) **14.2.2**

## **GPRMLS**

**Section 14.5** MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. 7/12 (NAR-18.2.2M)



## **NAR**

### **Section 18.2.3**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs). (Amended 05/12) **M**

## **MMLS**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the internet. of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly accessible Web sites or VOWs). (Amended 5/12) **14.2.3**

## **GPRMLS**

**Section 14.6** Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs). 7/12 (NAR-18.2.3M)

## **NAR**

### **Section 18.2.4**

Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant. *(Amended 11/06)* **M**

## **MMLS**

Participants may select the listings they chose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (e.g., “uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, types of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant. **14.2.4**

## **GPRMLS**

**Section 14.7** Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant. 5/07 (NAR-18.2.4M)

## **NAR**

### **Section 18.2.5**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 11/14) M

## **MMLS**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 11/14) **14.2.5**

## **GPMLS**

**Section 14.8** Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. 11/14 (NAR-18.2.5M)

## **NAR**

### **Section 18.2.6**

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

## **MMLS**


Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 5/12) **14.2.6**

## **GPMLS**

**Section 14.9** 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. 7/12 (NAR-18.2.6M)

## **NAR**

### **Section 18.2.7**

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

## **MMLS**

Any IDX display controlled by a Participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 5/12) **14.2.7**

## **GPMLS**

**Section 14.10** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. 7/12 (NAR-18.2.7M)

## **NAR**

### **Section 18.2.8**

Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

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

## **MMLS**

Any IDX display controlled by a Participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

Either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 14.2.9, a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 5/12) **14.2.8**

## **GPMLS**

**Section 14.11** Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants'. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. 7/12 (NAR-18.2.8M)

## **NAR**

### **Section 18.2.9**

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

## **MMLS**

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 5/12) **14.2.9**


## **GPMLS**

**Section 14.12** Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. 7/12 (NAR-18.2.9M)



## **NAR**

### **Section 18.2.10**

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

## **MMLS**

Note: An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. **14.2.20 Note**

## **GPMLS**

**Section 14.30** An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display (NAR-18.2.10M). 11/14

## **NAR**

### **Section 18.2.11**

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

## **MMLS**

Participants shall not modify or manipulate information relating to other Participants' listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields. **14.2.19**


## **GPMLS**

**Section 14.15** Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. 5/15 (NAR-18.2.11M)

## **DISPLAY**

### **NAR**

#### **Section 18.3.1**

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

### **MMLS (No equivalent rule)**


### **GPMLS**

**Section 14.13** Listings displayed pursuant to IDX shall contain only those fields of data contained in MLS Client Detail Reports. Confidential information intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites. 4/13 (NAR-18.3.1)

**1/10/18 – Consensus to adopt GPRMLS rule**

## **NAR**

### **Section 18.3.1.1**

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

## **MMLS (No equivalent rule)**


## **GPMLS**

**Section 14.14** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. 7/12 (NAR-18.3.1.1)

**1/10/18 – Consensus to adopt GPRMLS rule**

## **NAR**

### **Section 18.3.3**

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc. of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 05/12) 

## **MMLS (No equivalent rule)**


## **GPMLS**

**Section 14.16** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures). 7/12 (NAR-18.3.3)

**1/10/18 – Consensus to adopt GPRMLS rule**

## **NAR**

### **Section 18.3.5**

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

## **MMLS (No equivalent rule)**


## **GPMLS**

**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)

**1/10/18 – Consensus to adopt GPRMLS rule**

## **NAR**

### **Section 18.3.7**

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

## **MMLS**

All Listings that are reproduced, displayed, or distributed shall contain at a minimum, the copyright symbol ©, the current year, and attribute ownership of the copyright to Midlands MLS and the Listing Broker.” Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12) **14.2.17**

## **GPMLS**

**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)

**1/10/18 – Consensus to adopt GPRMLS rule**

## **NAR**

### **Section 18.3.8**

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

## **MMLS (No equivalent rule)**

## **GPMLS**

**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 14.19** 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

**1/10/18 – Consensus to adopt NAR rule**



## **NAR**

### **Section 18.3.9**

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. (Amended 11/09) 


## **MMLS (No equivalent rule)**

## **GPMLS**

**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)

**1/10/18 – Consensus to adopt NAR rule**

## **NAR**

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

## **MMLS (No equivalent rule)**


## **GPMLS**

**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)

**1/10/18 – Adopt NAR rule**

## **NAR**

### **Section 18.3.11**

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

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

## **MMLS**

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

**Note:** An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. **14.2.20**

## **GPMLS**

**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)

**1/10/18 – Consensus to adopt GPRMLS rule**

## **NAR**

**Section 18.3.12** Display of expired, withdrawn, and sold listings\* is prohibited. (Amended 11/15) 

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

## **MMLS**

Display of expired, withdrawn, or sold listings\* is prohibited.

\*Note: If “sold” information is publically accessible, display of “sold” listings may not be prohibited.  
(Amended 11/14) **14.2.22**

## **GPMLS**

**Section 14.24** Display of expired and withdrawn listings is prohibited. Display of sold listings shall include only residential listings sold within the last three years, 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 A). Display of photos on sold listings is limited to the primary photo of the property. 11/15 (NAR-18.3.12)

**1/10/18 – Adopt GPRMLS removing reference to Assessor’s office. Compare Douglas County with Lancaster to see additional fields.**

**1/10/18 – Meeting End**

## **NAR**

### **Section 18.3.13**

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

**Note:** The following Sections 18.3.14 and 18.3.15 may be adopted by MLSs that provide participants with a “persistent” download (i.e., where the MLS database resides on participants’ servers) of the MLS database.

## **MMLS (No equivalent rule)**

## **GPMLS**

**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)

**2/2/18 – Consensus to Adopt NAR rule**

## **NAR**

### **Section 18.3.16**

**Note:** Select one of the following two options.

**Option #1:** Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited.

**Option #2:** Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09) ☒

## **MMLS – Option # 2**

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 be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

**14.2.21**

## **GPMLS – Option # 2**

**Section 14.28** Participants may display advertising on their IDX sites alongside, below or above the listings of other brokers provided the site remains under the Participant's control and meets all other MLS rules. Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party (NAR-18.3.16). 7/11

**2/2/18 – Consensus to adopt GPRMLS rule**

**NAR – (No equivalent rules)**

**MMLS – (No equivalent rules)**

**GPMLS**

**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

*May not be necessary since that information is not permitted in Public Remarks per Rules.*

**2/2/18 – Consensus that Rule is not necessary**

**Section 14.29** Participants IDX websites may also provide other features, information and services (including Virtual Office Website functions) which are not subject to this policy. 4/10

**2/2/18 – Consensus to check the rule allowing other features noting the source.**

## **NAR – (No equivalent rule)**

## **MMLS**

Unless consent has been withheld, Participants are conclusively presumed to give consent and a license for the use, reproduction, display and distribution on their website to other cooperating Participants and their affiliated Subscribers, for the Internet Data Exchange (IDX) display of all of Participant's Listings, in the Database. Any withholding of consent shall be in writing to the MLS. A Participant shall not have the ability to use, reproduce, display or distribute Listings of other Participants during any time when a Participant has withheld such consent. **14.1.3**

### **Covered in NAR & MMLS 18.1**

A Participant may cease participation in IDX at any time and re-start participation in IDX at any time by giving written notification to MLS. **14.1.4**

### **Covered in NAR & MMLS 18.1**

### **2/2/18 – Consensus to not include rule 14.1.3 & 14.1.4**

A Participant may withhold consent on an individual listing basis, provided the seller/landlord has indicated in writing that the seller/landlord does not wish the listed property to be advertised on the Internet. Withholding consent on individual Listings shall not affect the Participant's right to use reproduce, display or distribute the Listings of other Participants. **14.1.5**

### **Covered in NAR 18.2.3 & MMLS 14.2.3**

### **2/2/18 – Consensus to not include rule**

## **GPMLS– (No equivalent rule)**



## **NAR – (No equivalent rules)**

### **MMLS**

Display of listing information pursuant to IDX is subject to the following rules. **14.2.10**

A Participant may display its Listings on the Internet in a legal and ethical manner, independent of and unrelated to an IDX display. **14.2.11**

#### **2/2/18 – Consensus to not include rules**

All IDX displays shall be accessed only from the Internet sites of Participants and their Subscribers where the site owner is clearly identified as a REALTOR® engaged in the real estate brokerage business. **14.2.12**

#### **NAR 18.3.5 (Consensus to adopt GPRMLS version of rule at 1/10/18 meeting)**

#### **2/2/18 – Consensus to not include rule**

Any hyperlink connected directly to a Listing must be from an Internet page where the Participant or Subscriber is clearly identified as a REALTOR® engaged in the real estate brokerage business and holds a Nebraska broker, associate broker or salesperson's license. **14.2.13**

#### **2/2/18 – Consensus to not include rule**

Each Participant may determine the fields of data to be searched upon and displayed on their company's Internet site, however, only publicly viewable fields of data as approved from time-to-time by the Board of Directors may be displayed or searched upon. **14.2.14**

#### **NAR 18.3.1 (Consensus to adopt GPRMLS version of rule at 1/10/18 meeting)**

#### **2/2/18 – Consensus to not include rule**

Participants may display Listings by either (a) a "smart-framing" function of the Rapattoni MLS system; or (b) by a data extraction process that will be established when a request is made by a Participant. **14.2.15**

#### **2/2/18 – Consensus to not include rule**

Participants and IDX Subscribers shall indicate on their websites that the information being provided is for consumers' personal, non-commercial use. **14.2.16**

**NAR 18.3.8 (Consensus to adopt NAR Rule at 1/10/18 meeting)**

**2/2/18 – Consensus to not include rule**

Unauthorized distribution of Listings which are obtained through the smart- framing process or data extraction process may result in substantial penalties, including termination of membership in the MLS.  
**14.2.18**

**2/2/18 – Consensus to not include rule**

**GPMLS– (No equivalent rules)**

## **SMARTFRAMING RULES**

### **NAR – (No equivalent rule)**

### **MMLS**

“Smart-framing” of Listings from the Rapattoni MLS system will be available without cost to Participants and their Subscribers. **14.3.1**

A Subscriber of a Participant may also utilize the “smart-framing” process available with the Rapattoni MLS system, to use, reproduce, display or distribute Listings on their Internet site, provided that their Participant grants a license to the Subscriber for such use and the data is displayed in a legal and ethical manner that is acceptable to the Participant providing the license. At all times, a Subscriber’s Internet site shall prominently display the name of the Participant with whom the Subscriber is associated as well as the information contained in Paragraph 14.2.17. **14.3.2**

**2/2/18 – Consensus to not include rule**

### **GPRMLS – (No equivalent rule)**

## **DATA EXTRACTION PROCESS RULES**

### **NAR – (No equivalent rule)**

### **MMLS**

Each Participant electing to participate in IDX by utilizing the data extraction process shall first sign a separate contract with Midlands regarding the use and distribution of the data. **14.4.1**

Participants electing to participate in IDX by utilizing the data extraction process shall sign an agreement with Midlands regarding the data extraction process, which may contain a provision requiring the Participant to pay the costs that reasonably relate to the actual costs incurred by Midlands in providing such service. Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Amended 5/05) **14.4.2**

Listings obtained by a Participant through the data extraction process shall have displayed on the websites where it is used that the information being provided is for consumers' personal, non-commercial use. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12) **14.4.3**

The Listing of a Participant utilizing the data extraction process, may be framed by a Subscriber with the Participant's permission. Subscribers are not permitted under these rules to possess or control copies of the extracted data. **14.4.4**

Participants using the data extraction process, and their Subscribers framing the Listings as described above, shall indicate the source and copyright ownership of the Listing as described in Paragraph 14.2.17. **14.4.5**

Participants electing to participate in IDX by utilizing the data extraction process shall not display Listings in a manner other than is possible when utilizing the "smart-framing" function of the Rapattoni MLS System. **14.4.6**

Nothing herein shall prohibit a Participant allowing a subscriber under the supervision of such Participant to have a website populated by the data allowed to such Participant provided such website is under the supervision of such Participant and all other rules regarding display of information for a Participant under this section are followed. **14.4.7**

**2/2/18 – Consensus to not include rule**

### **GPRMLS – (No equivalent rule)**

## **VIRTUAL OFFICE WEBSITES (VOWs)**

### **VOW DEFINED**

#### **NAR**

##### **Section 19**

##### **Virtual Office Websites (VOWs)**

**Note:** Adoption of Sections 19.1 through 19.14 is mandatory.

##### **Section 19.1 VOW Defined**

- a. A “Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability. **M**
- b. As used in Section 19 of these rules, the term “participant” includes a participant’s affiliated non-principal brokers and sales licensees — except when the term is used in the phrases “participant’s consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant. **M**
- 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. **M**

#### **MMLS**

##### **TERMS AND DEFINITIONS.**

A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability. **15.1.1**

As used in Section 15 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees - except when term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability." References to "VOW" and "VOWs" includes all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant. **15.1.2**

"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. **15.1.3**

As used in Section 15 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants. **15.1.4**

## **GPRMLS**

### **Section 15.1**

- 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-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability. 1/09
- b. As used in Section 19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees — except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant. 1/09
- 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. 1/09
- d. As used in Section 19 of these Rules, the term "MLS Listing Information" refers to active listing

information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants. 1/09 (NAR 19.1M)

## **NAR**

### **Section 19.2**

- a. The right of a participant's VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices. **M**
- 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). **M**
- c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW. **M**

## **MMLS**

### **RIGHTS OF PARTICIPANT.**

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. **15.2.1**

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"). **15.2.2**

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 a Participant's VOW. **15.2.3**

## **GPRMLS**

### **Section 15.2**

- 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. 1/09
- 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"). 1/09
- 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. 1/09 (NAR 19.2M)



## **NAR**

### **Section 19.3**

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
  - i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
  - ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
  - iii. The participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one user name and password. **M**
- b. The participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password. **M**
- c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. **M**
- d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
  - i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant

- ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
  - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
  - iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
  - v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database. **M**
- 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. **M**
- f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant. **M**

## **MMLS**

### **TERMS OF USE BY REGISTRANT.**

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: **15.3.1**

The Participant must first establish with the 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 "Registrant"). 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. **15.3.1.1**

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 15.3.4 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. **15.3.1.2**

The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password. **15.3.1.3**

The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password. **15.3.2**

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. **15.3.3**

The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to a "Term of Use" provision that provides at least the following: **15.3.4**

That the Registrant acknowledges entering into a lawful consumer- broker relationship with the Participant; **15.3.4.1**

That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use; **15.3.4.2**

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; **15.3.4.3**

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; and **15.3.4.4**

That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in the MLS database. **15.3.4.5**

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. **15.3.5**

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. **15.3.6**

## **GPRMLS**

### **Section 15.3**

- a. Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
  - (i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements. 1/09
  - (ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use. 1/09
  - (iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password. 1/09
- b. The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password. 1/09
- c. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant. 1/09
- d. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:
  - (i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
  - (ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
  - (iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
  - (iv) That the Registrant will not copy, redistribute, or retransmit any of the information

provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

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

## **NAR**

### **Section 19.4**

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

## **MMLS**

**PARTICIPANT CONTACT INFORMATION TO BE DISPLAYED.** A Participant's VOW must prominently display an email 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. **15.4**

## **GPRMLS**

**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)

## **NAR**

### **Section 19.5**

A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS. **M**

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

## **MMLS**

**SECURITY.** 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. **15.5**

## **GPRMLS**

**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)

## NAR

### Section 19.6

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

#### **Seller Opt-out Form**

1. Check one.

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

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

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

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

## MMLS

### **RIGHT OF SELLER TO ELECT TO WITHHOLD INFORMATION.**

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. **15.6.1**

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: **15.6.2**

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

1. Please check either Option (a) or Option (b):

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

OR

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

2. I understand and acknowledge that, if I have selection 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

15.6.3 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.

### **GPRMLS**

#### **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

a. [ ] I have advised my broker or sales agent that I do not want the

listed property to be displayed on the Internet.

OR

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

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.

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Initials of seller

- c. 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. 1/09 (NAR 19.6M)

## **NAR**

### **Section 19.7**

- a. Subject to Subsection b., below, a participant's VOW may allow third-parties:
  - i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. **M**
- b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller. **M**

## **MMLS**

### **THIRD PARTY FEATURES.**

Subject to subsection 15.7.2, a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. **15.7.1**

Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection 15.7.1 as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 15.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller." **15.72**

## **GPRMLS**

### **Section 15.7**

- a. Subject to subsection (b), a Participant's VOW may allow third-parties
  - (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. 1/09
- b. Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the

seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller." 1/09 (NAR 19.7M)

## **NAR**

### **Section 19.8**

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

## **MMLS**

**ACCURACY OF INFORMATION ON VOW.** A Participant's VOW shall maintain a means (e.g., email address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment. **15.8**

## **GPRMLS**

**Section 15.8** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment. 1/09 (NAR 19.8M)

## **NAR**

### **Section 19.9**

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

## **MMLS**

**UPDATE OF MLS LISTING INFORMATION ON VOW.** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days. **15.9**

## **GPRMLS**

**Section 15.9** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days. 1/09 (NAR 19.9M)

## **NAR**

### **Section 19.10**

Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS®' VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity. **M**

## **MMLS**


**RESTRICTION OF USE OF MLS LISTING INFORMATION.** Except as provided in these Rules, the National Association of Realtors® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity. **15.10**

## **GPRMLS**

**Section 15.10** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity. 1/09 (NAR 19.10M)

## **NAR**

### **Section 19.11**

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

## **MMLS**

**PRIVACY POLICY.** 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. **15.11**


## **GPRMLS**

**Section 15.11** 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. 1/09 (NAR 19.11M)



## **NAR**

### **Section 19.12**

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

## **MMLS**

**EXCLUSION FROM DISPLAY.** 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®.

**15.12**

## **GPRMLS**

**Section 15.12** 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®. 1/09 (NAR 19.12M)

## **NAR**

### **Section 19.13**

A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies. **M**

## **MMLS**

**NOTIFICATION AND ACCESSIBILITY OF VOW TO MLS.** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies. **15.13**

## **GPRMLS**

**Section 15.13** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies. 1/09 (NAR 19.13M)

## **NAR**

### **Section 19.14**

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

**Note:** Adoption of Sections 19.15 through 19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, **an equivalent requirement must be imposed on participants' use of MLS listing information in providing brokerage service through all other delivery mechanisms.**

## **MMLS**

**OPERATION OF MORE THAN ONE VOW.** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant. **15.14**

## **GPRMLS**

**Section 15.14** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant. 1/09 (NAR 19.14M)

## **NAR**

### **Section 19.15**

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

- a. expired and withdrawn listings

**Note:** Due to the 2015 changes in IDX policy and the requirement that participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending ("under contract") listings on VOW sites.

- b. the compensation offered to other MLS participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- f. sold information **O**

**Note:** If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15f. must be omitted. (Revised 11/15) **M**

## **MMLS**

**RESTRICTION OF SEARCH OR DISPLAY.** A Participant's VOW may only make available for search by, or display to, Registrants publicly viewable fields of data as approved from time to time by the Board of Directors and available to members from the MLS Database. **15.15**

## **GPRMLS**


**Section 15.15:** 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 exclusive agency.
- d. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property. 11/15 (NAR 19.15)

**2/2/18 – Consensus to adopt NAR rule**

## **NAR**

### **Section 19.16**

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

## **MMLS**


**CHANGES TO DISPLAYED LISTING INFORMATION.** 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. **15.16**

## **GPRMLS**

**Section 15.16:** 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.  
1/09 (NAR 19.16)

## **NAR**

### **Section 19.17**

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

## **MMLS**


**DISCLAIMERS.** A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability. **15.17**

## **GPRMLS**

**Section 15.17:** A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability. 1/09 (NAR 19.17)

## **NAR**

### **Section 19.18**

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

## **MMLS (No equivalent rule)**

## **GPRMLS**

**Section 15.18:** 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. 1/09 (NAR 19.18)

**2/2/18 – Consensus to adopt NAR rule**

## **NAR**

### **Section 19.19**

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than \_\_\_\_ current listings and not more than \_\_\_\_ sold listings in response to any inquiry. **[O]**

**Note:** The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule, but may not be fewer than one hundred (100) listings or five percent (5%) of the listings in the MLS, whichever is less. **[M]**

**Note:** Adoption of Sections 19.20 through 19.25 is at the discretion of the MLS. It is not required that equivalent requirements be established related to other delivery mechanisms.

## **MMLS (No equivalent rule)**

## **GPRMLS**

**Section 15.19:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 listings and not more than 100 sold listings in response to any inquiry. 1/09 (NAR 19.19)

**2/2/18 – Consensus to adopt NAR rule**



## NAR

### Section 19.20

A participant shall require that Registrants' passwords be reconfirmed or changed every \_\_\_\_ days. **[O]**

**Note:** The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently. **[M]**

## MMLS


**PASSWORD CONFIRMATION.** A Participant shall require that Registrants' passwords be reconfirmed or changed at least every 90 days. **15.18**

## GPRMLS

**Section 15.20:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days. 1/09 (NAR 19.20)

## **NAR**

### **Section 19.21**

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

## **MMLS (No equivalent rule)**


## **GPRMLS**

**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)

**2/2/18 – Consensus to adopt NAR rule**

## **NAR**

### **Section 19.22**

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

## **MMLS**

IDENTIFICATION OF SOURCES OTHER THAN MLS. 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 clearly identify the source of the listing. **15.19**

## **GPRMLS**

**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)

## **NAR**

### **Section 19.23**

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

## **MMLS**

**SOURCES OTHER THAN MLS SEARCHED SEPARATELY.** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, included from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS. **15.20**

## **GPRMLS**

**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)

## **LICENSE AGREEMENT**

**NAR** (No equivalent rule)

**MMLS**

**LICENSE AGREEMENT.** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS. **15.21**

**GPRMLS** (No equivalent rule)

**2/2/18 - Consensus to adopt IDX and VOW rule using 'Data Use Agreement'**

## **APPLICABLE LAW**

**NAR** (No equivalent rule)

**MMLS** (No equivalent rule)

**GPRMLS**

**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

**2/2/18 – Consensus to not adopt rule**

## **TRANSMISSION TO THIRD-PARTY AGGREGATORS**

**NAR** (No equivalent rule)

**MMLS** (No equivalent rule)

**GPRMLS**

**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

**2/2/18 – Consensus to adopt rule**

## **GPRMLS**

### **Exhibit A**

**Sold MLS Fields** (X = authorized IDX display fields)

<b>Field Name</b>	<b>Res</b>
Date Sold	X
House Number	X
Street Name	X
County	X
Zip Code	X
Subdivision	X
Sold Price	X
Style	X
# of Rooms	X
# of Bedrooms	X
# of Baths	X
# of Fireplaces	X
# of Garage Spaces	X
Garage Type	X
Year Built	X
Tax Year	X
Tax Amount	X
Square Feet	X
Basement	X
Basement %	X
Lot Dimensions	X
Fence	X
Roof Type	X
Finished Below Grade	X
Walk-Out Basement	X

**2/2/18 – Consensus to adopt appendix**

**2/2/18 – Meeting End**