

# Regional Multiple Listing Service, Inc.



**Rules and Regulations Effective Date: April 2010**

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# **Regional Multiple Listing Service, Inc.**

**Rules and Regulations**

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## SECTION 1: DEFINITIONS

- 1.1 “Affiliated VOW Partner” or “AVP” means an entity or person designated by a Participant to operate a VOW on behalf of the Participant or Subscriber, subject to the Participant’s supervision, accountability and compliance with the VOW Policy and VOW Rules.
- 1.2 “Authorized User(s)” means those who pay fees to RMLS for use of and access to the RMLS Database and RMLS Services.
- 1.3 “Arbitration Complaint” means a dispute between Participants and Subscribers of different firms which is subject to arbitration pursuant to Section 14 of these Rules.
- 1.4 “Board of Directors” means the group of individuals elected at the annual Shareholder meeting which Board sets policy, rules, general business procedures and budgets for the operation of RMLS.
- 1.5 “Branch Office(s)” means a separate real estate brokerage of a Participant which is either located somewhere other than the Participant’s main office or is a separate corporate license at the same address, and includes Virtual Offices.
- 1.6 “Compilation” means all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties in the counties of Palm Beach and St. Lucie and throughout the State of Florida and real properties in other geographic regions which are aggregated and compiled, displayed, maintained and disseminated and includes data relating to commercial, multi-family and residential properties listed for sale or rent, those that have been sold, and those with respect to which the sale has been cancelled or has not closed, and includes unimproved and vacant properties .in any format, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.
- 1.7 “Compliance Guidelines” means a document created by RMLS which specifically contains guidelines and governs Participants’ and Subscribers’ compliance with these Rules and sets forth the fines, fees and penalties for violation of these Rules.
- 1.8 “Conduct Allegations” means allegations of inappropriate conduct by Participants and/or Subscribers that are governed by Section 9.9 or Section 14.
- 1.9 “Contingency” means that a parcel of property is under contract for sale but there may be other factors yet to be resolved and the seller has directed the Participant to continue to show the property until the sale has closed.
- 1.10 “Exclusive Right to Sell Listing” means a listing whereby the seller authorizes the listing Participant to cooperate with, and to compensate, other brokers.
- 1.11 “Exclusive Agency Listing” is an Exclusive Right to Sell Listing which, in addition, authorizes the listing Participant, exclusively, to offer cooperation and compensation on blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.
- 1.12 “Exclusions” means the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker.
- 1.13 “Harassment” means any verbal or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual’s work performance by creating a hostile, intimidating or offensive work environment.
- 1.14 “Internet Advertising” means a Participant’s or Subscriber’s ability to advertise the listing of another Participant on the Internet with the written permission of the listing Participant.

1.15 “Internet Data Exchange” or “IDX” means the term created by the National Association of REALTORS® for the broker reciprocity program mandated in January of 2002, the policy of which was updated and approved in November of 2009, which program allows both Participants and Subscribers the option of authorizing display of their listings on other Participants’ and Subscribers’ Internet Websites.

1.16 “Internet Websites” means a Participant or Subscriber’s display of certain portions of the Compilation on the Internet in accordance and compliance with these Rules.

1.17 “Licensee(s)” means all licensed employees or independent contractors of a Participant as disclosed on the Department of Business and Professional Regulation (DBPR) records who have not applied to subscribe to RMLS Services.

1.18 “Limited Service Listing” means a listing where the Participant listing the property will not be available on contract presentations and/or to perform pre or post contract services such as showing the property, mortgage payoff and title order.

1.19 “Listing Change Form” means the form created by RMLS for changes to listing information in the Compilation.

1.20 “Listing Input Form” means a form used to collect real property data to input listing for sale or for rent information into the RMLS Database.

1.21 “Listing Areas” means the areas of Palm Beach, Martin and St. Lucie which are the counties served by the RMLS Shareholders. Only listings of designated types of real property located within the Listing Areas are required to be submitted to RMLS. Listings of property located outside the Listing Areas will be accepted if submitted voluntarily by a Participant in accordance with these Rules.

1.22 “MLS” or “Multiple Listing Service” means a system by which authorized Participants and Subscribers make blanket unilateral offers of compensation to other Participants and Subscribers (acting either as buyer agents, in other agency or non-agency capacities as defined by law) during the course of which the Compilation is accumulated and disseminated to enable Participants and Subscribers to serve their customers, clients and the public, and includes data entry of listings, terminal support, program support and educational classes on its computer system.

1.23 “NAR” means the National Association of REALTORS®.

1.24 “Non-Participating Brokerage” “Sister Company” means a real estate brokerage in which a Participant has a direct or indirect ownership interest and which represents that it has no access to and/or does not in any way use the RMLS Database, Compilation or RMLS Services and therefore pays no fees to RMLS.

1.25 “Non-Shareholder Participant” means the principal of any firm, partnership, or corporation or the Branch Office manager designated by said firm, partnership or corporation who is not a member of a Shareholder, and who shall have all rights, benefits and privileges of RMLS, and shall accept all obligations to RMLS for the Non-Shareholder Participant’s firm, partnership, or corporation and for compliance with the Bylaws and Rules by all persons affiliated with the Non-Shareholder Participant who utilize RMLS.

1.26 “Participant” means Shareholder Participants and Non-Shareholder Participants, as defined in the RMLS By-Laws, who hold a current, valid real estate broker’s license in the State of Florida, and offers and accepts compensation to and from other Participants or is registered, licensed or certified by an appropriate state regulatory agency in the State of Florida to engage in the appraisal of real property and who shall have all rights, benefits and privileges of RMLS and shall accept all obligations to RMLS for the Participant’s firm, partnership, or corporation and for compliance with the RMLS Bylaws and the RMLS Rules by all persons affiliated with the Participant who utilizes the RMLS Services and accesses the RMLS System and RMLS Compilation.

Mere possession of a broker’s license is not sufficient to qualify for RMLS 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 RMLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the RMLS. “Actively” means on a continual and ongoing basis during the operation of the Participant’s real estate business. The “actively” requirement is not intended to preclude RMLS 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 RMLS 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 RMLS 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 RMLS in which participation is sought. This requirement does not permit an RMLS 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 RMLS 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 RMLS has a reasonable basis to believe that the Participant or potential participant is in fact not doing so. The participation requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants.

1.27 "REALTORS®" means licensed real estate brokers and licensed real estate agents who are members in good standing of the National Association of REALTORS®.

1.28 "Referral Agent" means an individual holding an active sales license or broker's license issued by the Real Estate Commission who is employed by or under contract to a Referral Company and does not perform any activity which defines a "Broker" or a "Salesman" under Florida Code except referring prospective purchasers, sellers or rentals to a Participant that culminates into a sale or rental of real estate and for which the Referral Company receives a referral fee.

1.29 "Referral Company" means a real estate brokerage in which a Participant has a direct or indirect ownership interest and has as its sole purpose to refer potential clients to Participants and not for the purpose of brokering purchases, sales or rentals of property or any other services.

1.30 "RMLS" means Regional Multiple Listing Service Inc, a Florida corporation that provides Multiple Listing Services to Participants and Subscribers of Shareholder associations and to Non-Shareholder Participants and Subscribers.

1.31 "RMLS Database" means the RMLS computerized MLS systems, the Compilation and the RMLS Services from which RMLS provides the Compilation, IDX feeds and VOW feeds and RMLS Services.

1.32 "RMLS Listing Content" means listing information and such other information as authorized by the Board of Directors to be provided to Participants of RMLS for VOW display.

1.33 "RMLS Services" means systems, products and services including but not limited to IDX feeds and VOW feeds, which facilitate the business of Participants and Subscribers.

1.34 "Rules" means these Rules and Regulations of RMLS which may be amended by RMLS from time to time.

1.35 "Shareholder's" means the Jupiter-Tequesta-Hobe Sound Association of REALTORS® Inc., the REALTORS® Association of St. Lucie Inc., and the REALTORS® Association of the Palm Beaches Inc., all in the State of Florida.

1.36 "Shareholder Participant" means the principal of any firm, partnership, or corporation or the branch office manager designated by said firm, partnership or corporation who is a member of a Shareholder association, and who shall have all rights, benefits and privileges of RMLS and shall accept all obligations to RMLS for the Participant's firm, partnership, or corporation and for compliance with Bylaws and Rules by all persons affiliated with the Shareholder Participant who utilize RMLS.

1.37 "Short Sale(s)" means 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.

1.38 "Subscribers" means non-principal brokers, sales associates and licensed and certified appraisers affiliated with Shareholder Participants and Non-Shareholder Participants.

1.39 "Temporarily Off Market" means a listing that has been temporarily removed from active status for a period of up to ninety (90) days to allow among other things for renovations, holiday periods or brief convalescence.

1.40 “Virtual Office” means a Participant’s Internet based real estate brokerage.

1.41 “Virtual Office Website” or “VOW” means a Participant’s Internet Website or a feature of a Participant’s Internet Website, and, when authorized, Websites, of non-principal brokers and agents affiliated with Participants, which complies with the RMLS VOW Policy and Rules and, through 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 Florida law) where the consumer has the opportunity to search certain portions of the Compilation subject to the Participant’s oversight, supervision and accountability.

## SECTION 2: PARTICIPATION THROUGH WRITTEN RECIPROCAL AGREEMENTS

2.1 RMLS will allow participation in RMLS by REALTORS® who are Participants and Subscribers of REALTOR® Associations or Multiple Listing Services participating in accordance with the terms of any agreement with a REALTOR® Association or Multiple Listing Service by making appropriate application to RMLS. Said Agreement spells out the terms and conditions of reciprocal access.

2.2 No REALTOR® member may participate in RMLS by virtue of a reciprocal agreement if their office wishing access is located within the jurisdictional boundaries of an RMLS Shareholder.

## SECTION 3: PENDING OR INCOMPLETE ETHICS OR ARBITRATION ISSUES

No Participant or Subscriber application will be accepted by RMLS if such applicant has outstanding financial obligations to any Association or MLS in the State of Florida and/or the applicant subsequently resigns to avoid payment of such obligations. The applicant’s participation shall be denied or suspended until such time as said financial obligations have been paid or waived and the named applicant released from said obligations. Each applicant shall be required to certify that they have no outstanding financial obligations to any Association or MLS in the State of Florida prior to becoming a Participant or Subscriber.

## SECTION 4: LISTING PROCEDURES

### 4.1 Submission of “Active Listings”

4.1.1 RMLS shall accept Exclusive Right to Sell and Exclusive Agency Listings from Participants, and may accept other forms of agreement which make it possible for the listing Participant to offer compensation to other Participants. Only one listing for any property type may appear in the RMLS Database at any given time unless previously authorized in writing by RMLS staff as set forth in Section 4.5. The type of listing shall be noted on the Listing Input Form and disclosed to all Participants. The Exclusive Right to Sell Listing agreement may not be altered to accommodate an Exclusive Agency Listing. If the listing broker intends to offer compensation to other Participants, the listing agreement shall contain the seller’s written agreement to compensate agents of prospective purchasers. An Exclusive Right to Sell Listing or an Exclusive Agency Listing that contains Exclusions to the listing agreement must be designated by using the code ER/EX or EB/EX (List Type). Cooperating brokers must be given the names of those parties which are Exclusions upon request to the listing Participant. Limited Service Listings must be designated in the RMLS Database by using the code LS under listing type preceded by the type of listing being taken (Exclusive Right or Exclusive Agency) (ER/LS) or (EB/LS).

4.1.2 Listings of real property of the following types, which are listed subject to a real estate broker’s license, and are located within the territorial jurisdiction of RMLS, and are taken by Participants on Exclusive Right to Sell or Exclusive Agency listing contracts, must be entered into the RMLS Database within two (2) business days after all necessary signatures have been obtained and shall be complete and accurate in every detail. Only listings of the following designated types of property that are located within the Listing Areas are required to be submitted. Listings from other jurisdictions may be submitted on a voluntary basis.

- a. Detached single family residences, individual condominium apartments, cooperative apartments, townhouses, attached single family residences and mobile homes that are attached to the land and taxed as real property.
- b. Residential income property up to and including four (4) units. The number of units shall be computed based on the number of kitchens located in the property.
- c. Properties in categories not specified in (a) or (b) above, but which are listed on a Listing Input form or any listing agreement form, which indicates submission to RMLS.
- d. Houses “under construction” or “to be built” must include a legal description for a specified lot upon which the home can be built and the status of construction must be clearly stated in the listing. Builder’s models may not be entered into RMLS unless they are specifically for sale.
- e. Other properties which may be entered with RMLS at the discretion of the Participant, subject to paragraph (c) above: Income Property, Business, Commercial, Vacant Land, Commercial Leases, and Rentals.

#### **4.2 Listings Subject To Rules**

Listings submitted to RMLS shall follow the specific data requirements of the Listing Input Form and shall be complete in every detail. Any listing submitted into the RMLS Database is subject to the Rules upon signature of the seller. All Participants are required to submit documentation such as the listing agreement, and any modifications to the listing agreement, within two (2) business days if requested by a staff member of RMLS.

#### **4.3 Listing Photograph, Virtual Tour or Video**

Every single family residential, multi-dwelling, commercial, business and rental property listed with Participant and entered into the RMLS Database is required to have at least one (1) photo of the front exterior of the subject property attached to the listing within five (5) business days of the entry of the listing into the RMLS Database.

#### **4.4 Disclosure Of Interests In Listed Property**

4.4.1 If a Participant or any licensee (including licensed or certified appraisers) affiliated with a Participant has any interest in property, the listing of which is to be disseminated through RMLS, that person shall disclose that interest when the listing is entered into the RMLS Database and such information shall be disseminated to all Participants and Subscribers.

4.4.2 If a Participant or Subscriber wishes or intends to acquire an interest in property listed with another Participant, such contemplated interest or intent shall be disclosed, in writing, to the listing Participant, including agency disclosure, not later than the time an offer to purchase is submitted.

#### **4.5 Listings as One Property Type Only**

Listings shall be entered as one property type only unless the property use would necessitate entering it in an additional property type category. Any listing being entered into more than one listing category must be previously authorized in writing by RMLS. Properties offered for sale under the residential category may be entered into the rental category without RMLS approval. In order to obtain RMLS authorization for entering one property listing as two property types an email should be sent by Participant to [compliance@rmlsfl.com](mailto:compliance@rmlsfl.com).

#### **4.6 Seller Refuses RMLS Publication**

If the seller refuses to permit the property to be published in the RMLS Database, the listing Participant may take the listing, but it shall not be disseminated by Participant. That listing must contain a request for confidential treatment or other written certification signed by the seller with full indication that the property is being withheld from the RMLS Database. A copy of the listing with a request for confidential treatment or other written certification signed by the seller must be provided to RMLS by Participant when requested by RMLS.

#### **4.7 Listing Changes**

The signature of the seller(s) must be obtained on a written direction regarding any change of status of the listing, for price changes, extensions, conditional withdrawals, or cancellations. Participant shall enter into the RMLS Database any changes in the original listing agreement, listing information, or status within two (2) business days after the authorized change is received by the listing Participant.

#### **4.8 Withholding Owner's Name**

An owner's name shall not be withheld from a listing unless a request is signed by the seller.

#### **4.9 Contingencies**

Any Contingency or conditions of any term in a listing shall be noted and disseminated to Participants, including Exclusions and/or exceptions to the listing agreement.

#### **4.10 Expiration Date, Renewals, Extensions**

Listings entered into the RMLS Database shall bear a definite expiration date. Any listing entered into the RMLS Database automatically expires unless renewed and a notice of the renewal or extension is processed prior to the expiration date. If notice of the renewal is received after expiration, the listing may be reactivated by entering either a new listing or a change of status to "back on market" with the new expiration date clearly indicated.

#### **4.11 Listing Price**

The full gross listing price must be stated in the listing agreement and will be included in the information provided in the RMLS Compilation of listings. Rental prices must be expressed in monthly rent amounts for Annual, Season and/or Off-Season. Net listings will not be accepted by RMLS.

#### **4.12 Co-Listings**

If the seller has listed a property and there is more than one RMLS Participant office involved, the co-listing office and co-listing agent ID numbers may be listed in the co-listing office and agent fields. Only an RMLS Participant may be shown as the listing Participant. If the co-listing office is not a Participant of RMLS, the Participant's firm shall be the only office listed in RMLS. However, the Participant's firm must have a clear agreement from the seller that they are responsible for compensation with non-RMLS Participants and be the contact for information regarding the property.

#### **4.13 Withdrawal of Listing Prior To Expiration**

4.13.1 Listings of property may be withdrawn from the RMLS Database by the listing Participant before the expiration date of the listing agreement only when authorized in writing by the seller(s). This information must be reported in the RMLS Database.

4.13.2 Sellers do not have the unilateral right to require RMLS to withdraw or cancel a listing without the listing broker's concurrence. However, when a seller(s) can document that its exclusive relationship with the listing Participant has been terminated, RMLS may withdraw or cancel the listing at the request of the seller.

#### **4.14 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 Listing Input Form. When part of a listed property has been sold, proper notification shall be given to RMLS.

#### **4.15 Submission of "Sold" Listings**

For purposes of statistical recording, Participants may submit to RMLS those properties that have been authorized in writing by the seller for entry into RMLS that were not exclusively listed, but have been sold by a firm which is a Participant. These properties may not be entered into the RMLS Database until such time as the property is either in pending status or sold status and are subject to all other Rules including the time requirements for entry of data. All fields that are required by RMLS must be completed at input. In no case may a Participant or Subscriber enter a listing of this nature without a Contract for Purchase and Sale having been entered into between buyer and seller. In the event the contract is not consummated, then Participant or Subscriber must cancel said "Sold Listing" unless an Exclusive Agency or Exclusive Right of Sale agreement is signed by

the seller authorizing entry into the RMLS Database as an active listing. However, in no case will Participant or Subscriber misrepresent the information contained in the RMLS Database. The listing Participant shall enter their ID's as both listing and selling Participant unless there is a cooperating broker.

#### **4.16 Short Sales**

Participants must disclose potential short sales 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 agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants.

#### **4.17 No Control of Commission Rates or Fees Charged to Participants**

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

#### **4.18 Termination Date on Listings**

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

#### **4.19 Listing Areas**

Only listings of the designated types of property located within the Listing Areas of RMLS are required to be submitted to the RMLS Database. Listings of property located outside the RMLS Listing Areas will be accepted if submitted voluntarily by a Participant, but cannot be required by RMLS.

## **SECTION 5: SELLING PROCEDURES**

### **5.1 Showing and Negotiations**

5.1.1 Appointments for showings and negotiations with the seller for the purchase of listed property filed in the RMLS Database shall be conducted through the listing Participant except under the following circumstances:

- A. The listing Participant gives cooperating brokers authority to show and/or negotiate directly, or
- b. after reasonable effort, the cooperating broker cannot contact the listing Participant or its representative. However, the listing Participant, at its option, may preclude such direct negotiation by cooperating brokers.

### **5.2 Presentation of Offers**

The listing Participant shall make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so.

### **5.3 Submission of Offers**

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

### **5.4 Right of Cooperating Broker in Presentation of Offer**

The cooperating broker or its representative shall have the right to participate in the presentation to the seller or lessor of an offer it secures. The cooperating broker does not have the right to participate in any subsequent discussion or evaluation of that offer by the seller or lessor and the listing Participant. However, if the seller or lessor gives written instructions to the listing Participant that the cooperating broker not participate in the presentation of an offer the cooperating broker secured, 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 Participant's right to control the establishment of appointments for presentations.

### **5.5 Right of Listing Participant in Presentation of Counter-offer**

The listing Participant or its representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. The listing broker does not have the right to be present at any discussion or evaluation of a counter-offer by the 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.

### **5.6 Reporting Sales to the RMLS Database**

The listing Participant must enter into the RMLS Database all pending sales and all closed sales within two (2) business days of such status change to pending or closing of the sale unless the negotiations were carried on under Section 5.1 a) or b) hereof, in which case the cooperating broker shall report accepted offers to the listing Participant within two (2) business days after occurrence and the listing Participant shall enter them in the RMLS Database within two (2) business days after receiving notice from the cooperating broker.

### **5.7 Reporting Cancellation of Pending Sales**

The listing Participant shall enter into the RMLS Database the cancellation of any pending sale within two (2) business days and the listing shall thereupon be reinstated.

### **5.8 Reporting Resolutions of Contingencies**

The listing Participant shall enter into the RMLS Database within two (2) business days that a Contingency on file with RMLS has been fulfilled by changing the status to pending. However, if the Contingency is re-established and/or if said Contingency has been extended, listing Participant must modify the status of a pending listing back to the Contingent status.

### **5.9 Temporarily Off Market**

The listing Participant or Subscriber may remove a listed property from active status for a period of up to ninety (90) days to allow for renovations, holiday periods or a brief convalescence, among other things, by obtaining written authorization to do so from the seller. Documentation of such event, signed by the seller, shall be provided to RMLS within two (2) business days of request by RMLS staff. No later than ninety-one (91) days after the change of status to Temporarily Off market, the listing Participant or Subscriber must change the status of a Temporarily Off Market property to either active, withdrawn or cancelled.

### **5.10 Other Status Changes**

The listing Participant shall enter into the RMLS Database or submit a Listing Change Form within two (2) business days of any change of status of listed property in the RMLS Database including, but not limited to Temporarily Off Market and Contingency properties.

## **SECTION 6: PROHIBITIONS**

The Compilation disseminated by RMLS through the RMLS Database is for the exclusive use of RMLS Participants and Subscribers and other Multiple Listing Service's participants and subscribers with whom there is an agreement for exchange of listing information. Unauthorized use of the Compilation by Participants, Subscribers or other MLS participants and subscribers may result in expulsion, fining, cancellation of agreements and/or other disciplinary actions as may be necessary.

### **6.1 Referral Companies**

6.1.1 Referral Companies shall, within thirty (30) days of establishing itself as a Referral Company, or upon request from RMLS, provide to RMLS a list showing licensees designated as Referral Agents and provide a current list of its Referral Agents to RMLS every three (3) months thereafter as long as the Referral Company is in the referral business in order to remain exempt from RMLS fees and charges for RMLS Services.

6.1.2 If a Participant serves as the designated broker of a Referral Company, said Participant broker shall undertake measures to assure that the RMLS Compilation and RMLS Services are used exclusively by the Participant and Authorized Users. In the event that unauthorized users access the RMLS Compilation and RMLS Services, the Participant that facilitates such unauthorized use shall be responsible for annual fees retroactively on behalf of any unauthorized users for the greater of twelve (12) months or the period during which such unauthorized access occurred and may be subject to further discipline as determined by the Board of Directors.

## **6.2 Non-Participating Brokerages, “Sister Companies”**

6.2.1 Non-Participating Brokerages or “Sister Companies” shall, within thirty (30) days of establishing itself as a Non-Participating Brokerage “Sister Company,” or upon request from RMLS, provide to RMLS a list showing licensees designated as real estate professionals working within said Non-Participating Brokerage “Sister Company” and provide a current list of its licensees to RMLS every three (3) months thereafter as long as the Non-Participating Brokerage “Sister Company” is in the real estate business and not participating in RMLS in order to remain exempt from RMLS fees and charges for RMLS Services.

6.2.2 If a Participant serves as the designated broker of a Non-Participating Brokerage “Sister Company,” said Participant broker shall undertake measures to assure that the RMLS Compilation and RMLS Services are used exclusively by the Participant and Authorized Users. In the event that unauthorized users access the RMLS Compilation and RMLS Services, the Participant that facilitates such unauthorized use shall be responsible for annual fees retroactively on behalf of any unauthorized users for the greater of twelve (12) months or the period during which such unauthorized access occurred and may be subject to further discipline as determined by the Board of Directors.

## **6.3 Advertising of Listings Filed With RMLS**

A listing shall not be advertised by a Participant other than the listing Participant, including Internet Advertising, without the prior written consent of the listing Participant. Documentation of such consent shall be provided to RMLS within two (2) business days of request for such written consent.

## **6.4 “For Sale” Signs**

Only the “For Sale” signs of the listing Participant shall be placed on a property listed by a listing Participant.

## **6.5 “Sold” Signs**

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

# **SECTION 7: COMPENSATION**

## **7.1 Cooperative Compensation Specified on each Listing.**

7.1.1 The listing Participant shall specify on each listing entered into the RMLS Database the compensation offered to other RMLS 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 Participant retains the right to determine the amount of compensation offered to non-representatives, to buyer agents or to transaction brokers, which may be the same or different. The RMLS shall not disclose in any way the total commissions or fees between the seller and the listing Participant. The listing Participant 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 RMLS so that all Participants will be advised. If the listing Participant desires to offer a cooperating broker compensation other than that indicated on the listing as disseminated by RMLS, it shall be accomplished by advance notification in writing to the other Participant prior to receipt of an offer.

7.1.2 While offers of compensation made by listing Participants to cooperating brokers through RMLS are unconditional, a listing Participant's obligation to compensate a cooperating broker who has the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing Participant to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through RMLS 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 Participant to collect some or all of the commission established in the listing agreement, at what point in the transaction did the listing Participant 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 Participant communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

Note: The compensation specified on listings filed in the RMLS Database shall appear in one of two forms:

- a. By showing a percentage of the gross selling price.
- b. By showing a definite dollar amount.

### **7.2 Dual or Variable Compensation Agreements**

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 Participant 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 Participant 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 Participant in the RMLS Database. The listing Participant shall, in response to inquiries from potential cooperating buyers, 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.

### **7.3 Notice of Exceptions**

If a Participant accepts a listing agreement in which there are exceptions to the agreement (i.e. the selling broker would receive no compensation if the stated exceptions are present in the sales transaction), this must be noted on the listing agreement and the word "exceptions" noted in the broker remarks section of the RMLS Database.

## **SECTION 8: FEES AND CHARGES**

The specific amounts of fees and charges referenced in this section, and the requirement for payment are set from time to time by the RMLS Board of Directors and are published in the RMLS "Schedule of Fees" available from RMLS. Each designated broker of a Participant of RMLS shall be responsible for payment of fees for their offices, subscribed sales associates, non-subscribed sales associates and support staff. Payment of such fees may be accepted from the Participant or the Subscriber. None of the foregoing shall preclude the RMLS Participant from being reimbursed by the Subscribers licensed with Participant for fees or charges incurred on their behalf pursuant to any in-house agreement that may exist. All fees paid for services including advance payments are non-refundable.

### **8.1 Application Fees:**

8.1.1 An applicant for participation in RMLS shall pay a one-time, non-refundable application fee, which shall accompany the application. Each Participant and its office, including Branch Offices, shall pay the per office application fee when establishing its relationship with RMLS. When establishing a new Branch Office, Participant shall pay the per office fee to RMLS at the time of application for the new Branch Office.

8.1.2 An applicant for subscription in RMLS shall pay a one-time, non-refundable application fee, which shall accompany the application.

8.1.3 In the event a Participant creates a new firm or corporation or changes its office or firm to a new corporation a new application for participation in RMLS is required and a new application fee is due and payable.

8.1.4 In the event a Participant adds a Licensee to its office and such Licensee elects not to apply to RMLS, the Participant will be charged a processing fee and a service fee as set forth in Section 8.3.1. In the event such Licensee elects to apply to RMLS, the Licensee will be required to complete an application and pay the one-time, non-refundable application fee in order to obtain access to the RMLS Database and RMLS Services.

## **8.2 Recurring Participation Fee:**

Each office shall pay an annual participation fee.

## **8.3 Service Fees:**

8.3.1 The service fee to Participant shall be the current fee times each licensed qualified broker, licensed associate broker, licensed sales associate, and licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant.

8.3.2 The service fee to Participant shall be the current fee times each secretary or sales assistant affiliated with Participant who is to have access to the RMLS Database and RMLS Services.

8.3.3 Payment of such fees shall be made on or before March 25<sup>th</sup> in the year in which it was billed. All past due amounts shall incur a late fee. In the event the fees, including any late fees, remain unpaid, access to the RMLS Database and RMLS Services are subject to suspension until such time as the fees are paid in full.

8.3.4 Reinstatement of access will occur within two (2) business days after payment of all past due amounts together with any past due fee assessed.

8.3.5 Subscriber's failure to remit payment within thirty (30) days from March 25<sup>th</sup> will result in the transfer of said fees, including any past due fees, to the Participant's account.

## **8.4 Listing Fee:**

8.4.1 There is no charge for listings entered or modified by the Participant's office. Listings entered or modified by RMLS Staff will be assessed a manual input fee.

8.4.2 There is a reinstatement of listing charge for each listing reinstated when suspended, expelled or resigned brokers or agents reestablish their relationship as a Participant or Subscriber of RMLS.

## **8.5 Participant/Subscriber Reinstatement Fee:**

A reinstatement fee shall be charged if a Participant or Subscriber discontinues RMLS Services for a period of less than one (1) year or is suspended for non-payment, then rejoins RMLS within that year. If a Participant or Subscriber discontinues its RMLS Services or is suspended from RMLS for a period longer than one (1) year, then rejoins the RMLS, the Participant or Subscriber must submit a new application and pay the appropriate application fee, and in the case of suspensions and terminations, pay all outstanding unpaid fees including finance charges.

## **8.6 Finance Charges:**

A finance charge of eighteen percent (18%) per year (one and one-half percent (1 ½%) per month) will be added to all unpaid fees, charges and fines that remain unpaid by thirty (30) days from invoice by RMLS.

## SECTION 9: COMPLIANCE / ENFORCEMENT / PENALTY

### 9.1 Suspension For Unpaid Fees

RMLS will automatically suspend Participants and Subscribers for failure to pay fees and charges assessed by RMLS. Such suspension shall continue until said fees and charges are paid in full. When a Participant is suspended from access to the RMLS Database and RMLS Services, all Subscribers and Authorized Users affiliated with such Participant may also lose access to the RMLS Database and RMLS Services.

### 9.2 License Audit

9.2.1 RMLS reserves the right to audit each Participant's office to ensure compliance between RMLS records and DBPR records and with Section 8 of these Rules. Participants found to be out of compliance are subject to fines, fees and penalties as stated in Section 4.g. of the Compliance Guidelines.

9.2.2 RMLS reserves the right to audit each Participant's Referral Company's office to ensure compliance between RMLS records and DBPR records as to Referral Agents which are granted an exemption from incurring the fees set forth in Section 8 of these Rules because they never access the RMLS Services. Participants found to be out of compliance are subject to fines, fees and penalties as set forth in the Compliance Guidelines.

9.2.3 RMLS reserves the right to audit each Participant's Non-Participating Brokerage "Sister Company" to ensure compliance between RMLS records and DBPR records as to licensees which are granted an exemption from incurring the fees set forth in Section 8 of these Rules because they never access the RMLS Services. Participants found to be out of compliance are subject to fines, fees and penalties as set forth in the Compliance Guidelines.

### 9.3 Listings of Suspended Participant

When a Participant is suspended from RMLS for failing to abide by a membership duty of a REALTOR® association or the RMLS Rules and Regulations, except failure to pay appropriate dues, fees, or charges, all listings currently on file in the RMLS Database by the suspended Participant shall, at the Participant's option, be retained in the RMLS Database until sold, withdrawn, or expired, and shall not be renewed or extended beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from either the Shareholder Association or RMLS, or both, for failure to pay the appropriate dues, fees, or charges, RMLS is not obligated to provide access to the RMLS Database nor provide RMLS Services or any services, including continued inclusion of the suspended Participant's listings in the Compilation. Prior to any removal of a suspended Participant's listings from the RMLS Database, the suspended Participant will be advised, in writing, with ten (10) days notice, of the intended removal so that the suspended Participant's clients may be advised.

### 9.4 Listings of Expelled Participant

When a Participant is expelled from RMLS for failing to abide by a membership duty of REALTOR® association or the RMLS Rules and Regulations, except failure to pay appropriate dues, fees, or charges, all listings currently on file in the RMLS Database by the expelled Participant shall, at the Participant's option, be retained in the RMLS Database until sold, withdrawn, or expired, and shall not be renewed or extended by beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been expelled from the Shareholder association or RMLS, or both, for failure to pay the appropriate dues, fees, or charges, RMLS is not obligated to provide RMLS Services, including continued inclusion of the expelled Participant's listings in the Compilation. Prior to any removal of an expelled Participant's listings from RMLS, the expelled Participant will be advised, in writing, with ten (10) days notice, of the intended removal so that the expelled Participant's clients may be advised.

### 9.5 Listings of Resigned Participants

When a Participant resigns from RMLS, RMLS will discontinue the Participant's access to the RMLS Database and RMLS Services, including continued inclusion of the resigned Participant's listings in the RMLS Compilation. Prior to any removal of a resigned Participant's listings from the RMLS Database, the resigned Participant will be advised, in writing, with ten (10) days notice, of the intended removal so that the resigned Participant's clients may be advised.

## **9.6 Designated Broker Responsibility**

Participants shall be responsible for the actions of their employees, personal assistants, sales associates, partners, and corporate officers in all matters in which RMLS is concerned, including all unpaid fees.

## **9.7 Applicability of Rules to Subscribers and Authorized Users**

Non-Principal brokers, sales associates and appraisers are all subject to these Rules and may be disciplined for violations thereof. Other Authorized Users, such as non-licensed office staff, are also subject to these Rules and Participant may be disciplined for violations by its Authorized Users. Further, failure of any such Subscriber or other Authorized Users to abide by the Rules, and/or any sanction imposed for violations thereof, may subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all Subscribers and other Authorized Users affiliated with the Participant.

## **9.8 Consideration of Alleged Violations**

9.8.1 RMLS shall, on a confidential basis, give consideration to all written allegations having to do with a violation of these Rules excluding Section 13 which is governed by Section 9.9.

### Procedures and Penalties

- a. Allegations submitted by any party will be reviewed.
- b. Allegations shall be WRITTEN and may be accompanied by supporting documentation.

In response to written allegations, RMLS shall:

- c. Evaluate and determine if a violation of the Rules and Regulations occurred.
- d. Notify the Participant and/or Subscriber of any of the alleged violations together with the imposed fine or sanction being assessed by RMLS.
- e. If Participant or Subscriber wishes to petition the decision of RMLS, see Section 10 of the Compliance Guidelines for the process

## **9.9 Allegations of Unethical Conduct:**

Any Conduct Allegations brought to RMLS shall be referred to the appropriate REALTORS® association for appropriate action.

## **9.10 Violations of Rules and Regulations**

Failure to abide by the strict intent of these Rules may result in a fine, suspension, or expulsion from RMLS. The RMLS Compliance Guidelines sets forth the descriptions of violations that may result in fines, fees or penalties. If the alleged offense is a violation of the Rules and Regulations other than a conduct violation or arbitration complaint, it shall be considered and determined by the staff of RMLS, and if a violation is determined, RMLS staff may direct the imposition of a fine or other sanction; if Participant or Subscriber wishes to petition the decision of RMLS, see Section 10 of the Compliance Guidelines for the process. If no such petition is filed within ten (10) business days of notice of the violation, the sanction will be confirmed and an order issued accordingly.

## **9.11 Staff Harassment**

Any Participant, Subscriber or Authorized User may be reprimanded, placed on probation, suspended or expelled for Harassment of an RMLS staffperson or of an RMLS officer or director, after an investigation in accordance with procedures of RMLS. Disciplinary action may also consist of any sanction authorized by the Board of Directors of RMLS. The decision of the appropriate disciplinary action to be taken shall be made by an investigatory team comprised of the Chief Executive Officer and President of RMLS upon consultation with legal counsel of RMLS. If the complaint names the Chief Executive Officer and the President of RMLS, they may not participate in the proceedings and will be replaced by the Immediate Past President and by a member of the Board of Directors selected by the highest ranking officer not named in the complaint.

All information provided by RMLS to Participants and Subscribers shall be considered proprietary information of RMLS. Such information shall be considered confidential and shall be exclusively for the use of Participants, Subscribers and authorized users.

## SECTION 10: PROPRIETARY RMLS INFORMATION

### 10.1 RMLS Not Responsible For Accuracy of Compilation

The Compilation disseminated by RMLS is not verified nor authenticated. It is generally communicated verbatim, without change by RMLS, as filed with RMLS by Participants and Subscribers. It is the responsibility of Participants to verify the accuracy of all input information, including information input by RMLS at the request of Participants and Subscribers and/or edited by RMLS as necessary to comply with RMLS Rules and Regulations. RMLS disclaims any responsibility for the accuracy or authenticity of the Compilation or any other information contained in the RMLS Database. Each Participant and Subscriber agrees to hold RMLS harmless against any liability arising from any inaccuracy or inadequacy of the Compilation.

## SECTION 11: OWNERSHIP OF RMLS COMPILATION AND COPYRIGHTS

11.1 By the act of submission of any property listing data to RMLS, the Participant represents that they have been authorized to grant and also thereby do grant and assign to RMLS all right, title and interest to include the property listing data in its copyrighted RMLS Compilation, in statistical reports, on comparables, and for any other uses as may be determined by RMLS.

11.2 By act of submission to RMLS of any virtual tours, videos, photograph, sketch or drawing by a Participant or authorized agent, the Participant does grant RMLS all right, title and interest in and to said virtual tours, videos, photograph, drawing or sketch in its copyrightable Compilation, in reports, on comparables and for any other uses as may be determined by RMLS.

11.3 All right, title, and interest in each copy of every RMLS Compilation created and copyrighted by RMLS and in the copyright therein, shall at all times remain vested in the RMLS.

11.4 Participants, Subscribers or Authorized Users are not allowed, to copy or use in any manner the intellectual property of another Participant, Subscriber or Authorized User without the prior written consent of the holder of such intellectual property right. Intellectual property includes, but is not limited, to photographs, videos, virtual tours, remarks, logos, trademarks or service marks. Violation of this Rule shall subject the Participant, Subscriber or Authorized User to fees, fines and penalties. Documentation of such written consent shall be provided to RMLS Staff within two (2) business day of request for such documentation.

## SECTION 12: USE OF COPYRIGHTED RMLS INFORMATION

### 12.1 Distribution

Participants shall at all times maintain control over the RMLS Compilation, whether through the Internet, software, or off-line after being downloaded to a computer or server. Participant shall ensure that access to the RMLS Database and Compilation is made available only to Participants, Subscribers and authorized users, authorized pursuant to these Rules and Regulations, the Compliance Guidelines and Participant and Subscriber Agreements. Use of information developed, or published and/or copyrighted by RMLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are strictly prohibited. Further, none of the foregoing is intended to convey any "participation" or "membership" or any right of access to information developed by, published or copyrighted by RMLS where access to such information is prohibited by law.

### 12.2 General Display

Participants, Subscribers and authorized users, shall be permitted to display the RMLS 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 RMLS Compilation. Participants shall not, under any circumstances, allow prospective purchasers of real property to have direct access to the RMLS Database or Compilation whether from a computer or from a website or in any other manner.

### **12.3 Internet Data Exchange (IDX)**

Display of the RMLS Compilation or portions of the RMLS Compilation pursuant to IDX are subject to these Rules:

12.3.1 Participant may request a list of available IDX fields from RMLS; however, RMLS shall at all times retain the right to make the final determination as to what is made available for IDX. IDX displays are at all times subject to the RMLS Rules and Regulations, as such Rules may be amended from time to time.

12.3.2 Participants must notify RMLS of their intention to establish IDX websites and must make them directly accessible by RMLS for purposes of monitoring/ensuring compliance with these Rules. This includes, but is not limited to, providing the website URLs to RMLS and RMLS must be notified of the establishment of any new IDX websites or change or URL.

12.3.3 Participants may not under any circumstances make available for search by or display on their IDX websites the following kinds of information:

- (a) Expired, withdrawn, pending/do not show, or sold listings;
- (b) Compensation offered to other MLS participants;
- (c) the type of listing agreement;
- (d) sellers' or occupants' names, phone numbers or email addresses where available; or
- (e) Instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property.

12.3.4 RMLS Participants may not use IDX provided listings for any purpose other than display on the IDX website URLs authorized by RMLS. This does not require Participants to prevent indexing of IDX listings by recognized search engines.

12.3.5 IDX listings authorized for display on the Internet may not be changed; however, this requirement will not restrict the form of the listings displayed or the display of fewer than all of the listings or fewer authorized data fields based only on objective criteria including, but not limited to, factors such as geography or location (such as "uptown," "downtown," etc.), list price, type of property (e.g. condominiums, cooperatives, single family detached , multi-family) or cooperative compensation offered by listing Participants, type of listing (e.g. exclusive right to sell or exclusive agency) or the level of service being provided by the listing Participant. Selection of listings displayed on any authorized IDX website must be independently made by each Participant.

12.3.6 All displays of IDX listings shall include the following disclaimer:

"This information is not verified for authenticity or accuracy and is not guaranteed and may not reflect all real estate activity in the market.©2006-2010 Regional Multiple Listing Service, Inc. All rights reserved."

Participants and their affiliated Subscribers, if applicable, shall indicate on their IDX websites that IDX information is provided exclusively for consumers' personal, non-commercial use and that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

12.3.7 All detailed listing information must display the listing firm name in a reasonably prominent location and in a readily visible color and a typeface not smaller than the median font size used in the display of listing data.

12.3.8 All listings displayed pursuant to these IDX Rules shall identify the listing agent.

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

12.3.10 Listings that belong to Participants other than the displaying Participant must be clearly identified as belonging to the listing Participant Broker. Under no circumstance may Participant or its users display listings of other Participants in a manner that leads the viewer to believe that they are the listings of the displaying Participant.

12.3.11 Participants shall not modify or manipulate information relating to other Participants listings on their IDX websites. This is not a limitation on site design but refers to changes to actual listing information. IDX provided listings may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of IDX provided listings' display or display of fewer than all of the available listings or fewer authorized data fields.

12.3.12 Any IDX website that allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or displays an automated estimate of the market value of the listing or a hyperlink to such estimate of market value in immediate conjunction with the listing shall disable or discontinue either or both of those features as to the seller's listings at the request of the seller. The Participant shall communicate to RMLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' IDX websites. Except for the foregoing and subject to Section 12.3.25 below, a Participant's IDX website may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX website from notifying its customers that a particular feature has been disabled at the request of the seller.

12.3.13 Participants and Subscribers 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 or Subscriber beyond that supplied by RMLS and that relates to a specific property displayed on the IDX website. Participants and Subscribers shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing Participant or the listing Subscriber for the property explaining why the data or information is false. However, Participants and Subscribers shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice or professional judgment.

12.3.14 IDX provided listings may ONLY be displayed on websites of Participants and Subscribers and may not be commingled with data from other sources for use on any websites of non-Participants, even if such websites are owned or operated by Participant or Subscribers.

12.3.15 Websites displaying IDX provided listings must be controlled by a Participant or Subscribers and advertised as the Participant's or Subscriber's IDX website. The IDX website must also clearly identify the brokerage under which they perform real estate sales activities in a readily visible color and typeface.

12.3.16 Service fees and charges shall be as established annually by the Board of Directors.

12.3.17 Listings or property addresses 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 websites or VOWs) shall not be accessible via IDX Participant or Subscriber websites.

12.3.18 Participants must refresh all RMLS downloads and refresh all RMLS data at least once every three (3)days.

12.3.19 The number of IDX provided listings that consumers can retrieve or download in response to an inquiry shall be limited to twenty-five hundred (2,500) listings.

12.3.20 The right to display other Participant's listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in RMLS.

12.3.21 Display of seller's(s') and/or occupant's(s') name, phone number and email address is prohibited.

12.3.22 Participants are required to employ appropriate security protection such as firewalls, provided that any security measures required are not greater than those employed by RMLS.

12.3.23 IDX operators must maintain an audit trail of consumer activity to the Participant's or Subscriber's IDX website and make that information available to RMLS if RMLS believes the IDX website has caused or permitted a breach in the security of the IDX-provided listings or a violation of RMLS Rules related to use by consumers.

12.3.24 Except as provided in these IDX Rules or elsewhere in the RMLS Rules and Regulations, any Participant or Subscriber operating a website may not distribute, provide, or make any portion of the RMLS Database or Compilation available to any person or entity for any purpose.

12.3.25 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.

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

#### **12.4 Virtual Office Website (VOW)**

12.4.1 A Subscriber, may, with their Participant's consent, operate a VOW. Any VOW of a Subscriber is subject to the Participant's oversight, supervision and accountability.

12.4.2 As used in this Section 12 of these Rules, the term "Participant" includes a Participant's affiliated Subscribers, 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 or a Subscriber or an Affiliated VOW Partner ("AVP") on behalf of a Participant.

12.4.3 No AVP has independent participation rights in RMLS by virtue of its right to receive RMLS Listing Content on behalf of a Participant. No AVP has the right to use RMLS Listing Content except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to RMLS Listing Content is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

#### **12.5 Virtual Office Website Display**

Participants and Subscribers displaying the RMLS Listing Content or portions of the RMLS Listing Content on Virtual Office Website(s) (VOWs) are subject to these Rules and Rules Applicable to Virtual Office Websites (VOWs) as follows:

12.5.1. The right of a Participant's VOW to display RMLS Listing Content is limited to that supplied by the Multiple Listing Services in which the Participant has participatory rights. A Participant with offices participating in different Multiple Listing Services may operate a master VOW website with links to the VOWs of the other offices.

12.5.2 Subject to the provisions of the RMLS VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an Affiliated VOW Partner (AVP), may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX").

12.5.3 Except as otherwise provided in the RMLS VOW Policy or in these Rules, a Participant need not obtain separate permission from other Participants whose listings will be displayed on the Participant's VOW.

12.5.4 Before permitting any consumer to search for or retrieve any RMLS Listing Content on the Participant's VOW, the Participant must take each of the following steps:

12.5.4.1 The Participant must first establish with that consumer a lawful broker-consumer relationship as defined by the State of Florida, including completion of all actions required by Florida state law in connection with providing real estate brokerage services to 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.

12.5.4.2 The Participant must obtain the name of, and a valid email address for, each registrant. The Participant must send an email to the address provided by the registrant confirming that the registrant has agreed to the Terms of Use (described below in section 12.5.7 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.

12.5.4.3 The Participant must require each registrant to have a user name and a password, the combination of which is different from those of all other registrants on the VOW. The Participant may, at Participant's 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.

12.5.5 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 one hundred eighty (180) days after the expiration of the validity of the registrant's password.

12.5.6 If RMLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of RMLS Listing Content or a violation of RMLS Rules, the Participant shall, upon request of the RMLS, 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 RMLS, provide an audit trail of activity by any such registrant.

12.5.7 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:

12.5.7.1 That the registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

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

12.5.7.3 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;

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

12.5.7.5. That the registrant acknowledges RMLS's ownership of, and the validity of the RMLS's copyright in, the RMLS Listing Content.

12.5.8. 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.

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

12.5.10 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 Subscriber, must be willing and able to respond knowledgeably to inquiries from registrants about properties within the market area served by that Participant and displayed on the VOW.

12.5.11 A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of RMLS Listing Content. 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 RMLS.

12.5.12. 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 RMLS 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.

12.5.13 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.

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

12.5.14. The Participant shall retain Seller Opt-Out 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.

12.5.15 Subject to subsection 12.5.16, a Participant's VOW may allow third-parties to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

12.5.16 Notwithstanding the foregoing, at the request of a seller, the Participant shall disable or discontinue either or both of those features described in subsection 12.5.15 as to any listing of the seller. The listing broker or agent shall communicate to RMLS 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 subsection (12.5.17, 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."

12.5.17 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 RMLS 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.

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

12.5.19. Except as provided in these Rules, or any other applicable RMLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the RMLS Listing Content to any person or entity for any reason.

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

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

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

12.5.23 A Participant may operate more than one VOW either individually or through an AVP. A Participant who operates their own VOW may contract with an AVP to have the AVP operate other VOWs on their behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant. Participants must have a broker-consumer relationship as defined by Florida state law with each registrant seeking to receive information from a Participant's VOW.

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

12.5.24.1 Expired, withdrawn, cancelled or pending ("under contract") Listing Content

12.5.24.2 The compensation offered to other RMLS Participants.

12.5.24.3 The type of listing agreement, i.e. Exclusive Right to Sell or Exclusive Agency.

12.5.24.4 The seller's and occupant's name(s), phone number(s) or email address(es).

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

12.5.25 A Participant shall not change the content of any RMLS Listing Content that is displayed on a VOW from the content as it is provided in the RMLS Listing Content and/or Compilation. The Participant may, however, augment the RMLS Listing Content with additional information not otherwise prohibited by these Rules or by other applicable RMLS 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 the RMLS Listing Content on VOWs or the display on VOWs of fewer than all the listings or fewer than all of the authorized information fields.

12.5.26 A Participant shall cause to be placed on its VOW a notice indicating that the RMLS Listing Content displayed on the VOW is not guaranteed accurate and shall include the following disclaimer and copyright notice:

"This information is not verified for authenticity or accuracy, is not guaranteed and may not reflect all real estate activity in the market. © 2010 Regional Multiple Listing Service, Inc. All rights reserved."

A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and or the RMLS from liability.

12.5.27 A Participant shall cause any listing that is displayed on its VOW to identify the name of the listing firm and the listing broker and 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 Content.

12.5.28 A Participant shall limit the number of individual listings that a registrant may view, retrieve or download to not more than two thousand five hundred (2,500) listings in response to any inquiry.

12.5.29 A Participant shall require that registrants' passwords be reconfirmed or changed every ninety (90) days.

12.5.30 A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on its 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) is displayed in immediate conjunction with that of every other party and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

12.5.31 A Participant shall cause any listing displayed on its VOW that is obtained from other sources, including from another multiple listing service or from a broker not participating in RMLS, to identify the source of the listing.

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

12.5.33 Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to RMLS within two (2) business days.

## **12.6 Authorization**

Participants' consent to the display of their listings by other Participants pursuant to these Rules is presumed unless a Participant affirmatively notifies RMLS that the Participant refuses to permit such 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 or frame the RMLS Compilation of other Participants at any time under any circumstances. Even where Participants have given blanket authority for other Participants to display their listings on IDX websites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

## **12.7 Participation**

Participation in IDX or VOW is available to all RMLS Participants engaged in real estate brokerage who consent to the display of their listings by other Participants.

## **12.8 Reproduction**

12.8.1 Participants and Subscribers shall not reproduce any RMLS Compilation or any portion thereof except in the following limited circumstances:

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

12.8.3 Reproductions made in accordance with this Rule shall be prepared in such a fashion that the property listing data only include properties in which the prospective purchaser has expressed interest, or in which the Participant or the Subscriber is seeking to promote interest. This Rule does not 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.

12.8.4 Any RMLS Compilation or portion thereof, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of Participants and Subscribers who are authorized to have access to such information. Such information may not be transmitted, re-transmitted or provided in any manner to any unauthorized third party, individual, office or firm.

12.8.5 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 an estimate of value on a particular property for a particular client. However, only such information that RMLS has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of RMLS Compilation is unauthorized and prohibited by these Rules and is subject to fees, fines and penalties as set forth in the Compliance Guidelines.

## **12.9 Limitation on Use of the RMLS Compilation**

12.9.1 Use of the RMLS Compilation developed, published and copyrighted by RMLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and its Participant Agreement with RMLS. Unauthorized uses are prohibited. Use of portions of the RMLS Compilation, the RMLS "statistical report" or any "sold" or "comparable" report from the RMLS Compilation for public mass-media advertising by a Participant or in other public representations is not prohibited however no commercial exploitation of such is permitted. Any advertisement or other forms of public representation based in whole or in part on information supplied by RMLS must clearly set forth the copyright information included in the representation published and must include the following notice:

"This information is not verified for authenticity or accuracy, is not guaranteed and may not reflect all real estate activity in the market. © 2010 Regional Multiple Listing Service, Inc. All rights reserved."

12.9.2 Use of the RMLS Compilation, RMLS Database and RMLS Services and any tools provided by RMLS is strictly limited to the activities authorized under a Participant's licensee(s) and shall not be used at any time for the purpose of recruiting Participants, Subscribers or Authorized Users for employment or vocational purposes. Recruiting is also prohibited through Participant and Subscriber communication tools including, but not limited to the RMLS website, the RMLS newsletter, the RMLS system or through any third party products provided by RMLS for the purpose of transacting business of purchasing and selling real estate.

#### **12.10 Advertising of Listing Filed with RMLS.**

12.10.1 Any listing, other than a sold listing, shall not be advertised in any form or format by any Participant or Subscriber other than the listing broker, without the prior written consent of the listing broker. Documentation of such written consent will be provided to RMLS within two (2) business days of request of RMLS. Only the listing broker or cooperating broker (selling broker) may claim to have sold their "sold" listing.

## **SECTION 13: STANDARDS OF CONDUCT FOR RMLS PARTICIPANTS**

13.1 RMLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with clients.

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

13.3 RMLS Participants acting as subagents or buyer/tenant representatives or brokers shall not attempt to extend a listing Participant's offer of cooperation and/or compensation to other Participants without the consent of the listing Participant.

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

13.5 Participants, Subscribers and Authorized Users, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements.

13.6 RMLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However if, when asked by another RMLS Participant, the Participant refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the asking Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the asking Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.

13.7 RMLS Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers clients, unless such use is authorized by listing brokers.

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

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

13.9 The fact that an agreement has been entered into with an RMLS Participant shall not preclude or inhibit any other RMLS Participant from entering into a similar agreement after the expiration of the prior agreement.

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

13.11 RMLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.

13.12 When RMLS Participants are contacted by the client of another RMLS Participant regarding the creation of an exclusive relationship to provide the same type of service and RMLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

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

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

13.15 The following types of solicitations are prohibited:

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

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

13.17 RMLS Participants, acting as representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease.

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

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

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

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

13.22 RMLS Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing RMLS Participant's offer of compensation to subagents, buyer/tenant representatives or brokers, nor make the submission of an executed offer to purchase/lease contingent on the listing RMLS Participant's agreement to modify the offer of compensation.

13.23 All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, RMLS Participants shall ask prospects whether they are a party to any exclusive representation agreement. RMLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects.

13.24 These Rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other RMLS Participants involving commission, fees, compensation, or other forms of payment or expenses.

13.25 RMLS Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

## SECTION 14: ARBITRATION OF DISPUTES

14.1 By becoming and remaining a Participant, each Participant agrees to arbitrate disputes about contractual issues and questions and/or standards of practice, and which involve RMLS Participants in different firms, subject to the following qualifications:

14.1.1 If all disputants are members of the same REALTOR® Association or have their principal place of business within the same REALTOR® Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that REALTOR® Association.

14.1.2 If the disputants are members of different REALTORS® Associations, or if their principal place of business is located within the territorial jurisdiction of different REALTORS® Associations, they are obligated to arbitrate in accordance with the Florida REALTORS® Interboard Arbitration Procedures. In instances where the State Association does not provide Interboard arbitration, the arbitration shall be conducted in accordance with any existing Interboard agreement or, alternatively, in accordance with the Interboard Arbitration Manual of the National Association of Realtors®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular association of REALTORS®.

14.1.3 Arbitration facilities of an association of REALTORS® may be invoked by a non-Realtor® Participant or Subscriber in RMLS who may also be compelled to arbitrate using the association facilities.

## SECTION 15: RMLS OPERATED LOCK BOX SYSTEM

RMLS currently operates an electronic lockbox system and maintain records of all Participants and Subscribers having access to the system and makes electronic keypads available for lease and electronic lockboxes available for purchase. The operation of said lockbox system is a service to all Participants and Subscribers. The following are the rules of lockbox operation and use:

15.1 Each Participant or Subscriber shall be entitled to lease one keypad from Supra systems or such other electronic keybox system as RMLS supplies, allowing access to the Lockbox system.

15.2 Each of Participant's affiliated Subscribers who pays a service fee to RMLS will be issued a keypad upon completion of a lease agreement, a separate document from the Rules and Regulations. A photo identification may be required. Use must be in accordance with the Lease Agreement and these Rules and Regulations.

15.3 Each keypad recipient will be assigned a "PIN" code by RMLS at the time of issuance of each keypad. The keypad recipient will ensure that the "PIN" code is protected and kept secure and confidential at all times. The attachment, display or availability of the Keypad recipient's "PIN" code on or near the keypad shall result in a fine in accordance with the Compliance Guidelines.

15.4 No keypad shall be used nor shall any keypad be loaned to any person for purposes of entering any property on a lockbox other than the authorized and recorded keypad recipient. Violation of this provision shall subject the individual(s) involved to a fine in accordance with the Compliance Guidelines.

15.5 The keypads are the property of Supra Systems or such other electronic keybox system as RMLS supplies and shall be promptly returned by keypad recipient upon immediate termination of their participation in RMLS or their desire to discontinue their lease. Keypads not returned will incur fees as stated in the lease agreement.

15.6 The lockbox system is being operated as a service to the Participants and Subscribers and is not required to be used. It will remain available to all Participants and Subscribers who are in good standing with RMLS.

15.7 No keypad recipient, including members of non-Shareholder multiple listing services, may enter any property without notification to, and express approval of, the listing Participant unless the published RMLS Compilation database indicates otherwise. Fines may be imposed for violation of this Rule.

15.8 To ensure the integrity of the lockbox system, a damaged, lost or stolen keypad is the responsibility of the keypad recipient in accordance with their lease agreement and must be reported immediately to RMLS. Replacement of a keypad will be at the keypad recipient's expense based on the replacement cost in the lease agreement plus any applicable sales tax.

15.9 RMLS does not warrant or retain any liability for lockboxes placed on properties. All liability for all lockbox issues are a matter between the property owner and Participant.

15.10 Any lockbox transferred to another RMLS Participant or Subscriber shall be immediately reported to RMLS in order to update the computer records for authorization of access to shackles codes. Said transfer shall be complete upon written authorization of the Participant or Subscriber and notification to RMLS.

15.11 Once a listing agreement has been fulfilled, expired or withdrawn, the listing firm shall have seventy-two (72) hours to remove the lockbox from the subject property. If RMLS receives a request for removal of a lockbox by the selling agent or homeowner, RMLS will notify the Participant listing firm and if not removed by the listing firm within twenty-four (24) hours, RMLS will remove the lockbox from the subject property. . A fee will be incurred by the Participant or Subscriber for removal of the lockbox.

15.12 Fraudulent requests for PIN/Shackle codes are subject to a fine. To ensure the integrity and security of the lockbox system, requests for PIN/Shackle codes must be submitted in writing. RMLS reserves the right to decline the release of requested code until identification can be proven.

## SECTION 16: ORIENTATION AND TRAINING

16.1 Any applicant for participation in RMLS and any Licensee (including licensed or certified appraisers) or Authorized User affiliated with an RMLS Participant who has access to and use of RMLS generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the RMLS operations and computer training related to RMLS information entry and retrieval within thirty (30) days after access has been provided.

Each Participant, Subscriber and Authorized User will have the opportunity to attend, on a regular basis, classes that RMLS offers on the training of the RMLS programs and Services. Participants, Subscribers and Authorized Users may be required, at the discretion of RMLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by RMLS to familiarize Participants, Subscribers and Authorized Users with system changes or enhancement and/or changes to RMLS Rules or policies. Participants, Subscribers and Authorized Users may be given the opportunity to complete any mandated additional training remotely.

16.2 Some training classes will be offered at no cost to RMLS Participants, Subscribers and Authorized Users provided they have registered with RMLS for said training classes. In the event a reservation is made and the registrant does not attend without canceling their reservation twenty-four (24) hours in advance of the class, a no-show fee will be posted to the individuals' account. In the event a reservation is not made and the Participant, Subscriber or Authorized User shows up intending to attend the class, and there is room for a "walk-in" a no-registration fee will be posted to the individual's account.

## SECTION 17: PHOTOGRAPH OR IMAGES

### 17.1 Images of Listed Properties

RMLS does not make any warranty of any kind to RMLS Participants, Subscribers, or to the clients or customers of its Participants or Subscribers, concerning the accuracy or completeness of any particular image entered into the RMLS Compilation, nor does RMLS assume the duty to verify the accuracy of the image associated with any particular listing.

## SECTION 18: AMENDMENTS TO THE RULES AND REGULATIONS

18.1 From time to time the Board of Directors will amend these Rules. After amendment, RMLS will, by newsletter and such other means as RMLS deems appropriate, notify the Participants, Subscribers and Authorized Users of such amendments and such notification will constitute implementation and effectiveness of such amendments to the Rules.

The effective date of all Rule Amendments shall be the date they are first published to Participants, Subscribers and Authorized Users.