

# CAPITAL AREA TECHNOLOGY & REALTOR® SERVICES, INC. (CATRS)

A wholly-owned subsidiary of the Tallahassee Board of REALTORS®, Inc. (TBR)

## Multiple Listing Service Rules and Regulations

### Table of Contents

Section	Page #
<a href="#">Section 1 Listing Procedures</a>	2
<a href="#">Section 2 Selling Procedures</a>	6
<a href="#">Section 3 Prohibitions</a>	8
<a href="#">Section 4 Division of Commissions</a>	9
<a href="#">Section 5 Service Charges</a>	11
<a href="#">Section 6 Compliance with Rules</a>	11
<a href="#">Section 7 Meetings</a>	13
<a href="#">Section 8 Enforcement of Rules or Disputes</a>	13
<a href="#">Section 9 Confidentiality of MLS Information</a>	13
<a href="#">Section 10 Ownership of MLS Compilation</a>	14
<a href="#">Section 11 MLS Compilation Copyright</a>	14
<a href="#">Section 12 Use of MLS Information</a>	16
<a href="#">Section 13 Changes in Rules and Regulations</a>	16
<a href="#">Section 14 Arbitration of Disputes</a>	16
<a href="#">Section 15 Standards of Conduct for MLS Participants</a>	17
<a href="#">Section 16 Orientation</a>	20
<a href="#">Section 17 Internet Data Exchange (IDX)</a>	21
<a href="#">Section 18 Virtual Office Websites (VOWs)</a>	25
<a href="#">Section 19 Lockbox Entry System</a>	30

# 1 Listing Procedures

[Top](#)

## 3 Section 1 Listing Procedures

4 Listings of real or personal property of the following types, which are listed subject to a real estate broker's  
5 license, and are taken by participants on Exclusive Right of Sale or Exclusive Agency listing agreements  
6 shall be delivered to the multiple listing service within 24 hours after all necessary signatures of seller(s)  
7 have been obtained or the agreed to in writing between the Listing Broker and the Seller.

8  
9 **Note 1:** The multiple listing service shall not require a participant to submit listings on a form other than the  
10 form the participant individually chooses to utilize provided the listing is of a type accepted by the  
11 service, although a property data form may be required as approved by the multiple listing service.  
12 However, the multiple listing service, through its legal counsel:

- 13 • Reserves the right to refuse to accept a listing form which fails to adequately protect the  
14 interests of the public and the participants
- 15 • Assures that no listing form filed with the multiple listing service establishes, directly or  
16 indirectly, any contractual relationship between the multiple listing service and the client  
17 (buyer or seller)

18  
19 The listing agreement must include the seller's written authorization to submit the agreement to the  
20 multiple listing service.

21  
22 **Note 2:** A multiple listing service does not regulate the type of listings its members may take. This does not  
23 mean that a multiple listing service must accept every type of listing. The multiple listing service shall  
24 decline to accept open listings (except where acceptance is required by law) and net listings, and it  
25 may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of  
26 listings it will accept, it shall leave its members free to accept such listings to be handled outside the  
27 multiple listing service.

28  
29 **Note 3:** CATRS multiple listing service accepts exclusively listed property that is subject to auction. Such  
30 listings have the same requirements as other listings in any given Class, including the listing price.

### 32 Section 1.01 Clear Cooperation

33 Within one (1) business day of marketing a property to the public, the listing broker must submit the  
34 listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not  
35 limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites,  
36 brokerage website displays (including IDX and VOW), digital communications marketing (email  
37 blasts), multi-brokerage listing sharing networks, and applications available to the general public.  
38 This policy applies to the Residential property class only. (*Adopted 3/30/2020*)

39  
40 **Note:** Exclusive listing information for required property types must be filed and distributed to other  
41 MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings  
42 filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model  
43 MLS rules, and any other situation where the listing broker is publicly marketing an exclusive  
44 listing that is required to be filed with the service and is not currently available to other MLS  
45 Participants.

48 **Section 1.1 Classes of Properties**

49 Following are the classes of properties that may be published through the service. Any listing submitted is  
50 entered into within the scope of the participant's licensure as a real estate broker:

- 51 • Residential (Single Family detached, Condos, Townhomes and Mobile homes as part of real  
52 property)
- 53 • Multifamily (Apartments, and duplexes)
- 54 • Commercial, Professional, Industrial and Businesses
- 55 • Lots & Land
- 56 • Residential Rentals

57

58 **Section 1.1.1 Listing Subject to Rules and Regulations of the Service**

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

61

62 **Section 1.2 Detail on Listings Filed with the Service**

63 A listing agreement or property data form, when filed with the multiple listing service by the listing broker,  
64 shall be complete in every detail which is ascertainable as specified on the property data form.

65

66 **Section 1.2.1 Limited Service Listings**

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

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

75 will be identified by selecting Limited Service option in the Listing Type field in MLS compilations so  
76 potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the  
77 seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to  
78 listing brokers' clients, prior to initiating efforts to show or sell the property.

79

80 **Section 1.2.2 MLS Entry-only Listings**

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

- 82 a. arrange appointments for cooperating brokers to show listed property to potential purchasers but  
83 instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- 84 b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead  
85 gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- 86 c. advise the seller(s) as to the merits of offers to purchase
- 87 d. assist the seller(s) in developing, communicating, or presenting counter-offers
- 88 e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property will be  
89 identified with an appropriate code (ERS MLS Entry Only) in the Listing Type Feature Field in MLS  
90 compilations so potential cooperating brokers will be aware of the extent of the services the listing  
91 broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide  
92 some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the  
93 property.

94

95 **Section 1.3 Change of Status of Listing**  
96 Any change in listed price or other change in the original listing agreement shall be made only when  
97 authorized in writing by the seller and shall be filed with the service within twenty-four (24) hours after the  
98 authorized change is received by the listing broker.  
99

100 **Section 1.4 Withdrawal of Listing Prior to Expiration**  
101 Listings of property may be withdrawn from the multiple listing service by the listing broker before the  
102 expiration date of the listing agreement, provided notice is filed with the service, including a copy of the  
103 agreement between the seller and the listing broker which authorizes the withdrawal.  
104  
105 Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's  
106 concurrence. However, when a seller(s) can document that his exclusive relationship with the listing  
107 broker has been terminated, the multiple listing service may remove the listing at the request of the seller.  
108

109 **Section 1.5 Contingencies Applicable to Listings**  
110 Any contingency or conditions of any term in a listing shall be specified and noticed to the participants. The  
111 listing status shall be changed to CONTINGENT and contingencies shall be noted in the Confidential  
112 Remarks field on the first line.  
113

114 **Section 1.6 Listing Price Specified**  
115 The full gross listing price stated in the listing contract will be included in the information published in the  
116 MLS compilation of current listings.  
117

118 **Section 1.7 Listing Multiple Unit Properties**  
119 All properties which are to be sold or which may be sold separately must be indicated individually in the  
120 listing and on the property data form. When part of a listed property has been sold, proper notification should  
121 be given to the multiple listing service.  
122

123 **Section 1.8 No Control of Commission Rates or Fees Charged to Participants**  
124 The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees  
125 for services to be rendered by participants. Further, the multiple listing service shall not fix, control,  
126 recommend, suggest, or maintain the division of commissions or fees between cooperating participants or  
127 between participants and nonparticipants.  
128

129 **Section 1.9 Expiration of Listings**  
130 Listings filed with the multiple listing service will automatically be removed from the compilation of current  
131 listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice  
132 that the listing has been extended or renewed.  
133 If notice of renewal or extension is received after the listing has been removed from the compilation of  
134 current listings, the extension or renewal will be published in the same manner as a new listing. Extensions  
135 and renewals of listings must be signed by the seller(s) and filed with the service.  
136

137 **Section 1.10 Termination Date on Listings**  
138 Listings filed with the service shall bear a definite and final termination date, as negotiated between the  
139 listing broker and the seller.  
140

141 **Section 1.11 Service Area**

142 Only listings of the designated types of property located within the service area of the MLS are required to  
143 be submitted to the service. Listings of property located outside the MLS's service area will be accepted if  
144 submitted voluntarily by a participant, but cannot be required by the service. *(Amended 12/18)*

145

146 **1.12 Listing of Suspended Participants**

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

159

160 **Section 1.13 Listing of Expelled Participants**

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

173

174 **Section 1.14 Listing of Resigned Participants**

175 When a participant resigns from the MLS, the MLS is not obligated to provide services, including continued  
176 inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to  
177 any removal of a resigned participant's listings from the MLS, the resigned participant should be advised, in  
178 writing, of the intended removal so that the resigned participant may advise his clients.

179

180 **Section 1.15 Transfer of Listings**

181 Listings cannot be transferred within the MLS from one Participant to another Participant without the signed  
182 consent of the listing broker.

183

184 **Section 1.16. CO-EXCLUSIVE LISTINGS**

185 Any co-exclusive right of sale listing shall be submitted to the MLS on one listing contract with the agency  
186 clearly identified. The listing contract must include a clear indication regarding which of the "co-exclusive"  
187 agents controls the terms of the offer of cooperation and compensation or is empowered to make  
188 modifications to such offers. If each "co-exclusive" agent is empowered to make such changes independent

189 of the other, it must be indicated with specificity.

190

### 191 **Section 1.17. PHOTO REQUIREMENT**

192 At least one photograph of the property is required for ALL classes of listings, with the exception of Lots  
193 and Land; a front elevation or sketch may be substituted for proposed or under construction. Participants and  
194 subscribers must input a photo(s) in the MLS in order for the listing to become Active. The photo must be  
195 the exterior, front of the building (Brands and personal images are prohibited). If CATRS MLS discovers  
196 that the photo or rendering is inaccurate the MLS will send notice to the listing agent to correct the listing  
197 within 48 hours with an accurate photo or his/her service will be suspended and there will be a fine of \$100  
198 per inaccurate listing imposed. If an agent is suspended, his/her broker must input the accurate photo and the  
199 fine(s) must be paid prior to the service being reinstated. If the offending member is a broker, he/she must  
200 submit an accurate digital photo to the MLS and the fine(s) must be paid. (Adopted 2/13/2004, revised  
201 4/2006, 5/2008, 4/2013, 4/2016)

202

203 Exception to the Photo Requirement: A photograph will not be required if Sellers expressly direct in writing  
204 that photographs or other graphic representations of the property be withheld from the MLS compilation.  
205 Such directions from the Seller must be filed with the MLS.

206

### 207 **1.18. MULTIPLE ENTRIES OF PROPERTY**

208 Multiple listings for the same property (parcel ID), may only be entered for search purposes to identify  
209 differing numbers of bedrooms, within the same class. Example: listing 1234 Main Street as a 3 bedroom,  
210 with an office (MLS # 123456) and listed as a 4 bedroom (MLS# 123457) or if the property could be used as  
211 an office, it could be entered in the Commercial Class (MLS# 123458) as well.

212

213 If a property is entered multiple times within the same class (e.g. Residential, Lots & Lands, Multi-family,  
214 Rental or Commercial), no other field may differ except “# of bedrooms,” other differences in property  
215 information would constitute an improper entry and be subject to a fine.

216

### 217 **1.19. CONTACT INFORMATION IN PUBLIC FIELDS**

218 Public Fields are for information on the property. No contact information is allowed in non-confidential  
219 fields (fields designed for agents to transmit to clients/customers). Contact information includes but is not  
220 limited to: QR Codes, Phone Numbers, URLs, Branded Virtual Tours, Hyperlinks, and any words that  
221 solicits contact (e.g. Call, Reach, Text, etc.). (Adopted 1/25/2016; Revised 10/21/2021)

222

### 223 **1.20. NEW CONSTRUCTION FEATURE CODE**

224 In order to identify a listing as New Construction in the MLS features section, a permit must be pulled and  
225 construction or clearing must have commenced, i.e. dirt must be turned. (Adopted 1/25/2016)

226

### 227 **1.21. Auditing Listing Agreements**

228 In order to ensure accuracy of MLS listings, the CATRS MLS may request a copy of the listing agreement  
229 between the Seller and the broker. The broker shall deliver the listing agreement and all subsequent written  
230 agreements to the MLS within 1 business day of the request. The MLS may randomly audit brokers' listings  
231 or request based on a complaint to the MLS. (January 2019)

232

### 233 **Selling Procedures**

234

[Top](#)

235 **Section 2 Showings and Negotiations**

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

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

243  
244 **Section 2.1 Presentation of Offers**

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

247  
248 **Section 2.2 Submission of Written Offers**

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

253  
254 Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers  
255 until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question  
256 about whether a pre-existing contract has been terminated.

257  
258 **Section 2.3 Right of Cooperating Broker in Presentation of Offer**

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

266  
267 **Section 2.4 Right of Listing Broker in Presentation of Counter-offer**

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

274  
275 **Section 2.5 Reporting Sales to the Service**

276 Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing  
277 broker within 24 hours after they have occurred. If negotiations were carried on under Section 2 a. or b.  
278 hereof, the cooperating broker shall report accepted offers to the listing broker within 24 hours after  
279 occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from  
280 the cooperating broker.

281 **Note:** The listing agreement of a property filed with the MLS by the listing broker should include a provision  
282 expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide  
283 timely notice of status changes of the listing to the MLS; and to provide sales information including

284 selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales  
285 information prior to final closing (settlement) of a sales transaction, the listing agreement should also  
286 include a provision expressly granting the listing broker the right to authorize dissemination of this  
287 information by the MLS to its participants.  
288

### 289 **Section 2.6 Reporting Resolution of Contingencies**

290 The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency  
291 on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.  
292

### 293 **Section 2.7 Advertising of Listings Filed with the Service**

294 A listing shall not be advertised by any participant other than the listing broker without the prior consent of  
295 the listing broker.  
296

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

298 The listing broker shall report immediately to the multiple listing service the cancellation of any pending  
299 sale, and the listing shall be reinstated immediately.  
300

### 301 **Section 2.9 Disclosing the Existence of Offers**

302 Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval,  
303 disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also  
304 disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm,  
305 or by a cooperating broker.  
306

### 307 **Section 2.10 Availability of Listed Property**

308 Listing brokers shall not misrepresent the availability of access to show or inspect listed property.  
309

## 310 **Prohibitions**

[Top](#)

### 312 **Section 3 Information for Participants Only**

313 Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS  
314 without the prior consent of the listing broker.  
315

#### 316 **Section 3.1 For Sale Signs**

317 Only the for sale sign of the listing broker may be placed on a property.  
318

#### 319 **Section 3.2 Sold Signs**

320 Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker  
321 authorizes the cooperating (selling) broker to post such a sign.  
322

#### 323 **Section 3.3 Solicitation of Listing Filed with the Service**

324 Participants shall not solicit a listing on property filed with the service unless such solicitation is consistent  
325 with Article 16 of the REALTORS<sup>®</sup> Code of Ethics, its Standards of Practice, and its Case Interpretations.  
326

327 **Note:** This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and  
328 particularly Standard of Practice 16-4. This section is intended to encourage sellers to permit their  
329 properties to be filed with the service by protecting them from being solicited, prior to expiration of the  
330 listing, by brokers and salespersons seeking the listing upon its expiration.  
331



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

335  
336 This section is also intended to encourage brokers to participate in the service by assuring them that  
337 other participants will not attempt to persuade the seller to breach the listing agreement or to interfere  
338 with their attempts to market the property. Absent the protection afforded by this section, listing brokers  
339 would be most reluctant to generally disclose the identity of the seller or the availability of the property  
340 to other brokers.

341  
342 This section does not preclude solicitation of listings under the circumstances otherwise recognized by  
343 the Standards of Practice related to Article 16 of the Code of Ethics.

### 344 345 **Section 3.4 Use of the Terms MLS and Multiple Listing Service**

346 No MLS participant, subscriber, or licensee affiliated with any participant shall, through the name of their  
347 firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or  
348 imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and  
349 licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have  
350 direct access to MLS databases, or that consumers or others are able to search MLS databases available only  
351 to participants and subscribers. This does not prohibit participants and subscribers from representing that  
352 any information they are authorized under MLS rules to provide to clients or customers is available on their  
353 websites or otherwise.

### 354 355 **Division of Commissions**

[Top](#)

### 356 357 **Section 4 Compensation Specified on Each Listing**

358 The listing broker shall specify, on each listing filed with the multiple listing service, the compensation  
359 offered to other multiple listing service participants for their services in the sale of such listing. Such offers  
360 are unconditional except that entitlement to compensation is determined by the cooperating broker's  
361 performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing  
362 broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may  
363 be excused if it is determined through arbitration that, through no fault of the listing broker and in the  
364 exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to  
365 collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative  
366 compensation offered through MLS would be a question to be determined by an arbitration hearing panel  
367 based on all relevant facts and circumstances including, but not limited to, why it was impossible or  
368 financially unfeasible for the listing broker to collect some or all of the commission established in the listing  
369 agreement; at what point in the transaction did the listing broker know (or should have known) that some or  
370 all of the commission established in the listing agreement might not be paid; and how promptly had the  
371 listing broker communicated to cooperating brokers that the commission established in the listing agreement  
372 might not be paid.

373  
374 In filing a property with the multiple listing service of an association of REALTORS<sup>®</sup>, the participant of the  
375 service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore  
376 specify on each listing filed with the service, the compensation being offered to the other MLS participants.  
377 Specifying the compensation on each listing is necessary, because the cooperating broker has the right to  
378 know what his compensation shall be prior to his endeavor to sell.\*

379 The listing broker retains the right to determine the amount of compensation offered to other participants  
380 (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be  
381 the same or different.

382

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

- 389 1. by showing a percentage of the gross selling price
- 390 2. by showing a definite dollar amount

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

397

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

403 **Note 2:** The listing broker may, from time to time, adjust the compensation offered to other multiple listing  
404 service participants for their services with respect to any listing by advance published notice to the  
405 service so that all participants will be advised.

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

408 **Note 4:** The CATRS Multiple listing services permits listing brokers to communicate to potential  
409 cooperating brokers that gross commissions established in listing contracts are subject to court  
410 approval, and that compensation payable to cooperating brokers may be reduced if the gross  
411 commission established in the listing contract is reduced by a court. In such instances, the fact that the  
412 gross commission is subject to court approval and either the potential reduction in compensation  
413 payable to cooperating brokers or the method by which the potential reduction in compensation will  
414 be calculated must be clearly communicated to potential cooperating brokers prior to the time they  
415 submit an offer that ultimately results in a successful transaction.

416

417 **Note 5:** Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter  
418 of mutual agreement, from modifying the cooperative compensation to be paid in the event of a  
419 successful transaction.

420 **Note 6:** Multiple listing services must give participants the ability to disclose to other participants any  
421 potential for a short sale. As used in these rules, short sales are defined as a transaction where title  
422 transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where  
423 the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing  
424 services may, as a matter of local discretion, require participants to disclose potential short sales  
425 when participants know a transaction is a potential short sale. In any instance where a participant  
426 discloses a potential short sale, they must also be permitted to communicate to other participants  
427 how any reduction in the gross commission established in the listing contract required by the lender

428 as a condition of approving the sale will be apportioned between listing and cooperating participants.  
429 All confidential disclosures and confidential information related to short sales must be  
430 communicated through dedicated fields or confidential “remarks” available only to participants and  
431 subscribers , including indicating in the Sale Type feature that the listing is “Short Sale Potential.”  
432

#### 433 **Section 4.0.1 Disclosing Potential Short Sales**

434 Participants must disclose potential short sales when reasonably known to the listing participants. When  
435 disclosed, participants may, at their discretion, advise other participants whether and how any reduction in  
436 the gross commission established in the listing agreement, required by the lender as a condition of approving  
437 the sale, will be apportioned between listing and cooperating participants.  
438

#### 439 **Section 4.1 Participant as Principal**

440 If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any  
441 ownership interest in a property, the listing of which is to be disseminated through the multiple listing  
442 service, that person shall disclose that interest when the listing is filed with the multiple listing service and  
443 such information shall be disseminated to all multiple listing service participants.  
444

#### 445 **Section 4.2 Participant as Purchaser**

446 If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant  
447 wishes to acquire an interest in property listed with another participant, such contemplated interest shall be  
448 disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the  
449 listing broker.  
450

#### 451 **Section 4.3 Variable Rate Commission Arrangements**

452 The existence of a variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay  
453 a specified commission if the property is sold/leased by the listing broker without assistance and a different  
454 commission if the sale/lease results through the efforts of a cooperating broker) shall be disclosed by the  
455 listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to  
456 inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative  
457 transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the  
458 cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such  
459 information to their client before the client makes an offer to purchase or lease.  
460

#### 461 **Service Charges**

[Top](#)

#### 463 **Section 5 Service Fees and Charges**

464 The following service charges for operation of the multiple listing service are in effect to defray the costs of  
465 the service and are subject to change from time to time in the manner prescribed:  
466

467 **Initial Participation Fee:** An applicant for participation in the service shall pay an application fee as  
468 determined from time to time by the CATRS board of directors, with such fee to accompany the application.

469 **Recurring Participation Fee:** The monthly participation fee of each participant shall be an amount equal as  
470 determined from time to time by the CATRS board of directors times each salesperson and licensed or  
471 certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or  
472 licensed or certified appraiser who is employed by or affiliated as an independent contractor with such  
473 participant. Payment of such fees shall be made on or before the first day of the month for which service is  
474 granted.  
475

476 Note: Subscription requirements will be waived where licensee or licensed or certified appraiser can  
477 demonstrate subscription to a different MLS where the principal broker participates. The participant (broker)  
478 will be required to sign a certificate for nonuse of the MLS by their licensees. *(Adopted 12/18)*  
479

## 480 **Compliance with Rules**

[Top](#)

### 482 **Section 6 Compliance with Rules—Authority to Impose Discipline**

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

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

498 **Note:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a  
499 form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the  
500 discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent  
501 finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of  
502 Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation  
503 during the probationary period, both the probationary status and the suspended discipline are considered  
504 fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline  
505 are held in abeyance during the probationary period does not bar imposition of other forms of discipline  
506 which will not be held in abeyance. *(Revised 12/18)*  
507

### 508 **Section 6.1 Compliance with Rules**

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

- 510 a. for failure to pay any service charge or fee within one (1) month of the date due, and provided that at  
511 least ten (10) days' notice has been given, the service shall be suspended until service charges or fees  
512 are paid in full
- 513 b. for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply
- 514 c. for failure to accurately complete all input fields, subscribers and participants will be noticed and  
515 required to correct or show cause as to why their input is correct within three days of initial input or  
516 when an error is noticed. Participants and subscribers will be noticed via electronic means each day  
517 up to and including day three and if not corrected or otherwise satisfied with the MLS will be fined  
518 \$100 and temporarily suspended from the multiple listing service until the fine is paid. Fines are  
519 levied against the subscriber (listing agent); however, the Participant is ultimately responsible for the  
520 payment of such fines. Status changes are of such importance to the accuracy of the MLS that both  
521 the Participant and the subscriber shall be fined for a violation of section 2.5 of these rules.

522  
523 Once fine is paid and error is corrected, the subscriber or participant will receive a refund of their fine

524 by completing two training classes within four months of the violation. Upon request, the Fine  
525 Forgiveness Form will be provided to the offending subscriber to initiate the fine refund.  
526

## 527 **Section 6.2 Applicability of Rules to Users and/or Subscribers**

528 Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information  
529 published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof  
530 based on their signed acknowledgment upon subscribing to the MLS. Further, failure of any user or  
531 subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant  
532 to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and  
533 accountability for all users or subscribers affiliated with the participant.  
534

## 535 **Meetings**

[Top](#)

### 537 **Section 7 Meetings**

538 The meetings of the participants in the service or the board of directors of the multiple listing service for the  
539 transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of  
540 the service.  
541

## 542 **Enforcement of Rules or Disputes**

[Top](#)

### 544 **Section 8 Considerations of Alleged Violations**

545 The board of directors shall give consideration to all written complaints having to do with violations of the  
546 rules and regulations.  
547

#### 548 **Section 8.1 Violations of Rules and Regulations**

549 If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge  
550 of alleged violation of one or more of the provisions of **Section 16** of the rules and regulations or a request  
551 for arbitration, it may be administratively considered and determined by the MLS committee and if a  
552 violation is determined, the MLS committee may direct the imposition of sanction provided that the recipient  
553 of such sanction may request a hearing by the professional standards committee of the association in  
554 accordance with the bylaws of the association of REALTORS®.  
555

556 If, rather than conducting an administrative review, the MLS committee has a procedure established to  
557 conduct hearings, the decision of the hearing tribunal may be appealed to the board of directors of the  
558 association of REALTORS®. Alleged violations of unethical conduct shall be referred to the professional  
559 standards committee of the Tallahassee Board of REALTORS® for processing in accordance with the  
560 professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge  
561 will be referred directly to the board of directors of the Tallahassee Board of REALTORS®.  
562

#### 563 **Section 8.2 Complaints of Unethical Conduct**

564 All other complaints of unethical conduct shall be referred by the board of directors of the service to the  
565 association of REALTORS® for appropriate action in accordance with the professional standards procedures  
566 established in the association's bylaws.  
567

## 568 **Confidentiality of MLS Information**

[Top](#)

### 570 **Section 9 Confidentiality of MLS Information**

571 Any information provided by the multiple listing service to the participants shall be considered official  
572 information of the service. Such information shall be considered confidential and exclusively for the use of

573 participants and real estate licensees affiliated with such participants and those participants who are licensed  
574 or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed  
575 or certified appraisers affiliated with such participants.  
576

577 **Section 9.1 MLS Responsibility for Accuracy of Information**

578 The information published and disseminated by the service is communicated verbatim, without change by  
579 the service, as filed with the service by the participant. The service does not verify such information provided  
580 and disclaims any responsibility for its accuracy. Each participant agrees to hold the service harmless against  
581 any liability arising from any inaccuracy or inadequacy of the information such participant provides.  
582

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

[Top](#)

584  
585 **Section 10**

586 By the act of submitting any property listing content to the MLS the participant represents that he has been  
587 authorized to grant and also thereby does grant authority for the MLS to include the property listing content  
588 in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content  
589 includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours,  
590 drawings, descriptions, remarks, narratives, pricing information, and other details or information related to  
591 listed property.  
592

593 **Section 10.1**

594 All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the  
595 Tallahassee Board of REALTORS® and in the copyrights therein, shall at all times remain vested in the  
596 Tallahassee Board of REALTORS®.  
597

598 \*The term MLS compilation, as used in Sections 11 and 12 herein, shall be construed to include any format  
599 in which property listing data is collected and disseminated to the participants, including but not limited to  
600 bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.  
601

602 **Use of Copyrighted MLS Compilation**

[Top](#)

603  
604 **Section 11 Distribution**

605 Participants shall, at all times, maintain control over and responsibility for each copy of any MLS  
606 compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to  
607 persons other than subscribers who are affiliated with such participant as licensees, those individuals who are  
608 licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and  
609 any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information  
610 developed by or published by an association multiple listing service is strictly limited to the activities  
611 authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further,  
612 none of the foregoing is intended to convey participation or membership or any right of access to information  
613 developed or published by an association multiple listing service where access to such information is  
614 prohibited by law.  
615

616 Only non-confidential fields may be given, in any medium, to the consumer or other non-participant of the  
617 CATRS MLS. A list of confidential fields can be found at [www.TBRnet.org](http://www.TBRnet.org) or by contacting the CATRS  
618 Technology Support Desk.  
619

620 **Section 11.1 Display**

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

624  
625 **Section 11.2 Reproduction**

626 Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof,  
627 except in the following limited circumstances:

628  
629 Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to  
630 prospective purchasers a reasonable\*\* number of single copies of property listing data contained in the MLS  
631 compilation which relate to any properties in which the prospective purchasers are or may, in the judgment  
632 of the participant or their affiliated licensees, be interested.

633  
634 \*This section should not be construed to require the participant to lease a copy of the MLS compilation for  
635 any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in  
636 a specialty of the real estate business other than listing, selling, or appraising the types of properties which  
637 are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS  
638 information or MLS facility of the association

639  
640 \*\*It is intended that the participant be permitted to provide prospective purchasers with listing data relating  
641 to properties which the prospective purchaser has a bona fide interest in purchasing or in which the  
642 participant is seeking to promote interest. The term reasonable, as used herein, should therefore be  
643 construed to permit only limited reproduction of property listing data intended to facilitate the prospective  
644 purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered  
645 in deciding whether the reproductions made are consistent with this intent and thus reasonable in number,  
646 shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the  
647 types of properties contained in such listings accord with the prospective purchaser's expressed desires and  
648 ability to purchase, whether the reproductions were made on a selective basis, and whether the type of  
649 properties contained in the property listing data is consistent with a normal itinerary of properties which  
650 would be shown to the prospective purchaser.

651  
652 Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing  
653 data of properties other than that in which the prospective purchaser has expressed interest, or in which the  
654 participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

655  
656 Nothing contained herein shall be construed to preclude any participant from utilizing, displaying,  
657 distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to  
658 properties currently listed for sale with the participant.

659  
660 Any MLS information, whether provided in written or printed form, provided electronically, or provided in  
661 any other form or format, is provided for the exclusive use of the participant and those licensees affiliated  
662 with the participant who are authorized to have access to such information. Such information may not be  
663 transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

664  
665 None of the foregoing shall be construed to prevent any individual legitimately in possession of current  
666 listing information, sold information, comparables, or statistical information from utilizing such information  
667 to support an estimate of value on a particular property for a particular client. However, only such  
668 information that an association or association-owned multiple listing service has deemed to be

669 nonconfidential and necessary to support the estimate of value may be reproduced and attached to the report  
670 as supporting documentation. Any other use of such information is unauthorized and prohibited by these  
671 rules and regulations.

672  
673 **Section 11.3 Transition of listings to Data Aggregators**

674 The MLS transmits a portion of the MLS database to third-party aggregators to display listing information.  
675 All exclusive listings, regardless of type, will be included in data feed (unless the participant withholds  
676 consent for such transmission). Except, the CATRS MLS will exclude from such data feed any listing where  
677 both of the following conditions are present:

- 678 a. the listed property's street address or a graphic display of the property's specific location will be  
679 displayed to the public; and
- 680 b. the seller displays on the property a "for sale by owner" sign or other sign or notice indicating  
681 that the seller is soliciting direct contact from the buyers. (adopted 8/2011)

682  
683 **Use of MLS Information**

684 [Top](#)  
685 **Section 12 Limitations on Use of MLS Information**

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

692  
693 However, any print or non-print forms of advertising or other forms of public representations based in whole  
694 or in part on information supplied by the association or its MLS must clearly demonstrate the period of time  
695 over which such claims are based and must include the following, or substantially similar, notice:

696  
697 

Based on information from the Capital Area Technology & REALTORS® Services MLS for the period  
698 *(date)* through *(date)*.

699  
700 **Changes in Rules and Regulations**

701 [Top](#)  
702 **Section 13 Changes in Rules and Regulations**

703 Amendments to the rules and regulations of the service shall be by consideration and approval of the board  
704 of directors of the multiple listing service, subject to final approval by the board of directors of the  
705 Tallahassee Board of REALTORS® (shareholder).

706  
707 **Arbitration of Disputes\***

708 [Top](#)  
709 **Section 14 Arbitration of Disputes**

710 By becoming and remaining a participant, each participant agrees to arbitrate disputes involving contractual  
711 issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4  
712 of the Code of Ethics with MLS participants in different firms arising out of their relationships as MLS  
713 participants, subject to the following qualifications.

- 714 a. If all disputants are members of the same association of REALTORS® or have their principal place of  
715 business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures  
716 of that association of REALTORS®.



717 b. If the disputants are members of different associations of REALTORS® or if their principal place of business  
718 is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to  
719 arbitrate in accordance with the procedures of the Florida Association of REALTORS®.  
720

721 **Interboard Arbitration Procedures:** Arbitration shall be conducted in accordance with any existing  
722 interboard agreement or, alternatively, in accordance with the interboard arbitration procedures in the Code  
723 of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall  
724 preclude participants from agreeing to arbitrate the dispute before a particular association of REALTORS®.  
725  
726

727 **Standards of Conduct for MLS Participants\*\***

[Top](#)

728  
729 **Standard 15.1**

730 MLS participants shall not engage in any practice or take any action inconsistent with exclusive  
731 representation or exclusive brokerage relationship agreements that other MLS participants have with clients.

732 **Section 15.2**

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

735 **Section 15.3**

736 MLS participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend  
737 a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing  
738 broker.

739 **Section 15.4**

740 MLS participants shall not solicit a listing currently listed exclusively with another broker. However, if the  
741 listing broker, when asked by the MLS participant, refuses to disclose the expiration date and nature of such  
742 listing (i.e., an exclusive right-to-sell, an exclusive agency, open listing, or other form of contractual  
743 agreement between the listing broker and the client) the MLS participant may contact the owner to secure  
744 such information and may discuss the terms upon which the MLS participant might take a future listing or,  
745 alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

746  
747 \*Only adopt the following standards of conduct if the association's MLS is open to nonmember participants  
748 (otherwise qualified individuals who do not hold REALTOR® membership anywhere). Any of the standards  
749 of conduct, if adopted, may not be modified.

750  
751 \*\*Only adopt the following standards of conduct if the association's MLS is open to nonmember participants  
752 (otherwise qualified individuals who do not hold REALTOR® membership anywhere). Any of the standards  
753 of conduct, if adopted, may not be modified.

754  
755 **Section 15.5**

756 MLS participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive  
757 buyer/tenant agreements. However, if asked by an MLS participant, the broker refuses to disclose the  
758 expiration date of the exclusive buyer/tenant agreement, the MLS participant may contact the buyer/tenant to  
759 secure such information and may discuss the terms upon which the MLS participant might enter into a future  
760 buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon  
761 the expiration of any existing exclusive buyer/tenant agreement.

762  
763 **Section 15.6**

764 MLS participants shall not use information obtained from listing brokers through offers to cooperate made  
765 through multiple listing services or through other offers of cooperation to refer listing brokers' clients to  
766 other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is  
767 authorized by listing brokers.

768  
769 **Section 15.7**

770 The fact that an agreement has been entered into with an MLS participant shall not preclude or inhibit any  
771 other MLS participant from entering into a similar agreement after the expiration of the prior agreement.

772  
773 **Section 15.8**

774 The fact that a prospect has retained an MLS participant as an exclusive representative or exclusive broker in  
775 one or more past transactions does not preclude other MLS participants from seeking such prospect's future  
776 business.

777

778 **Section 15.9**

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

782

783 **Section 15.10**

784 When MLS participants are contacted by the client of another MLS participant regarding the creation of an  
785 exclusive relationship to provide the same type of service, and MLS participants have not directly or  
786 indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future  
787 agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any  
788 existing exclusive agreement.

789

790 **Section 15.11**

791 In cooperative transactions, MLS participants shall compensate cooperating MLS participants (principal  
792 brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees  
793 employed by or affiliated with other MLS participants without the prior express knowledge and consent of  
794 the cooperating broker.

795

796 **Section 15.12**

797 MLS participants are not precluded from making general announcements to prospects describing their  
798 services and the terms of their availability even though some recipients may have entered into agency  
799 agreements or other exclusive relationships with another MLS participant. A general telephone canvass,  
800 general mailing, or distribution addressed to all prospects in a given geographical area or in a given  
801 profession, business, club, or organization, or other classification or group is deemed general for purposes of  
802 this rule.

803

804 The following types of solicitations are prohibited:

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

811

812 **Section 15.13**

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

816

817 **Section 15.14**

818 MLS participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the  
819 seller/landlord's representative or broker at first contact and shall provide written confirmation of that  
820 disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement  
821 or lease.

822

823 **Section 15.15**  
824 On unlisted property, MLS participants acting as buyer/tenant representatives or brokers shall disclose that  
825 relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation  
826 of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.  
827 MLS participants shall make any request for anticipated compensation from the seller/landlord at first  
828 contact.

829  
830 **Section 15.16**  
831 MLS participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers,  
832 shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written  
833 confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease  
834 agreement.

835  
836 **Section 15.17**  
837 MLS participants are not precluded from contacting the client of another broker for the purpose of offering to  
838 provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of  
839 service currently being provided (e.g., property management as opposed to brokerage) or from offering the  
840 same type of service for property not subject to other brokers' exclusive agreements. However, information  
841 received through a multiple listing service or any other offer of cooperation may not be used to target clients  
842 of other MLS participants to whom such offers to provide services may be made.

843  
844 **Section 15.18**  
845 MLS participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of  
846 an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or  
847 buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease  
848 contingent on the listing broker's agreement to modify the offer of compensation.

849  
850 **Section 15.19**  
851 All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive  
852 agreement shall be carried on with the client's representative or broker, and not with the client, except with  
853 the consent of the client's representative or broker or except where such dealings are initiated by the client.  
854  
855 Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects,  
856 MLS participants shall ask prospects whether they are a party to any exclusive representation agreement.  
857 MLS participants shall not knowingly provide substantive services concerning a prospective transaction to  
858 prospects who are parties to exclusive representation agreements, except with the consent of the prospects'  
859 exclusive representatives or at the direction of prospects.

860  
861 **Section 15.20**  
862 Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated,  
863 shall not induce clients of their current firm to cancel exclusive contractual agreements between the client  
864 and that firm. This does not preclude participants from establishing agreements with their associated  
865 licensees governing assignability of exclusive agreements.

866  
867 **Section 15.21**  
868 These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not  
869 prohibit disagreements with other MLS participants involving commission, fees, compensation, or other  
870 forms of payment or expenses.

871

872 **Section 15.22**

873 MLS participants shall not knowingly or recklessly make false or misleading statements about other real  
874 estate professionals, their businesses, or their business practices.

875  
876 **Standard 15.23**

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

879 Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's  
880 state(s) of licensure in a reasonable and readily apparent manner.

881  
882 **Standard 15.24**

883 MLS participants shall present a true picture in their advertising and representations to the public, including  
884 Internet content posted, the URLs and domain names they use, and participants may not:

- 885 1. engage in deceptive or unauthorized framing of real estate brokerage websites;
- 886 2. manipulate (e.g., presenting content developed by others) listing content in any way that produces a  
887 deceptive or misleading result;
- 888 3. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet  
889 traffic, or to otherwise mislead consumers.
- 890 4. present content developed by others without either attribution or without permission, or
- 891 5. to otherwise mislead consumers.

892  
893 **Standard 15.25**

894 It is the responsibility of Participants and subscribers to ensure that CATRS and TBR have their correct and  
895 complete contact information. It is the Participant's or subscriber's responsibility to ensure that any virus  
896 software, spam filters, and internet providers have TBR and CATRS e-mails as "trusted e-mails" and that  
897 any TBR/CATRS e-mails that are delayed or trapped after being sent from TBR will be the  
898 Participant/subscriber's sole responsibility. Not receiving communications from CATRS/TBR will not be  
899 grounds for appeal of fines.

900  
901 **Standard 15.26**

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

907  
908 MLS participants shall not undertake to provide specialized professional services concerning a type of  
909 property or service that is outside their field of competence unless they engage the assistance of one who is  
910 competent on such types of property or service, or unless the facts are fully disclosed to the client. Any  
911 persons engaged to provide such assistance shall be so identified to the client and their contribution to the  
912 assignment should be set forth. (Adopted 11/09)

913  
914 **Orientation**

915  
916 **Section 16 Orientation**

917 Any applicant for MLS Participation and any licensee affiliated with an MLS Participant shall complete an orientation  
918 program of no more than eight (8) classroom hours or equivalent self-study training (remote training), devoted to the  
919 MLS Rules, Regulations, and operations within four (4) months after access has been provided. Failure to satisfy this

[Top](#)

920 requirement shall be considered a violation of the CATRS MLS Rules for which MLS membership shall be suspended  
921 until such time as the training is completed. (Amended 12/18)

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

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[Top](#)

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### **Section 17 IDX Defined**

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

### **Section 17.1 Authorization**

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

### **Section 17.2 Participation**

Participation in IDX is available to all MLS participants who are REALTORS<sup>®</sup> who are engaged in real estate brokerage and who consent to display of their listings by other participants.

#### **Section 17.2.1**

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

#### **Section 17.2.2**

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 11/09)

#### **Section 17.2.2**

Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.

#### **Section 17.2.3**

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

#### **Section 17.2.4**

Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative

967 compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or  
968 the level of service being provided by the listing firm. Selection of listings displayed through IDX must be  
969 independently made by each participant. (Amended 12/18)

970  
971 **Section 17.2.5**

972 Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least  
973 once every three (3) days.

974  
975 **Section 17.2.6**

976 Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX  
977 site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion  
978 of the MLS database available to any person or entity.

979  
980 **Section 17.2.7**

981 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in  
982 a readily visible color and typeface not smaller than the median used in the display of listing data.\*  
983 (Amended 05/17)

984  
985 \* Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200]  
986 characters or less) are exempt from this requirement but only when linked directly to a display that includes  
987 all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently  
988 delivered electronically to the registered consumer performing the property search or linked to through the  
989 devices application.

990  
991 **Section 17.2.8**

992  
993 Any IDX display controlled by a participant or subscriber that

- 994  
995 a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such  
996 comments or reviews in immediate conjunction with particular listings, or  
997  
998 b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in  
999 immediate conjunction with the listing,

1000  
1001 either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the  
1002 seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or  
1003 both of these features disabled or discontinued on all displays controlled by participant. Except for the  
1004 foregoing and subject to Section 17.2.9, a participant’s IDX display may communicate the participant’s  
1005 professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers  
1006 that a particular feature has been disabled at the request of the seller. (Amended 5/12)

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1008

1009 **Section 17.2.9**

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1011 Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the  
1012 accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by  
1013 the MLS and that relates to a specific property. Participants shall correct or remove any false data or  
1014 information relating to a specific property upon receipt of a communication from the listing broker or listing  
1015 agent for the property explaining why the data or information is false. However, participants shall not be  
1016 obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or  
1017 professional judgment. (Amended 5/12)

1018

1019 **Section 17.2.10**

1020 An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other  
1021 brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such  
1022 displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory  
1023 rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a  
1024 single property search of multiple IDX data feeds resulting in the display of IDX information from each of  
1025 the MLSs on a single search results page; and that participants may display listings from each IDX feed on a  
1026 single webpage or display.

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1028 **Section 17.2.12**

1029 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in  
1030 a readily visible color and typeface not small than the median used in the display of listing data.

1031

1032 Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”. Etc., of two hundred (200)  
1033 characters of less) are exempt from this requirement but only when linked directly to a display that includes  
1034 all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently  
1035 delivered electronically to the registered consumer performing the property search or linked to through the  
1036 device’s application.

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1038 **Section 17.3 Display**

1039 Display of listing information pursuant to IDX is subject to the following rules:

1040

1041 **Section 17.3.1**

1042 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of  
1043 all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS  
1044 participants and users (e.g., cooperative compensation offers, showing instructions, property security  
1045 information, etc.) may not be displayed.

1046

1047 **Section 17.3.1.1**

1048 The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

1049

1050 **Section 17.3.2**

1051 Participants shall not modify or manipulate information relating to other participants’ listings. (This is not a  
1052 limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with  
1053 additional data not otherwise prohibited from display so long as the source of the additional data is clearly



1054 identified. This requirement does not restrict the format of MLS data display or display of fewer than all of  
1055 the available listings or fewer authorized data fields.  
1056

1057 **Section 17.3.3**

1058 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in  
1059 a readily visible color and typeface not smaller than the median used in the display of listing data. Displays  
1060 of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or  
1061 less are exempt from this requirement but only when linked directly to a display that includes all required  
1062 disclosures. (Amended 5/12)  
1063

1064 **Section 17.3.4**

1065 Non-principal brokers and sales licensees affiliated with IDX participants may display information available  
1066 through IDX on their own websites subject to their participant’s consent and control and the requirements of  
1067 state law and/or regulation.  
1068

1069 **Section 17.3.5**

1070 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information  
1071 is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any  
1072 purpose other than to identify prospective properties consumers may be interested in purchasing, and that the  
1073 data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require  
1074 use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of  
1075 minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or  
1076 less are exempt from this requirement but only when linked directly to a display that includes all required  
1077 disclosures. (Amended 5/12)  
1078

1079 **Section 17.3.6**

1080 The right to display other participants’ listings pursuant to IDX shall be limited to a participant’s office(s)  
1081 holding participatory rights in this MLS.  
1082

1083 **Section 17.3.7**

1084 Display of expired, withdrawn, and pending listings is prohibited.  
1085

1086 **Section 17.3.8**

1087 Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and email address(es) is prohibited.  
1088

1089 **Section 17.3.9**

1090 Participants are required to employ appropriate security protection such as firewalls on their websites and  
1091 displays, provided that any security measures required may not be greater than those employed by the MLS.  
1092 (Amended 5/12)  
1093

1094 **Section 17.3.10**

1095 Participants must maintain an audit trail of consumer activity on the their website and make that information  
1096 available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the  
1097 data or a violation of MLS rules related to use by consumers. (Amended 5/12)

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**Section 17.3.11**

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

**Section 17.4 Service Fees and Charges**

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

**Virtual Office Websites (VOWs)**

[Top](#)

**Section 18.1 VOW Defined**

- a. A “Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability.
- b. As used in Section 19 of these rules, the term “participant” includes a participant’s affiliated non-principal brokers and sales licensees—except when the term is used in the phrases “participant’s consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant.
- c. “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant’s supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- d. As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

**Section 18.2 Participation**

- a. The right of a participant’s VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- b. Subject to the provisions of the VOW policy and these rules, a participant’s VOW, including any VOW operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g., “Internet Data Exchange” (IDX).
- c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant’s VOW.

1146  
1147 **Section 18.3**

- 1148 a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW,  
1149 the participant must take each of the following steps.
- 1150 i. The participant must first establish with that consumer a lawful broker-consumer relationship (as  
1151 defined by state law), including completion of all actions required by state law in connection with  
1152 providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such  
1153 actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other  
1154 disclosure obligations, and execution of any required agreements.
  - 1155 ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant  
1156 must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed  
1157 to the terms of use (described in Subsection d., below). The participant must verify that the e-mail  
1158 address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
  - 1159 iii. The participant must require each Registrant to have a user name and a password, the combination of  
1160 which is different from those of all other Registrants on the VOW. The participant may, at his or her  
1161 option, supply the user name and password or may allow the Registrant to establish its user name and  
1162 password. The participant must also assure that any e-mail address is associated with only one user  
1163 name and password.  
1164
- 1165 b. The participant must assure that each Registrant’s password expires on a date certain, but may provide for  
1166 renewal of the password. The participant must at all times maintain a record of the name, e-mail address,  
1167 user name, and current password of each Registrant. The participant must keep such records for not less  
1168 than one hundred eighty (180) days after the expiration of the validity of the Registrant’s password.  
1169
- 1170 c. If the MLS has reason to believe that a participant’s VOW has caused or permitted a breach in the security  
1171 of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS,  
1172 provide the name, e-mail address, user name, and current password, of any Registrant suspected of  
1173 involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an  
1174 audit trail of activity by any such Registrant.  
1175
- 1176 d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse  
1177 click or otherwise) to a terms of use provision that provides at least the following:
- 1178 i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the  
1179 participant
  - 1180 ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant’s  
1181 personal, non-commercial use
  - 1182 iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being  
1183 offered through the VOW
  - 1184 iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in  
1185 connection with the Registrant’s consideration of the purchase or sale of an individual property
  - 1186 v. that the Registrant acknowledges the MLS’ ownership of and the validity of the MLS’ copyright in the  
1187 MLS database  
1188
- 1189 e. The terms of use agreement may not impose a financial obligation on the Registrant or create any  
1190 representation agreement between the Registrant and the participant. Any agreement entered into at any  
1191 time between the participant and Registrant imposing a financial obligation on the Registrant or creating  
1192 representation of the Registrant by the participant must be established separately from the terms of use,  
1193 must be prominently labeled as such, and may not be accepted solely by mouse click.  
1194

1195 f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their  
1196 duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS  
1197 rules and monitoring display of participants' listings by the VOW. The agreement may also include such  
1198 other provisions as may be agreed to between the participant and the Registrant.  
1199

1200 **Section 18.4**

1201 A participant's VOW must prominently display an e-mail address, telephone number, or specific  
1202 identification of another mode of communication (e.g., live chat) by which a consumer can contact the  
1203 participant to ask questions or get more information about any property displayed on the VOW. The  
1204 participant or a non-principal broker or sales licensee licensed with the participant must be willing and able  
1205 to respond knowledgeably to inquiries from Registrants about properties within the market area served by  
1206 that participant and displayed on the VOW.  
1207

1208 **Section 18.5**

1209 A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping,  
1210 and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate  
1211 security protection such as firewalls as long as this requirement does not impose security obligations greater  
1212 than those employed concurrently by the MLS.  
1213

1214 **Note:** MLSs may adopt rules requiring Participants to employ specific security measures, provided that any  
1215 security measure required does not impose obligations greater than those employed by the MLS.  
1216

1217 **Section 18.6**

- 1218 a. A participant's VOW shall not display the listings or property addresses of any seller who has  
1219 affirmatively directed the listing broker to withhold the seller's listing or property address from display on  
1220 the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit  
1221 display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who  
1222 operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or  
1223 otherwise, the listings of sellers who have determined not to have the listing for their property displayed on  
1224 the Internet.  
1225
- 1226 b. A participant who lists a property for a seller who has elected not to have the property listing or the  
1227 property address displayed on the Internet shall cause the seller to execute a document that includes the  
1228 following (or a substantially similar) provision.  
1229

1230 **Seller Opt-out Form**

- 1231
- 1232
- 1233 1. Check one.
- 1234 a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the  
1235 Internet.
- 1236 b. I have advised my broker or sales agent that I do not want the address of the listed property to be  
1237 displayed  
1238 on the Internet.  
1239
- 1240 2. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for  
1241 listings  
1242 on the Internet will not see information about the listed property in response to their searches.

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Initials of Seller

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

**Section 18.7**

- a. Subject to Subsection b., below, a participant’s VOW may allow third-parties:
- i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants’ websites. Subject to the foregoing and to Section 18.8, a participant’s VOW may communicate the participant’s professional judgment concerning any listing. A participant’s VOW may notify its customers that a particular feature has been disabled at the request of the seller.

**Section 18.8**

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

**Section 18.9**

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

**Section 18.10**

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

**Section 18.11**

A participant’s VOW must display the participant’s privacy policy informing Registrants of all of the ways in which information that they provide may be used.

1290 **Section 18.12**  
1291 A participant’s VOW may exclude listings from display based only on objective criteria, including, but not  
1292 limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing  
1293 broker, and whether the listing broker is a REALTOR®.  
1294

1295 **Section 18.13**  
1296 A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its  
1297 intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS  
1298 participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable  
1299 MLS rules or policies.  
1300

1301 **Section 18.14**  
1302 A participant may operate more than one VOW himself or herself or through an AVP. A participant who  
1303 operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her  
1304 behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and  
1305 accountability of the participant.  
1306

1307 **Section 18.15**  
1308 A participant’s VOW may not make available for search by or display to Registrants any of the following  
1309 information:  
1310 a. expired, withdrawn, or pending (“under contract”) listings  
1311 b. the compensation offered to other MLS participants  
1312 c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency  
1313 d. the seller’s and occupant’s name(s), phone number(s), or e-mail address(es)  
1314 e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or  
1315 security of listed property  
1316

1317 **Note:** If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 18.15f. must be  
1318 omitted.  
1319

1320 **Section 18.16**  
1321 A participant shall not change the content of any MLS listing information that is displayed on a VOW from  
1322 the content as it is provided in the MLS. The participant may, however, augment MLS listing information  
1323 with additional information not otherwise prohibited by these rules or by other applicable MLS rules or  
1324 policies, as long as the source of such other information is clearly identified. This rule does not restrict the  
1325 format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the  
1326 listings or fewer than all of the authorized information fields.  
1327

1328 **Section 18.17**  
1329 A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information  
1330 displayed on the VOW is deemed reliable, but is not guaranteed accurate by the MLS. A participant’s VOW  
1331 may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.  
1332

1333 **Section 18.18**  
1334 A participant shall require that Registrants’ passwords be reconfirmed or changed every 180 days.  
1335

1336 **Note:** Participants may, at their option, require Registrants to reconfirm or change passwords more  
1337 frequently.  
1338

1339 **Section 18.19**

1340 A participant may display advertising and the identification of other entities (“co-branding”) on any VOW  
1341 the participant operates or that is operated on his or her behalf. However, a participant may not display on  
1342 any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding  
1343 will be presumed not to be deceptive or misleading if the participant’s logo and contact information (or that  
1344 of at least one participant, in the case of a VOW established and operated on behalf of more than one  
1345 participant) is displayed in immediate conjunction with that of every other party, and the logo and contact  
1346 information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that  
1347 of any third party.  
1348

1349 **Section 18.20**

1350 A participant shall cause any listing displayed on his or her VOW obtained from other sources, including  
1351 from another MLS or from a broker not participating in the MLS, to identify the source of the listing.  
1352 *(Adopted 1/21/09)*  
1353

1354 **Section 18.21**

1355 A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more  
1356 than 500 current listings and not more than 500 sold listings in response to any inquiry. *(Adopted 12/18)*  
1357

1358 **Lockbox Key Entry Systems**

[Top](#)

1360 **Section 19.1 Definition:** A lock box is a container affixed to property containing a device to gain access to  
1361 the property being marketed by a participant in the MLS. Participants in the MLS or their salespersons (and  
1362 licensed or certified appraisers affiliated with the participants) are authorized under certain conditions to open  
1363 these lock boxes under terms specified by the listing broker. Cooperating brokers and sales licensees, whether  
1364 functioning as subagents of the listing broker or as agents of potential purchasers, must contact the listing  
1365 broker to disclose their agency status and to arrange appointments to show listed property even if the property  
1366 has a lock box affixed to it unless the listing broker has given specific permission (through information  
1367 published in the MLS or otherwise) to show the property without first contacting the listing broker.  
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1369 **Section 19.2 Lock Box Security Requirements**

- 1371 1. Any key, programmer, or other device (hereinafter referred to as key) by which a lock box can be  
1372 opened shall be nonduplicative. By nonduplicative it is not meant that the key is necessarily covered  
1373 by a current patent but that it cannot be readily copied in the manner that other types of keys ordinarily  
1374 are.
- 1375 2. Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems  
1376 or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, information  
1377 shall be obtained from the original manufacturer to determine whether the key’s pattern, code, or  
1378 configuration is already in use by other associations, multiple listing services, or other users in the  
1379 vicinity. Surrounding associations and multiple listing services shall also be contacted to determine  
1380 whether the key’s pattern, code, or configuration is currently in use.
- 1381 3. The lock box system is an activity of Capital Area Technology & REALTOR® Services, Inc. and as  
1382 such, every MLS participant and every non-principal broker, sales licensee and licensed or certified  
1383 appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be  
1384 eligible to hold a key subject to their execution of a lease agreement with the lockbox vendor.
- 1385 4. The MLS charges keyholders with the obligation of immediately reporting lost, stolen, or otherwise  
1386 unaccountable for keys to the association. Upon receipt of notice, the MLS shall take any steps  
1387 deemed necessary to resecure the system.

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**Section 19.3 Refusing Service**

CATRS may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the association or MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

CATRS may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the association or MLS, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determinations include, but are not limited to:

- the nature and seriousness of the crime
- the relationship of the crime to the purposes for limiting lock box access
- the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- the extent and nature of past criminal activity
- time since criminal activity was engaged in
- evidence of rehabilitation while incarcerated or following release and
- evidence of present fitness

No one shall be required to lease a key from the association except on a voluntary basis.

**Section 19.4 Lockbox Use**

Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose.

It is against MLS Rules to lend a key to someone or to borrow anyone's key. There is no circumstance that this is allowed. The lender and the borrower are each subject to an automatic \$500 FINE for each instance of this violation.

If you lose your key or cannot get it to work, you can ask another keyholder to go with you to the showing or call one of the designated members who has in their possession, a LOANER KEY. A list of the current members in possession of a loaner key is available from the CATRS office. (Adopted 10/6/2009)