

MLS, Inc.

Rules & Regulations

A wholly-owned subsidiary of

NORTHWEST LOUISIANA ASSOCIATION OF REALTORS®

(Board Recommended and Approved: August 18, 2016)

(NAR Approved: July 20, 2015)

INTRODUCTION

M.L.S., Inc., the Multiple Listing Service of the Northwest Louisiana Association of REALTORS® is a wholly-owned subsidiary of the Northwest Louisiana Association of REALTORS®. As such, the Multiple Listing Service is dedicated to support the membership of the Northwest Louisiana Association of REALTORS®. All data collected and stored in the Multiple Listing Service database is for the sole and private use of the general membership of M.L.S., Inc. Any use of data retrieved from the Multiple Listing Service database by non-members of the Northwest Louisiana Association of REALTORS® and M.L.S., Inc. is strictly prohibited without prior written approval from M.L.S., Inc. or the governing body of the Northwest Louisiana Association of REALTORS®.

There are a number of services offered with Multiple Listing Service, as well as rules and regulations, fines and penalties. Security of our data is of vital importance. For easier access to properties, the Northwest Louisiana Association of REALTORS® and M.L.S., Inc. has contracted with Supra for REALTORS® to obtain a Supra or Active Key, while the Centralized Showing Service (CSS) offers an easy way to schedule appointments to properties. In the following pages the rules for listing procedures, selling procedures, IDX Rules, fines and penalties can be found.

Employees of M.L.S., Inc. are responsible for administrative tasks associated with the day-to-day operational management of the M.L.S., Inc. data system. Employees of M.L.S., Inc. are neither liable for the accuracy of the data stored in the Multiple Listing System, nor the timeliness of data entry as required by the Rules and Regulations contained herein. MLS employees may, as required, assist members in the entry of data into the M.L.S., Inc. database, however, the accuracy of that data rests solely with the broker and his/her agency associates.

Sections in this Manual are designated by the following codes:

- M** Mandatory rules as required by the *NAR Model Rules and Regulations*
- R** Recommended rules by the *NAR Model Rules and Regulations* adopted by this MLS
- O** Optional rules by the *NAR Model Rules and Regulations* adopted by this MLS
- I** Informational Notes from the *NAR Model Rules and Regulations*
- L** Local rules drafted and adopted by this MLS

INDEX

As a separately incorporated but wholly-owned subsidiary of an Association of REALTORS[®], these Rules & Regulations are modeled after the National Association of REALTORS[®] 'Model Rules and Regulations for an MLS Separately Incorporated but Wholly-Owned by an Association of REALTORS[®]'. As such the Sections listed in these Rules, specifically Sections 1-19, are established to directly correspond to those outlined in the National Association of REALTORS[®] Model Rules found in the most current edition of the 'National Association of REALTORS[®] Handbook on Multiple Listing Policy'.

- Section 1. Listing Procedures
- Section 2. Selling Procedures
- Section 3. Refusal to Sell
- Section 4. Prohibitions
- Section 5. Division of Commissions
- Section 6. Service Charges
- Section 7. Compliance with Rules
- Section 8. Meetings
- Section 9. Enforcement of Rules or Disputes
- Section 10. Confidentiality of MLS Information
- Section 11. Ownership of MLS Compilations and Copyright
- Section 12. Use of Copyrighted MLS Compilations
- Section 13. Limitations on Use of MLS Information
- Section 14. Changes in Rules and Regulations
- Section 15. Arbitration of Disputes
- Section 16. Standards of Conduct for MLS Participants
- Section 17. Orientation
- Section 18. Internet Data Exchange
- Section 19. VOW Rules
- Section 20. Key & Lockbox Service
- Section 21. Showing Service
- Section 22. MLXchange Policy

Section 23. Penalties and Fines

SECTION I
LISTING PROCEDURES

Section 1.0 Listing Procedures **M**

Listings of real or personal property the following types which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of the Multiple Listing Service, and are taken by Participants on Exclusive-Right-To-Sell and Exclusive Agency Listings shall be delivered to the Multiple Listing Service within three (3) business days after all necessary signatures of seller(s) have been obtained:

- a. Single family homes for sale or exchange
- b. Vacant lots and acreage for sale or exchange
- c. Two-family, three-family and four-family residential buildings for sale or exchange

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

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the Participants.
- assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller).

The Multiple Listing Service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents, or both.

The listing agreement must include the seller's authorization to submit the agreement to the Multiple Listing Service.

The different types of listing agreements include:

- exclusive right-to-sell
- exclusive agency

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

Exclusive Right-to-Sell Listing is the conventional form of listing submitted to the Multiple Listing Service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

Exclusive Agency Listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempted should be clearly distinguished in the remarks section from exclusive right-to-sell listings with no name prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to denote exclusive agency and exclusive right-to-sell listings with prospect reservations.

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

NOTE 3: A Multiple Listing Service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings

Section 1.0.1 Listing Ownership L

All listings in the Service remain the exclusive property of the listing Broker (the Participant) at all times the property is listed on the Service and the listing Broker is the ultimate responsible party for fulfillment of these rules (MLS Inc. Added Rule).

Section 1.0.1.1 Listing Contact L

All listings entered into the Service must state a specific, licensed MLS User account as either the List Agent or the Co-List as a contact for the listing (MLS Inc. Added Rule).

Section 1.0.2 Prohibition on Net or Open Listings L

This MLS does not accept open or net listings (MLS Inc. Added Rule).

Section 1.0.3 Exclusion of Certain Participants L

Certain REALTORS[®] or salesmen may be excluded from participation in any listing. To exclude any participant the property owner must submit a signed statement to the listing broker listing any exclusions. Such exclusions should be registered with listing REALTOR[®], and said REALTOR[®] will make the exempted office aware on a confidential basis, of their exclusion from participating in the listing prior to the time the listing is submitted to the Service (MLS Inc. Added Rule).

Section 1.0.4 Public Remarks Restrictions L

No reference to listing office, listing agent, co-listing agent, any owner information, or any other company or entity including website addresses may be included in public remarks section of the listing data, - this includes telephone numbers, cellular phone numbers, pager numbers, names, emails, websites, etc. (MLS Inc. Added Rule).

Section 1.0.4.1 Listing Information Restrictions L

The intent of all data, comments and information entered into the MLS system is to relate to the specific property and sale of the MLS listed being referenced. While Users are given wide latitude on how and what to say in describing and promoting their listings, the intent of the MLS system is to maintain an orderly delivery of information related to the piece of property. As such, the MLS Administrator shall at all times retain the final decision on what is appropriate for inclusion on a listing data form. Information and/or remarks deemed by the MLS Administrator to be detrimental to the general operation of the MLS Service or the open exchange of listings between Participants can be removed at the discretion of the MLS Administrator. Any removal of any information shall include notice to the User and the User shall have a right of appeal as detailed in Section 9 of these Rules & Regulations (MLS Inc. Added Rule).

Section 1.0.5 MLS Only Entry Owner Information L

For MLS Entry Only listings the Owner information must be put in Agent Remarks (MLS Inc. Added Rule).

Section 1.0.6 Reserved Prospects L

Reserved prospects should be named on the listing agreement. The phrase 'Prospects Reserved' should be named in the Agent Remarks. The listing agent is required to file with the listing office the name(s) of reserved prospects and term of reservations (MLS Inc. Added Rule).

Section 1.0.7 Out-of-State Listings L

This MLS does not accept out of state listing unless the participating broker is licensed in that state. In such instances the broker should provide his license number for that state on the listing agreement and data input form (MLS Inc. Added Rule).

NOTE: No one can list property out of state unless the Subscriber and the Participant personally holds a license in that state

Section 1.1 Types of Property O

The following types of properties may be published through the Service and other types may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker:

- Residential
- Multi-Family
- Land/Lots/Acreage
- Commercial/Industrial

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

Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the Rules & Regulations of the Service upon signature of the seller(s).

Section 1.2 Detail on Listings Filed with the Service R

A listing agreement or property data form shall be complete in every detail as specified on the property data form.

Section 1.2.0.1 Required Fields L

The following data fields are required for all residential properties entered into the MLS (MLS Inc. Added Rule):

- a. Listing Type – Options include: Exclusive Right to Sell; Exclusive Agency; Not Applicable.
- b. List of Services – Options include: All Services Provided; NOTAAPT; NOTACPO; NOTASO; NOTASA; NOTNEGS.
- c. Type of Sale – Options include: Auction; Foreclosure-REO; New; Relocation; Resale; Short Sale.
- d. List Price.
- e. Sale/Rent – Options include: Sale; Rent; B; N.
- f. Street #.
- g. Street Name.
- h. Subdivision.
- i. Town.
- j. Parish – Options include: Bienville; Bossier; Caddo; Claiborne; Desoto; Red River; Webster; Other.
- k. State – Options include: Louisiana; Arkansas; Mississippi; Texas.
- l. Zip Code.
- m. Geog#.
- n. Z Area/Y Area.
- o. Legal Description.
- p. Type Home – Options include: Camp; Condo; Manufactured Home; Mobile Home; Modular Home; Single Home; Town Home.
- q. Construction – Options include: Aluminum Siding; Asbestos; Block; Brick Veneer; Brick Form; Cedar; Concrete; Curtain Wall; Eiffess; Log; Metal; Other; Stone; Stucco; Vinyl Siding; Wood Frame.

- r. Bedrooms.
- s. Full Bath.
- t. Partial Bath.
- u. Year Built.
- v. Building Condition – Options include: Est; Existing; Historic; New; Remodeled; Shell; Under Construction.
- w. Parking Spaces.
- x. Parking Type – Options include: Carport; Garage; No Covered Parking.
- y. Stories#.
- z. Dining Room – Options include: Breakfast Bar; Breakfast Room; Eating Area in Kitchen; Kitchen-Dining Room; Living Room-Dining Room; Separate.
- aa. Fireplaces#.
- bb. Square Footage Heated Area.
- cc. Flooring – Options include: Bamboo; Brick; Carpet; Ceramic; Concrete; Cork; Laminate; Marble; Metal; Parquette; Slate; St Concrete; Vinyl; Wood.
- dd. Additional Room(s) – Options include: Bonus; Campoo; Dark Room; Den; Exercise Room; Game Room; Garden Room; Hearth; Library; Living Room; Media Room; Mud Room; Study.
- ee. Cooperating Compensation.
- ff. Listing Broker Code.
- gg. Listing Broker Phone Number.
- hh. Listing Associate Name.
- ii. Listing Association Phone Number.
- jj. Internet (Send to REALTOR.com) - Options include: Yes; No.

- kk. Yard Sign on Property - Options include: LREC Approved Broker Sign; None; Owner/Seller Sign.
- ll. Central Showing System Service Available - Options include: Yes; No.
- mm. Water - Options include: City; Community; None; Private; Well.
- nn. Sewer - Options include: City; Community; Jet Spray; None; Oxidation Pond; Private; Septic; Septic Tank; Treatment Plant; Unknown.
- oo. Heating - Options include: Central; Floor Furnace; None; Off; Panel; Space Heater; Wall Unit; Wind Unit; Zoned.
- pp. Cooling - Options include: Attic Fan; Central Air; EVP; Exhaust Fan; None; Off; Wall Unit; Wind Unit; Zoned.
- qq. Electric Company.
- rr. Pool - Options include: Yes; No.
- ss. Occupied BY - Options include: Owner; Tenant; Vacant.
- tt. List Date.
- uu. Expiration Date.
- vv. Home Owners Association - Options include: Yes; No; Voluntary.
- ww. Warranty - Options include: Available; None; Seller.

Section 1.2.1 Limited Service Listings



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

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

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

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

Section 1.2.2 MLS Entry-only Listings O

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

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

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

Section 1.2.3 MLS User Classes L

All members of the MLS shall be assigned an MLS User Class that defines the level of information that can be entered, edited and accessed. Members are restricted to use of the class they are assigned. User Classes are assigned by the MLS staff according to the member's membership level and the permission status allowed by the MLS Participant. This MLS currently recognizes the following MLS User Classes. (MLS Inc. Added Rule):

- a. Participant (PB) – This Class allows the ability to add and edit their own company listings. This Class allows the ability to change their own company listing expiration dates. This Class allows viewing of up to 4,000 MLS records at one time. This MLS User Class is only available for MLS Participants.

- b. Subscriber Member (AM) – This Class allows the limited ability to add and edit their own listings. This Class cannot change any listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This MLS User Class is only available for MLS Subscribers.
- c. Select Subscriber Member (AX) – This Class allows the limited ability to add and edit their own listings. This Class allows the ability to change their own listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This MLS User Class is only available for MLS Subscribers who have been authorized by their sponsoring Participant in writing to the MLS Service to serve as a Select Subscriber Member.
- d. Listing Manager (LM) – This Class allows the ability to add and edit their own company listings. This Class cannot change any listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This MLS User Class is only available for licensed MLS Subscribers who have been authorized by their sponsoring Participant in writing to the MLS Service to serve as a Listing Manager.
- e. Select Listing Manager (LX) – This Class allows the ability to add and edit their own company listings. This Class allows the ability to change their own company listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This MLS User Class is only available for MLS Subscribers who have been authorized by their sponsoring Participant in writing to the MLS Service to serve as a Select Listing Manager.
- f. Office Assistant (OA) – This Class allows the ability to add and edit their own company listings. This Class cannot change any listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This category does not have access to report manager, nor do they have access to a personal website or the ability to export data/images. This MLS User Class is only available for unlicensed Office Assistant Subscribers who have been authorized by their sponsoring Participant in writing to the MLS Service to serve as an Office Assistant.
- g. Select Office Assistant (SX) – This Class allows the ability to add and edit their own company listings. This Class allows the ability to change their own company listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This category does not have access to report manager, nor do they have access to a personal website or the ability to export data/images. This MLS User Class is only available for unlicensed Office Assistant Subscribers who have been authorized by their sponsoring Participant in writing to the MLS Service to serve as a Select Office Assistant.

- h. Participant Office Assistant (PO) – This Class allows the ability to add and edit their own company listings. This Class allows the ability to change their own company listing expiration dates. This Class allows viewing of up to 4,000 MLS records at one time. This MLS User Class is available for MLS Subscribers or Users who have been specifically authorized annually by the MLS Participant in writing to hold this User Class, which shall for all purpose provide the same access and services as the Participants account. This User Class is intended for back office support services only, primarily for Participants with multiple offices.
- i. Agent Assistant (AA) – This Class allows the ability to add and edit a specific Subscriber’s own listings. This Class cannot change any listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This category does not have access to report manager, nor do they have access to a personal website or the ability to export data/images. This MLS User Class is only available for unlicensed Office Assistant Subscribers who have been authorized by their sponsoring Participant in writing to the MLS Service to serve as an Agent Assistant.
- j. Subscriber Team (TM) – This Class allows MLS Subscribers who have voluntarily chosen to link their collective account(s) together under a ‘Team’ user log-in. Each member of the ‘Team’ remains limited to the functions and authority they have been granted under their individual Class with the exception that they can now perform limited functions on the listings of the other approved member(s) of their ‘Team’. This MLS User Class is only available for MLS Subscribers who have been authorized by their sponsoring Participant in writing to the MLS Service to serve as a ‘Team’ and who have submitted annually in writing to the Service a complete listing of all ‘Team’ members with all appropriate signatures and fees paid in full. The Subscriber Team log-in is only accessible from the personal log-in screen of each ‘Team’ member, and each ‘Team’ member must maintain an active MLS account. For purposes of the Service all ‘Team’ members linked to a Subscriber ‘Team’ Class are treated as one entity for all purposes of these rules including payment of fees, fines and imposition of discipline including possible suspension of Service.

NOTE: A ‘Team’ log-in account is designed for the purpose of allowing a ‘Team’ better options for managing listings. ‘Team’ accounts are not designed to arrange appointments or in any other way act as a User for purposes of identifying the actions of a team member.

- k. Appraiser (AP) – This Class cannot add and edit any listings. This Class cannot change or view any active listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This MLS User Class is only available for

General Certified Real Estate Appraisers or Residential Certified Real Estate Appraisers.

NOTE: MLS listing records available to Appraiser Users (AP) are unique data sets that may not include all Subscriber fields.

- l. Designated Appraiser (DA) – This Class allows the ability to add and edit their own company listings. This Class allows the ability to change their own company listing expiration dates. This Class allows viewing of up to 4,000 MLS records at one time. This MLS User Class is only available for General Certified Real Estate Appraisers or Residential Certified Real Estate Appraisers who also hold a real estate license and serve as a Participant in the MLS Service.
- m. Subscriber Appraiser (RA) – This Class allows the limited ability to add and edit their own listings. This Class cannot change any listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This MLS User Class is only available for General Certified Real Estate Appraisers or Residential Certified Real Estate Appraisers who also hold a real estate license and serve as a Subscriber in the MLS Service.
- n. Select Listing Appraiser (MA) – This Class allows the ability to add and edit their own company listings. This Class allows the ability to change their own company listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This MLS User Class is only available for MLS Subscribers who are also a General Certified Real Estate Appraiser or Residential Certified Real Estate Appraiser and who have been authorized by their sponsoring Participant in writing to the MLS Service to serve as a Select Listing Manager.
- o. Select Subscriber Appraiser (XA) – This Class allows the limited ability to add and edit their own listings. This Class allows the ability to change their own listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This MLS User Class is only available for MLS Subscribers who have been authorized by their sponsoring Participant in writing to the MLS Service to serve as a Select Subscriber Member.
- p. Appraiser Trainee (AT) – This Class cannot add and edit any listings. This Class cannot change or view any active listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This MLS User Class is only available for real estate Appraiser Trainees.

NOTE: MLS listing records available to Appraiser Trainee Users (AT) are unique data sets that may not include all Subscriber fields.

- q. Public Service User (PS) – This Class cannot add and edit any listings. This Class cannot change or view any active listing expiration dates. This Class allows viewing of up to 2,000 MLS records at one time. This MLS User Class is only available for Public Service Subscribers who have been approved by the MLS Board of Directors.

NOTE: MLS listing records available to Public Service Users (AP) are unique data sets that may not include all Subscriber fields.

- r. RETS Vendor User (RT) – This Class only has access to the MLS RETS server and the ability to query listings and produce data downloads for use by their specific approved Subscriber clients per the agreed upon terms of the RETS contract. This MLS User Class is only available to third party technology vendors who have been approved by the MLS Board of Directors.
- s. RETS Managed Direct Feed User (RM) – This Class only has access to the MLS RETS server and the ability to query all listings and produce data downloads for use as approved by the RETS contract with the MLS. This MLS User Class is only available to third party technology vendors who have been approved by the MLS Board of Directors.
- t. Staff User (!M) – This Class has unlimited access and ability to make entries and edits to listings. This User Class is only available to MLS staff who have been approved by the MLS Board of Directors and MLS CEO.
- u. System Administrator (!S) – This Class has unlimited access and ability to make entries and edits to listings and to the MLS system and programming infrastructure. This User Class is only available to the designated MLS Director who has been approved by the MLS Board of Directors and MLS CEO.

Section 1.2.4 Listing Photographs L

Subscribers have (10) ten days to provide a picture of a residential, commercial or multi-family listing into the MLS system except where sellers expressly direct by submitting in writing to the Participant that photographs of their property not appear in MLS compilations. Land, lots and farm photos are not required but are encouraged.

All residential MLS listings must include a minimum of one (1) picture of the front of the property. If listing is withdrawn, expired, sold, etc., one photo of the front elevation should remain in MLS (MLS Inc. Added Rule).

Section 1.2.5 Photograph Restrictions L

Inclusion of any real estate company or real estate agent branded signage, marketing material or any other notable promotional material that is readable or legible in any photo submitted to the MLS is prohibited (MLS Inc. Added Rule).

Section 1.2.6 Photograph Copyright L

Copyright and ownership interest in images submitted by Subscribers shall remain with Subscriber, however, by submitting a photograph as part of a listing Subscriber licenses MLS to reproduce and distribute the image and place an MLS copyright legend on the image (MLS Inc. Added Rule)

Section 1.2.7 Compensation Notation L

Any reference in an MLS listing to potential compensation shall include either a '\$' or a '%' symbol as appropriate to clearly define compensation as a percentage or as a set dollar amount (MLS Inc. Added Rule).

Section 1.2.8 Use of MLS Forms L

Alterations to printed matter in MLS approved forms is prohibited (MLS Inc. Added Rule).

Section 1.2.9 Property List Price L

Only one list price can be reflected in the MLS system. The list price does not obligate the seller to pay any other costs (MLS Inc. Added Rule).

Section 1.2.10 Listing Dates L

There are *three* (3) dates required on all listing agreements: Signature Date, Listing Beginning Date, and Listing End Date. Signature Date is the date the Listing is signed. List Beginning Date is the date the listing is active in MLS. Listing End Date is the date the listing expires (MLS Inc. Added Rule).

Section 1.2.10.1 Non MLS Listing Dates L

For non-MLS Listings (Buyer Side/For Sale by Owner, MLS Exempts, new Construction, etc.) the a User voluntarily chooses to enter into the MLS Service for historically data purposes, the Listing Date shall be the contract date and the Expiration Date shall be the date of closing. No such listings shall be entered into the MLS System after 60 days (MLS Inc. Added Rule).

Section 1.2.10.2 Days on Market L

Cumulative Days on Market (CDOM) as recorded by this MLS shall have a 30 day reset period. A property must be off the market for a period of 30 days for the CDOM counter to be reset to zero (0). (MLS Inc. Added Rule).

Section 1.2.11 Expiration Date and Time L

For purposes of this MLS all expiration dates are effective at 12:00 midnight of the day they expire (i.e. a contract that expires on January 1 is good all day January 1. It expires at midnight between January 1 and January 2) (MLS Inc. Added Rule).

Section 1.2.12 Bonus Information L

Bonus information is only allowed in the agent remarks section and shall be expressed as a dollar amount or be able to equate bonus to a cash equivalent (MLS Inc. Added Rule).

Section 1.2.13 Mineral Rights L

REALTORS® are not licensed to sell mineral rights only, and listings to sell mineral rights only are not allowed in the MLS (MLS Inc. Added Rule).

Section 1.2.14 Company Owned Listings L

Due to lengthy delays sometimes encountered by REALTORS® in receiving written documentation of company owned listings or company controlled listings (from relocation agencies, employee-transfer companies, etc.), Designated Agents may place the listings in MLS (or file formal extensions on such listings) under their signature as agent when requested by the companies to do so. Participants or Subscribers who elect to do this have assumed a responsibility to have back-up paperwork filed in their office (MLS Inc. Added Rule).

Section 1.2.15 Duplicate Listings L

The MLS does not accept duplicate listings. However, two (2) listings on one property are acceptable as long as one listing is "For Sale" and one listing is "For Lease/Rent" and all information is the same, i.e., property type, address, area, etc., or the listing is for land and/or lots (MLS Inc. Added Rule).

Section 1.2.16 Listing Status L

All listings in the MLS Service must have a true and accurate status at all times. This MLS currently recognizes the following listing statuses (MLS Inc. Added Rule):

- a. Active – A property that offers cooperative compensation, is available for showing, and is actively accepting offers for purchase of the property.
- b. Rent - A property that offers cooperative compensation, is available for showing, and is actively accepting offers for rent or lease of the property.
- c. Contingent - A property that offers cooperative compensation, is available for showing, and is actively accepting offers for sale of the property where such sale depends on the sale of another unrelated property.
- d. Pending – A property for purchase where both parties have agreed to a contract for the sale of the property.
- e. Sold – A property that has formally changed ownership through a successful contract and closing.
- f. Rented – A property where both parties have successfully executed a rent or lease agreement for a specific time period.
- g. Expired – A listing whose ‘Exclusive Right to Sell’ or ‘Exclusive Agency’ agreement has expired and that has had no extension filed with the MLS prior to the expiration date.
- h. Withdrawn – A listing that has been released from an ‘Exclusive Right to Sell’ or ‘Exclusive Agency’ contract early by the listing Broker.
- i. Offer/Bid Accepted – Specifically for REO, Foreclosure, Auction or Relocation properties where a qualified offer to purchase has been submitted by the listing agent for final approval to a seller which is a corporate entity who has the final decision authority. NOTE: A property can only remain in ‘Offer/Bid Accepted’ status for fourteen (14) days. Any property listed as ‘Offer/Bid Accepted’ beyond fourteen (14) days is subject to penalty and/or suspension of service pending correction of the status listing.
- j. Hold – Specifically for a property where the listing Broker states in writing that the property is not available for showing due to a contractual dispute or where the owner is refusing to accept offers in good faith. (NOTE: Hold status is not for properties where construction, remodeling or other issues result in the property being off the market for any reason. Such properties should be ‘Withdrawn’ and later relisted.)

Section 1.3 Exempt Listings

M

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

Section 1.3.1 Time Restrictions for Exempt Listings **L**

Exempted listings are subject to the same time restrictions as MLS listings, i.e., must be filed with the Multiple Listing Service within three (3) business days after signed by seller(s) (MLS Inc. Added Rule).

Section 1.4 Change in Listing **R**

Any changes in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within three (3) business days after the authorized change is received by the listing broker.

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

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

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

Section 1.6 Contingencies Applicable to Listings **R**

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

Section 1.7 Listing Price Specified **M**

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction.

Section 1.7.1 Short Sales Listing Price Specified **L**

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to short sale with approval by lender, investor, et al and so noted in the agent remarks (MLS Inc. Added Rule).

Section 1.8 Listing Multiple Unit Properties **O**

All properties which can be sold separately must be listed separately. In the event a portion of a listed property is sold, proper notification should be given to MLS.

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

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

Section 1.10 Expiration of Listings **M**

Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration dates specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

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

Section 1.11 Termination Date on Listings **M**

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

Section 1.12 Jurisdiction **M**

Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to the Service. Listings of property located outside the MLS's jurisdiction **will** be accepted if submitted voluntarily by a participant but cannot be required by the Service.

Section 1.12.1 Jurisdiction Defined

The MLS, Inc. jurisdiction matches that of the Northwest Louisiana Association of REALTORS® and consists of seven Parishes: Caddo, Bossier, Webster, Claiborne, Red River, Bienville, and DeSoto (MLS Inc. Added Rule).

Section 1.12.2 Y Areas **L**

A 'Y' area within the MLS System is defined to be an area or subdivision which has been verified to have at least 50 homes built. The MLS staff shall have the authority to add a 'Y' area to the MLS 'Z/Y List' upon verification of 50 built homes (MLS Inc. Added Rule).

Section 1.13 Listings of Suspended Participants **M**

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

Section 1.14 Listings of Expelled Participants **M**

When a Participant of the service is expelled from MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules & Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled Participant shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board MLS is not obligated to provide MLS

services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

Section 1.15 Listings of Resigned Participants O

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

Section 1.15.1 Notification L

Notification as defined above shall be ten (10) days (MLS Inc. Added Rule).

SECTION 2 **SELLING PROCEDURES**

Section 2.0 Showings and Negotiations M

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

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

Section 2.1 Presentation of Offers M

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

Section 2.2 Submission of Written Offers and Counter-offers M

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the

termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

Section 2.3 Right of Cooperating Broker on Presentation of Offer M

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

Section 2.4 Right of Listing Broker in Presentation of Counter-Offers M

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

Section 2.5 Reporting Sales to the Service M

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within **three (3) business days** after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within **24 hours** after occurrence and the listing broker shall report them to the MLS within **three (3) business days** after receiving notice from the cooperating broker.

NOTE 1: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information

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

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

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

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

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

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

Section 2.5.0.1 Notification



The following portion of Rule 2.5 is required to be included in the Agent Remarks or as an attachment for any Limited Service/MLS Entry listing (MLS Inc. Added Rule):

“Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within **three (3) business days** after

they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within **24 hours** after occurrence and the listing broker shall report them to the MLS within **three (3) business days** after receiving notice from the cooperating broker.”

Section 2.5.1 Reporting Limited Service Sales to the MLS **M**

If negotiations were carried on directly between a cooperating participant and the seller, the cooperating broker shall report the accepted offer and price to the listing broker, and the listing broker shall report that information to the MLS.

Section 2.5.2 Reporting Limited Service Status Changes to the Listing Broker **L**

If negotiations were carried on directly between a cooperating participant and the seller, the cooperating broker shall report in writing any changes in status including ‘Pending’, ‘Contingent’ and ‘Sold’ the listing broker within 24 (twenty-hours) (MLS Inc. Added Rule).

Section 2.6 Reporting Resolutions of Contingencies **M**

The listing broker shall report to the Multiple Listing Service within twenty-four (24) hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement canceled.

Section 2.7 Advertising of Listings Filed with the Service **M**

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

Section 2.8 Reporting Cancellation of Pending Sale **M**

The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale, and the listing shall be reinstated immediately.

Section 2.9 Disclosing the Existence of Offers **O**

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

Section 2.10 Availability of Listed Property **O**

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

SECTION 3
REFUSAL TO SELL

Section 3.0 Refusal to Sell **R**

If the seller of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

Section 3.0.1 Hold Status for Refusal to Sell **L**

Any property reported under Section 3.0 should be placed in “Hold” status (MLS Inc. Added Rule).

SECTION 4
PROHIBITIONS

Section 4.0 Information for Participants Only **M**

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

Section 4.1 For Sale Signs **M**

Only the “For Sale” sign of the listing broker may be placed on a property.

Section 4.2 Sold Signs **M**

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

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

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

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

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

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

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

Section 4.4 Use of the Terms MLS and Multiple Listing Service o

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

Section 4.5 Property Keys L

Keys to listed properties are the responsibility of the listing broker. Duplication, removal or distribution is not permitted prior to closing without written approval of the seller (MLS Inc. Added Rule).

SECTION 5 DIVISION OF COMMISSIONS

Section 5.0 Compensation Specified on Each Listing M

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

In filing a property with the Multiple Listing Service of an Association of REALTORS[®], the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.*

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

1. *by showing a percentage of the gross selling price*
2. *by showing a definite dollar amount.*

Note: *MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of net sales price, with the net sales price defined as*

the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation).

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

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

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

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

NOTE 1: The Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the association Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The association Multiple Listing Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

NOTE 2: The listing broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any listing by advanced notice to the Service so that all Participants will be advised.

NOTE 3: The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

NOTE 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential

cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction.

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

NOTE 6: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sales price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they must also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers.

Section 5.0.1 Disclosing Potential Short Sales M

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants (MLS Inc. has adopted Option #2 of this Mandatory NAR Rule).

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between

listing and cooperating participants (MLS Inc. has adopted this Optional portion of this Mandatory NAR Rule).

Section 5.0.1.1 Disclosure in Remarks L

All disclosures as defined above related to potential short sales shall be placed in the Agents Remarks section only. (MLS Inc. Added Rule).

Section 5.1 Participant as Principal M

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

Section 5.2 Participant as Purchaser M

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

Section 5.3 Dual or Variable Rate Commission Arrangements M

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

Section 5.3.1 Notation for Dual Commission Arrangements L

Any dual commission arrangement as defined above in Section 5.3 shall be disclosed by the listing broker with a notation of a '(d)' following the stated commission rate (MLS Inc. Added Rule).

SECTION 6 SERVICE CHARGES

Section 6.0 Service Fees and Charges R

The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

Section 6.0.1 Recurring Participation Fee R

The quarterly participation fee of each Participant shall be an amount equal to the Quarterly Service Fee times each salesperson and licensed or certified appraiser or appraiser trainee who has access to and use of the service, whether licensed as a broker, sales license, or licensed or certified appraiser or appraiser trainee who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made on or before the first day of the Service Quarter of the Multiple Listing Service. Fees shall be prorated on a monthly basis.

Section 6.0.1.1 Service Fee Exemption

As outlined above in Section 6.0.1, a Participant's fee is equal to the number of persons in the Participants company (as defined in these rules) times the quarterly participation fee. However, provided the proper written acknowledgement and authorization has been filed with the MLS Service and signed by the Participant, a Participant is allowed to exempt from the calculation of their quarterly participation fee the following categories:

- a. Extreme Hardship Exemption – This exemption applies to a licensee who because of an illness or hardship is not functioning as an active real estate agent and does not list or sell property, or attempts to list or sell property. There is no time limit on this Exemption category, however the MLS staff reserves the right to require periodic renewal by the Participant of any person remaining in this Exempt category. There is no 'MLS Change of Exemption Status Fee' assessed for either entering or exiting Extreme Hardship Exemption status.
- b. Military Exemption – This exemption applies to a licensee who because of extended military training or deployment will not be able to function as an active real estate agent and who will not list or sell property, or attempt to list or sell property while so under orders. There is no time limit on this Exemption

category, however the MLS staff reserves the right to require periodic renewal by the Participant of any person remaining in this Exempt category. There is no 'MLS Change of Exemption Status Fee' assessed for either entering or exiting Military Exemption status.

- c. Specialty Exemption – This exemption applies to a licensee who is exclusively engaged in property management, land/acreage sales, commercial/industrial selling, or real estate counseling activities. There is no time limit on this Exemption category, however the MLS staff reserves the right to require periodic renewal by the Participant of any person remaining in this Exempt category. There is no 'MLS Change of Exemption Status Fee' assessed for the first change of status for either entering or exiting Specialty Exemption status. Subsequent status changes shall be assessed the "MLS Change of Exemption Status Fee' for each change.
- d. Referral Status Exemption – This exemption applies to a licensee who has no use for MLS Services, has no access to Lockbox or Key services, and receives compensation only from referring business (sales or listings) to their firm or other REALTORS®. This category acknowledges they will not list or sell property, or attempt to list or sell property while so exempted. There is no time limit on this Exemption category, however the MLS staff reserves the right to require periodic renewal by the Participant of any person remaining in this Exempt category. There is no 'MLS Change of Exemption Status Fee' assessed for the first change of status for either entering or exiting Specialty Exemption status. Subsequent status changes shall be assessed the "MLS Change of Exemption Status Fee' for each change.

NOTE: All 'Exempted' persons can have absolutely no access or use of the MLS Service. If it is later discovered any 'Exempted' persons are actively selling or listing, or had access to any MLS services at any time, the Participant shall be immediately billed for all periods the 'Exempted' person was granted 'Exempt' status. (MLS Inc. Added Rule)

Section 6.0.2 Quarterly Service Billing Procedure

L

Quarterly participation fees will be assessed in the months of March, June, September and December and will be considered due on the last day of the billing month. As a courtesy participation fees will be billed to the individual users or subscribers but the primary Participant (Principal REALTOR®) ultimately remains responsible for payment to MLS.

Failure to pay all participation fees by the last day of the billing month (March, June, September, and December) will result in a late fee being assessed to each past due account. Any account that remains unpaid after fifteen (15) days will be suspended and the account will be billed to the Participant (Principal REALTOR®) and will be due and

payable immediately. Notice will be sent to the Participant (Principal REALTOR®) on the 15th of the past due month for all past due accounts who will then have until the end of the month to either return the license or to see that all fees are paid. If neither the fees are paid nor the license returned by the last day of the past due month, service will be suspended for the Participant (Principal REALTOR®) until such time that all accounts are brought current including all late fees. A reconnect fee will be added to any account suspended for lack of payment.

NOTE: The suspension of a Participant for any reason results in the suspension of all Subscribers and Users affiliated with the Participant's account. Late fees and reconnect fees as applicable are only assessed against those accounts which were actually past due or unpaid at the time of the suspension.

Any appeal must be submitted in writing to the MLS Board of Directors (MLS Inc. Added Rule).

Section 6.0.3 Automatic Payment Procedure L

All Participants and Subscribers are eligible to maintain on file with the MLS a form authorizing the MLS to automatically charge the Quarterly Service Fee to a predetermined credit card or similar charge account. Such charge will be transacted on the 15th of the month the Quarterly Service Fee is considered due (March, June, September and December) (MLS Inc. Added Rule).

Section 6.0.4 Listing Assistance Fee L

For each listing entered into the MLS database by employees of M.L.S., Inc., the Principal Broker of the agency involved will be assessed a fee by M.L.S., Inc. to defray the costs of providing administrative data entry support to the agency. This fee will be an all-inclusive one-time fee which will cover the cost of future updates and/or status changes to the listing for which the fee was paid. The staff shall supply the listing broker with a computer printout for verification of data input. It shall be the responsibility of the listing broker to notify the staff within three (3) business days of any incorrect data as the listing broker remains responsible for the accurate dissemination of information (MLS Inc. Added Rule).

Section 6.0.5 Office and Personal Assistants L

Office Assistants are unlicensed employees of a participants company where that participant is a REALTOR® Member of the MLS and said employees are under the direct supervision of the MLS Participant and the employees must be properly registered and authorized by the MLS. They do not have access to report manager nor do they have access to a personal website or the ability to export data/images.

Personal Assistants are unlicensed assistants who are employed by Subscribers who are under the direct supervision of an MLS Participant and who are properly registered and authorized by the MLS.

Office and Personal Assistants as authorized by the MLS will be assessed an annual Office Assistants Fee in January of each year or in the month the Assistant is added to the Participants firm. No refunds are allowed on any Office Assistant Fee (MLS Inc. Added Rule).

Section 6.0.6 Fees and Charges L

Miscellaneous fees and charges for the Service, including all MLS fees, fines, status changes, etc. including but not limited to the following:

- Quarterly Service Fee - \$260.00
- Late Fee - \$25.00
- MLS Reconnect Fee - \$50.00
- MLS Change of Exemption Status - \$50.00
- Office Assistant Annual Fee - \$50.00
- Agent Assistant Annual Fee - \$50.00
- Staff Assisted Listing Fee - \$25.00
- 'REALTOR® Team' Annual Fee - \$100.00
- 'Non-Sufficient Funds' Returned Check Fee - \$35.00
- Board of Choice Annual Administrative Fee - \$520.00 (Two times the Quarterly Service Fee)
- Active Key Activation Fee - \$80.00
- Electronic Key Activation Fee - \$50.00
- Office Key Activation Fee - \$80.00
- Concierge Key Activation Fee - \$80.00

Fees may be billed to and paid by the individual user/subscriber.(MLS Inc. Added Rule)

SECTION 7 **COMPLIANCE WITH RULES**

Section 7.0 Compliance with Rules - Authority to Impose Discipline M

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

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

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

Section 7.0.1 Discipline and Service Statuses

L

The service status an MLS Participant, Subscriber or User is a right granted for proper conduct and adherence to these rules. Failure to follow the rules as outlined or failure to successfully fulfill any financial obligations of membership including prompt payment of all service fees and fines can result in disciplinary status actions.

The following are the recognized MLS member's statuses (MLS Inc. Added Rule):

- a. Active (A) – An 'Active' member is a Participant, Subscriber or User who is in good standing demonstrating compliance with the rules and payment of fees and fines.
- b. Suspended (S) – A 'Suspended' member is a Participant, Subscriber or User who is in not good standing demonstrating failure to fully comply with the rules and/or timely pay all fees and fines. A 'Suspended' member will have all MLS services including Key, Lockbox access and MLS access temporarily turned off pending resolution of the matter which caused the suspension. A 'Suspended' member who has listings in the MLS shall retain ownership of those listings but will not have access to make edits or changes as per Section 1.13. A

'Suspended' member is still responsible for all fees and fines that may occur during the time of the suspension and maintains the obligation to continue to pay for all suspended services.

- c. Terminated (T) – A 'Terminated' member is a Participant, Subscriber or User who is no longer allowed to hold membership due to not being in good standing for failure to fully comply with the rules and/or timely pay all fees and fines. A 'Terminated' member loses all MLS services including Key, Lockbox access and MLS access. A 'Terminated' member who has listings in the MLS shall retain limited ownership of those listings as per Section 1.14. A 'Terminated' member is still responsible for all penalties, fees and fines that were outstanding at the point of termination, and any attempt by a 'Terminated' member to seek reinstatement will include resolution of any outstanding obligations.
- d. Inactive (I) – An 'Inactive' member is a Participant, Subscriber or User who exits the MLS Service as a member in good standing as per Section 1.15.

Section 7.1 Compliance with Rules R

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

- a. for failure to pay any service charge, fine or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full
- b. for failure to comply with any other rule, the provisions of Sections 9.0 and 9.1 shall apply

NOTE: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the Multiple Listing Service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the Service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations.

Section 7.2 Applicability of Rules to Users and/or Subscribers O

Non principal brokers, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the Rules and Regulations. Further, failure of any user or subscriber to abide by the Rules and/or sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate

the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant:

NOTE: Adoption of Section 7.2 is optional and should be adopted by multiple listing services desiring to establish authority to impose discipline on non-principal users or subscribers affiliated with MLS members or participants.

SECTION 8 **MEETINGS**

Section 8.0 Meetings R

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

SECTION 9 **ENFORCEMENT OF RULES OR DISPUTES**

Section 9.0 Consideration of Alleged Violations M

The Board of Directors shall give consideration to all written complaints having to do with violations of the Rules and Regulations.

Section 9.1 Violations of Rules and Regulations M

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Board of Directors of the Service, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and Rules & Regulations of the Association of REALTORS® within twenty (20) days following receipt of the Directors' decision.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the Board of Directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the Professional Standards Committee of the Association of REALTORS® for processing in accordance with the professional standards procedures of the Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Association of REALTORS®.

Section 9.2 Complaints of Unethical Conduct **M**

All other complaints of unethical conduct shall be referred by the Board of Directors of the Service in the Association of REALTORS® for appropriate action in accordance professional standards procedures established in the Association's Bylaws.

SECTION 10
CONFIDENTIALITY OF MLS INFORMATION

Section 10.0 Confidentiality of MLS Information **M**

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

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

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

SECTION 11
OWNERSHIP OF MLS COMPILATION* AND COPYRIGHT

Section 11.0 Authority to Use Data **M**

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

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

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

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
4. Have no actual knowledge of any complained-of infringing activity.

5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.

6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

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

Section 11.1 Copyright R

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

Section 11.2 Display M

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

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

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

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

SECTION 12
USE OF COPYRIGHTED MLS COMPILATION

Section 12.0 Distribution R

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

Section 12.1 Display **M**

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

Section 12.2 Reproduction **M**

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

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for client and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations (MLS Inc. has adopted Option #1 of this Mandatory NAR Rule).

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

SECTION 13 **USE of MLS INFORMATION**

Section 13.0 Limitations on Use of MLS Information

M

Use of information from MLS compilation of current listing information, from the Association's statistical report, or from any sold or comparable report of the Association or MLS for public mass-media advertising by an MLS Participant or in other public representations, may not be prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Association or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice (MLS Inc. has adopted Option #1 of this Mandatory NAR Rule):

Based on information from the Northwest Louisiana Association of REALTORS® for the period (date) through (date).

SECTION 14 **CHANGES IN RULES AND REGULATIONS**

Section 14.0 Changes in Rules and Regulations

M

Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Board of Directors of the Multiple Listing Service, subject to final approval by the Board of Directors of the Northwest Louisiana Association of REALTORS® (shareholder).

SECTION 15 **ARBITRATION OF DISPUTES (FOR OPEN MLS's)**

NOTE: *Section 15 of the National Association of REALTORS® Model MLS Policy has not currently been adopted by MLS, Inc. as this MLS is not an 'Open MLS'.*

SECTION 16 **STANDARDS OF CONDUCT FOR MLS PARTICIPANTS (FOR OPEN MLS's)**

NOTE: *Section 16 of the National Association of REALTORS® Model MLS Policy has not currently been adopted by MLS, Inc. as this MLS is not an 'Open MLS'.*

SECTION 17 **ORIENTATION**

Section 17.0 Orientation

M

Any applicant for MLS Participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8)

classroom hours devoted to the MLS Rules and Regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided.

Section 17.0.1 Orientation Class **L**

The only current class that fulfills the terms outlined in the MLS, Inc. Bylaws (Article 4) and/or the Orientation described above in Section 17.0 is 'MLS Rules & Procedures' (MLS Inc. Added Rule).

Section 17.0.2 MLS Rules & Procedures **L**

'MLS Rules & Procedures' is currently a 3.0 hour continuing education class and has been approved by the Louisiana Real Estate Commission (LREC). It is only recognized when taught by an approved instructor who is an active member or staff person of MLS, Inc. (MLS Inc. Added Rule).

NOTE: To receive LREC approved continuing education for this class the class must be taken in-person per LREC rules.

Section 17.0.3 On-Going Training Requirement **L**

In recognition of on-going changes in technology and the MLS platform, it is a requirement that all Participants and Subscribers of the Service take continuing education as part of their membership in the MLS. Beginning with the three-year cycle from January 1, 2012 through December 31, 2014 all members are required to complete the current approved MLS Rules & Procedures class as defined in Section 17.0.2 at least once during the prescribed three-year period. Thereafter each Participant or Subscriber will be required to show completion in each successive three-year cycle (1/1/15-12/31/17, 1/1/18-12/31/20, etc.) (MLS Inc. Added Rule).

Section 17.0.4 Enforcement **L**

Failure to comply with either the initial Orientation requirement as outlined in Section 17.0 or the On-Going Training requirement as outlined in Section 17.0.3 shall result in suspension of all MLS services until successful completion of the required course is demonstrated (MLS Inc. Added Rule).

SECTION 18 **INTERNET DATA EXCHANGE (IDX)**

Section 18.0 IDX Defined **M**

IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants.

Section 18.1 Authorization **M**

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

Section 18.2 Participation **M**

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants (MLS Inc. has adopted Option #4 of this Mandatory NAR Rule).

Section 18.2.0.1 Types of IDX/RETS Feed **L**

This MLS currently provides the following types of IDX/RETS feed service (MLS Inc. Added Rule):

- a. Back Office Feed – This type of IDX/RETS feed provides all listing statuses available by the Service. This includes: 'Active', 'Rent', 'Contingent', 'Pending', 'Sold', 'Rented', 'Expired', 'Withdrawn', 'Offer/Bid Accepted' and 'Hold'. This type of IDX/RETS feed does not allow the public display of any data. This IDX/RETS feed service is only available for MLS Participants and requires an annually approved 'IDX User Agreement for RETS Feed' and payment of all related fees. M.L.S., Inc. reserves the final right of approval on any proposed vendor Agreement.
- b. Syndication Feed – This type of IDX/RETS feed provides the 'Active', 'Rent' and 'Contingent' statuses for a specific Participant or Subscriber to have access to their own listings. 'Pending' status is available upon request by the Participant with this IDX/RETS feed. This type of IDX/RETS feed does allow for the public display of any data transmitted. This IDX/RETS feed service is available for MLS Participants and Subscribers and requires an annually

approved 'IDX User Agreement for RETS Feed' and payment of all related fees. M.L.S., Inc. reserves the final right of approval on any proposed vendor Agreement.

- c. IDX/RETS Feed – This type of IDX/RETS feed provides the 'Active', 'Rent' and 'Contingent' statuses for all listings available by the Service. This includes: 'Active', 'Rent' and 'Contingent'. 'Pending' status is available upon request by the Participant with this IDX/RETS feed. This type of IDX/RETS feed does allow for the public display of any data transmitted. This IDX/RETS feed service is available for MLS Participants and Subscribers and requires an annually approved 'IDX User Agreement for RETS Feed' and payment of all related fees. M.L.S., Inc. reserves the final right of approval on any proposed vendor Agreement.
- d. Participants Sold Feed – This type of IDX/RETS feed provides only the past three years of limited publicly 'Sold' and 'Rented' data including the following data fields: (a) Sale Price; (b) Close Date; (c) Complete Address; (d) GEO#. This type of IDX/RETS feed does allow the public display of any data transmitted. This IDX/RETS feed service is only available for MLS Participants and requires an annually approved 'IDX User Agreement for RETS Feed' and payment of all related fees. M.L.S., Inc. reserves the final right of approval on any proposed vendor Agreement.

NOTE: All 'IDX User Agreement for RETS Feed' agreements are administered by MLS Staff and ultimately approved by the MLS Administrative Committee. Any issue or Appeal of an IDX service agreement shall be made in writing to the MLS Board of Directors.

Section 18.2.1 Notification

M

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 18.2.2 Use

M

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.

Section 18.2.2.1 Use For Advertising

L

As expressed in NAR Policy Statement 7.98, this MLS gives Participants the ability to authorize electronic display of their listings by other Participants outside the context of the Internet Data Exchange (IDX) policy and rules and the Virtual Office Website (VOW)

policy and rules. Such authorization must be obtained directly from other Participants and is not granted or assumed as a right under IDX or VOW policy and rules.

Electronic display and distribution pursuant to this policy contemplates, but is not limited to, Short Message Services (SMS)/texting technologies, and interactive 'social media'. All electronic displays and/or distribution of other participants' listings conducted with permission pursuant to this policy must comply with state law and regulations and applicable rules.

Section 18.2.3 Listing Information **M**

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

Section 18.2.4 Display **M**

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

Section 18.2.5 Refresh Rate **M**

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

Section 18.2.6 Distribution **M**

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

Section 18.2.7 Identification **M**

Any IDX display controlled by the Participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For

purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

Section 18.2.8 Display Restrictions **M**

Any IDX display controlled by a participant or subscriber that:

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

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

Section 18.2.9 Data Correction **M**

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

Section 18.2.10 Data Co-Mingling **M**

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

Section 18.2.11 Cannot Modify Other Participants Listings

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

Section 18.3 Display M

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

NOTE: All of the following rules (*18.3.1 through 18.3.16*) are optional but, if adopted, cannot be modified.

Section 18.3.1 Data Fields O

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

Section 18.3.1.1 Type of Agreement May Not Be Displayed O

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

Section 18.3.3 Listing Firm Identified O

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

Section 18.3.4 Listing Agent Identified O

NOTE: Section 18.3.4 of the National Association of REALTORS® Model MLS Policy has not currently been adopted by MLS, Inc.

Section 18.3.5 Website Displays

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

Section 18.3.7 MLS as Source

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

Section 18.3.8 Use Statement

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

Section 18.3.9 Data Downloads

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

Section 18.3.10 Right to Display

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

Section 18.3.11 Separate Display

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained

from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

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

Section 18.3.12 Prohibited Display

Display of expired, withdrawn, and sold listings* is prohibited.

*NOTE: If 'sold' information is publically accessible, display of 'sold' listings may not be prohibited.

Section 18.3.13 Prohibited Information

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

Section 18.3.14 Data Security

Participants are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS.

Section 18.3.15 MLS Right to Audit

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

Section 18.3.16 Advertising

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be

presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party (MLS Inc. has adopted Option #2 of this Optional NAR Rule).

Section 18.4 Service Fees and Charges **O**

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

Section 18.4.1 Fees Schedule **L**

IDX/RETS Service fees are billed on an annual basis each July and may be prorated as needed for new Subscribers. IDX/RETS transfer requests are billed at the point of the transfer. All IDX/RETS service fees are not refundable. Current IDX/RETS service fees and fines include but are not limited to the following:

- Back Office Feed IDX/RETS Annual Service Fee - \$250.00
- Syndication Feed IDX/RETS Annual Service Fee - \$250.00
- IDX/RETS Feed IDX/RETS Annual Service Fee - \$250.00
- Participant's Sold Feed IDX/RETS Annual Service Fee - \$1,500.00
- Late Fee - \$25.00
- IDX/RETS Reconnect Fee - \$50.00
- IDX/RETS Transfer Fee - \$100.00
- 'Non-Sufficient Funds' Returned Check Fee - \$35.00

Fees may be billed to and paid by the individual user/subscriber.(MLS Inc. Added Rule).

SECTION 19
VIRTUAL OFFICE WEBSITES (VOWs)

Section 19.0 Mandatory Rule **M**

NOTE: Adoption of Sections 19.1 through 19.14 is mandatory.

Section 19.1 VOW Defined **M**

Any IDX display controlled by a participant or subscriber that:

- 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 19.2 Data Display M

- 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.

Section 19.3 Data Retrieval M

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

- i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
 - iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
 - v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database.
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

Section 19.4 Contact Information M

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

Section 19.5 Data Security M

A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A

participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

Section 19.6 Ability to Request Listings Not Displayed **M**

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

Seller Opt-out Form

1. Check one.

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

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

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

Initials of Seller

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

Section 19.7 Mandatory Rule **M**

- 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 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 19.8 Correcting Data **M**

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 19.9 Data Refresh **M**

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every twelve (12) hours.

Section 19.10 Distribution **M**

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 19.11 Privacy Policy Display **M**

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.

Section 19.12 Ability to Exclude Listings **M**

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

Section 19.13 Notify of Intent to Operate a VOW **M**

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

Section 19.14 Multiple VOWs **M**

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

NOTE: *Adoption of Sections 19.15 through 19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participants' use of MLS listing information in providing brokerage service through all other delivery mechanisms.*

Section 19.15 Search or Display Restrictions **O**

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

- a. Expired and withdrawn listings

NOTE: *Due to the 2015 changes in IDX policy and the requirement that participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending (“under contract”) listing on VOW sites..*

- b. the compensation offered to other MLS participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller’s and occupant’s name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- f. sold information

NOTE: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15(f) must be omitted.

Section 19.16 Listing Data Integrity

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

Section 19.17 Listing Data Disclaimer

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

Section 19.18 Listing Firm Information

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

Section 19.19 Listing Data Retrieval Limits

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

NOTE: The number of listings that may be viewed, retrieved or downloaded should be specified by the MLS in the context of this rule, but may not be fewer than one hundred (100) listings or five percent (5%) of the listings in the MLS, whichever is less.

NOTE: *Adoption of Sections 19.20 through 19.25 is at the discretion of the MLS. It is not required that equivalent requirements be established related to other delivery mechanisms.*

Section 19.20 Passwords

A participant shall require that Registrants' passwords be reconfirmed or changed every **120 days**.

NOTE: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

Section 19.21 Advertising

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

Section 19.22 Source of Listing Identified

NOTE: Section 19.22 of the National Association of REALTORS® Model MLS Policy has not currently been adopted by MLS, Inc.

Section 19.23 Separate Searches

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 19.24 License Agreement

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

Section 19.25 Affirmative Directions

Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours.

Section 19.3 Service Fees and Charges

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

Section 19.3.1 Fees Schedule

VOW Service fees are billed on an annual basis each July and may be prorated as needed for new Subscribers. All VOW service fees are not refundable. Current VOW service fees and fines include but are not limited to the following:

- VOW Annual Service Fee - \$750.00
- Late Fee - \$25.00
- IDX Reconnect Fee - \$50.00
- 'Non-Sufficient Funds' Returned Check Fee - \$35.00

Fees may be billed to and paid by the individual user/subscriber.(MLS Inc. Added Rule).

SECTION 20
KEY & LOCKBOX SYSTEM

Section 20.0 Eligibility

No MLS Participant, Subscriber or User shall be required to purchase Key or Lockbox services as a requirement for membership. Key and Lockbox services are voluntary choices available to MLS members.

The following MLS membership categories are eligible for Key and Lockbox services subject to their execution of a lease agreement direct with the current approved MLS vendor for Key and Lockbox services. (MLS Inc. Added Rule).

- a. Participants
- b. Subscribers
- c. Appraiser Trainees
- d. Office Assistants (only if licensed)
- e. REALTOR® Board of Choice Key Members
- f. Home Inspectors
- g. Wood Destroying Insect Inspectors

NOTE: Public Service Subscribers and Personal Assistants are not eligible for Key and Lockbox services.

Section 20.1 Key Service

L

The MLS shall offer Key and Lockbox services through a master agreement with a vendor approved and contracted by the MLS to provide services to all the members of the MLS and the Northwest Louisiana Association of REALTORS®.

The following Key services are currently available to MLS members:

- a. Electronic Key – This version of Key service involves access through use of the member’s smart phone technology.

Available to all eligible categories of members.

NOTE: This is the only Key service available to Home Inspectors and Wood Destroying Insect Inspectors.

- b. Active Key – This version of Key service involves access through use of a separate piece of technology hardware leased by the member.

Available only to Participants of the MLS.

- c. Office Key – This version of Key service involves access through use of a separate piece of technology hardware leased by Participants of the MLS for use as an emergency back-up office key. Use of an Office Key is only authorized for

those persons who currently have leased Key services (i.e., an Office Key cannot be used by unlicensed personnel or by persons not currently paying for Key service). The Participant assumes all liability for Key use at all times.

Available only to Participants of the MLS.

- d. Concierge Key – This version of Key service involves access through use of a separate piece of technology hardware leased by Participants of the MLS for use by a Participant to provide services to clients related to home improvements and listing services. The Participant assumes all liability for Key use at all times.

NOTE: This Key requires use of a ‘Call Before Showing’ code which is the responsibility of the Listing Agent/Broker to obtain and issue to the user of the Key to clarify liability and authorization to enter a property.

Available only to Participants of the MLS.

The MLS shall strive to provide the most modern and technological sound solutions for the MLS members, and may from time to time change the services available or the vendor as the MLS Board deems appropriate to serve the needs of the membership. (MLS Inc. Added Rule).

Section 20.2 Exclusive Use L

A leased Key will be for the exclusive use of the Lessee only and shall not be sold or loaned to anyone, at any time, for any purpose. (MLS Inc. Added Rule).

Section 20.3 Fine for Misuse L

The penalty for allowing use of a Key by any person other than the Key holder is:

- a. First Offense - \$2,500.00
- b. Second Offense - \$5,000.00
- c. Third Offense - \$7,500.00 Includes Automatic Suspension pending Termination Hearing*

**3rd Offense Suspension is not Appealable as Hearing is the Appeal*

NOTE: There is no time limit on these fines (life cumulative) and they apply to all versions of Keys offered by the Board and current Key vendor. (MLS Inc. Added Rule).

Section 20.4 Permission

Entering a property without permission is viewed as a very serious offense. Before using a Key to enter a listed property, the User or the Participant who will be the one to enter the property must secure permission from either the property owner, the Listing Agent representing the property owner, or have properly scheduled an appointment through the MLS's showing service to enter such property. Failure to do so could result in a fine, suspension or both.

The penalty for entering a property without Permission as defined above is:

- a. First Offense - \$1,000.00
- b. Second Offense - \$2,500.00
- c. Third Offense - \$5,000.00 Includes Automatic Suspension pending Termination Hearing*

**3rd Offense Suspension is not Appealable as Hearing is the Appeal*

NOTE: There is no time limit on these fines (life cumulative). (MLS Inc. Added Rule).

Section 20.5 Lease Requirement L

Each REALTOR® using a Key is required to sign a Lease with the current Key vendor. The lease shall outline the cost, responsibilities and liabilities of the Participant or Subscriber. In accordance with the terms and conditions of the lease, a non-refundable one-time activation fee will be required on all Keys. (MLS Inc. Added Rule).

Section 20.6 Key Billing L

All fees shall be billed and collected by the current Key vendor as agreed to in the lease. Failure to pay constitutes a violation of the lease and will result in termination of the lease and the Keys leased to the user and/or Participant shall be returned to MLS, by the user or participant within ten (10) days. (MLS Inc. Added Rule).

Section 20.7 Key Return L

In the event a Participant or user leaves active status the Key shall be returned to the MLS office within three (3) business days. Upon change in member status, service will be immediately terminated. For Electronic Key service this will stop any future billing. If an Active Key has been leased, the Key hardware must be returned to the MLS Office and then the lease will be terminated. Any unused portion of any fee for the use of the Service previously paid will be forfeited by the Key holder to the Key vendor. Each Participant is to report any changes in the status of Subscribers, and Users must insure the return of the Key to MLS within three (3) business days. (MLS Inc. Added Rule).

NOTE: Key services may be temporarily suspended for all Key holders associated with a Participant who changes status, pending the resolution of a new Participant or the closure of the Brokerage.

Section 20.8 Lockbox Ownership L

The Lockbox system is provided as a service for the Users of the MLS. No Participant or Subscriber is required at any time to own or use the MLS Lockbox system. The MLS makes available Lockboxes for use by MLS Users. Participants or Subscribers can lease MLS, Inc. Lockboxes which shall be registered with the service, but all Lockboxes remain the property of MLS, Inc. at all times. (MLS Inc. Added Rule).

Section 20.8.1 Lockbox Status L

All MLS, Inc. Lockboxes shall be registered with the Service at all times. Lockboxes shall be registered with by leasing Participant or Subscriber at the time of lease and can be transferred at any time with the permission of the Registered Lessee to any other MLS Participant or Subscriber through notice in writing to the MLS. (MLS Inc. Added Rule).

Section 20.8.2 Lockbox Transfer L

In the event a Participant or Subscriber transfers from one company to another, they are responsible for notifying the MLS Service about all Lockboxes currently assigned to that User within five (5) business days. No key service will be authorized for the User at the new company until all currently active Lockboxes have been accounted for and either properly transferred, returned to MLS, Inc. or moved to 'Unassigned' status. (MLS Inc. Added Rule).

NOTE: Any Lockbox 'Unassigned' in the Lockbox system is not eligible for exchange or transfer and shall become the property of the MLS upon discovery.

Section 20.8.3 Lockbox Return L

In the event a Participant or Subscriber leaves active status, they are responsible for notifying the MLS Service about all Lockboxes currently assigned to that User within five (15) business days. All active Lockboxes will be either properly transferred at the direction of the Lockbox Lessee, returned to MLS, Inc., or moved to 'Unassigned' status after five (15) business days. (MLS Inc. Added Rule).

NOTE: Any Lockbox 'Unassigned' in the Lockbox system is not eligible for exchange or transfer and shall become the property of the MLS upon discovery.

Section 20.9 Key Replacement L

Should Key be lost, replacement cost will be charged according to the Replacement Cost Schedule in the Key holder Lease. If the Key holder has purchased 'Lost and Theft Insurance', there will be no charge for a new Key. (MLS Inc. Added Rule).

Section 20.10 Lockbox Authorization L

For each listing that a Lockbox is placed upon, Participant shall keep on file authorization from the owner and/or tenant or both, as necessary. (Authorization may be included in the listing agreement.). (MLS Inc. Added Rule).

Section 20.11 House Keybox Rules L

Failure to return the house key to the Lockbox and/or the Keybox container to the Lockbox shall result in a fine. If both are not returned it constitutes on violation. (MLS Inc. Added Rule).

Section 20.12 Lockbox Reporting L

Offices are required to report to the MLS office and document any theft or problems with missing articles resulting, possibly, from a Lockbox being on a property, and further, require that these Lockboxes be read. (MLS Inc. Added Rule).

Section 20.13 Participant Key Reporting L

The Participant is required to submit a written report to the MLS office of any misuse of a Key by a user in his/her firm. (MLS Inc. Added Rule).

Section 20.14 Key Misuse Reporting L

Any Participant or User is required to notify the MLS immediately if he/she becomes aware of any unauthorized use of a Key by any person. (MLS Inc. Added Rule).

Section 20.15 Penalty Appeal Rights L

Any Participant or User who is assessed a fine and/or penalty shall have the right to appeal in accordance with Section 9. (MLS Inc. Added Rule).

Section 20.16 Service Appeal Rights L

If issuance of a Key is denied, this may be appealed to the Executive Committee of the MLS Board of Directors. (MLS Inc. Added Rule).

Section 20.17 Lockbox Reporting L

A Loaner Key can be issued to a Participant or User for use for a period of three (3) business days. A fee of \$25.00 per day will be charged for any Loaner Key not returned within the 72 hours. (MLS Inc. Added Rule).

Section 20.18 Additional Participant Keys L

Any Participant, at their discretion, may lease additional ActiveKeys for use as an Office Key and/or a Concierge Key. (MLS Inc. Added Rule).

SECTION 21 **CENTRALIZED SHOWING SYSTEM (CSS)**

Section 21.0 CSS Description L

The Centralized Showing Service (CSS) is a separate company that provides an additional service and assists our Realtors in making homes easier to show. It provides one central phone number to call when scheduling all appointments and includes canceling or rescheduling appointments. The convenience results in more showings and is a quick and an efficient use of time. All CSS information is deemed reliable, but not guaranteed (MLS Inc. Added Rule).

Section 21.0.1 CSS Access L

The following MLS membership categories are eligible for CSS services. (MLS Inc. Added Rule).

- a. Participants
- b. Subscribers
- c. Appraiser Trainees

NOTE: Home Inspectors, Wood Destroying Insect Inspectors, Public Service Subscribers and Personal Assistants are not eligible for CSS services.

Section 21.1 CSS Registration L

REALTORS[®] enroll in the CSS Service by completing a CSS enrollment form. The REALTOR[®] assumes full responsibility for all information printed and all unauthorized access to their website (MLS Inc. Added Rule).

Section 21.2 CSS Log In/Password L

To log in to the CSS website the REALTOR® must use a private password which is not to be distributed to any other agent, seller or member of the public. Violation of this policy will result in immediate termination of CSS website service and potential termination of CSS services (MLS Inc. Added Rule).

Section 21.3 CSS Showings L

No property should be shown without a showing appointment. Canceling or rescheduling appointments is to be done through CSS.

There are three basic types of showings:

1. Go – Used for vacant homes.
2. Courtesy – Call and leave a message about the appointment, but the agent is OK, to show this property.
3. Appointment Required – An approval must be given prior to the showing appointment.

When CSS is called, they will verify password information, ask for the address of the property and the requested time of the showing (MLS Inc. Added Rule).

Section 21.4 Showing Instructions L

All MLS Participants and Subscribers shall provide CSS with Showing Instructions within three (3) business day for each listing placed on the MLS (MLS Inc. Added Rule).

Section 21.5 Showing Agent L

All CSS showing appointments must be scheduled by a specific, licensed MLS User account. 'Team' log-ins or any other form of multi-user accounts cannot be used to schedule a CSS appointment (MLS Inc. Added Rule).

SECTION 22 **MLS POLICY**

Section 22.0 Passwords L

A User Name and Password will be for the exclusive use of the Participant only and shall not be given to anyone or allowed to be used by anyone other than the Participant, at any time, for any purpose (MLS Inc. Added Rule).

Section 22.1 Password Security L

Passwords will be changed every 180 days (MLS Inc. Added Rule).

Section 22.2 Participation Agreement L

MLS services are contracted and sold on a quarterly basis (three-month period) and are payable in advance of each quarter as described above. Payment of quarterly Service fees constitutes acceptance of current MLS Rules and Procedures in effect at that time and any changes that may occur as required by the National Association of REALTORS® or the MLS Board of Directors. (MLS Inc. Added Rule).

SECTION 23 **MLS FINES AND PENALTIES**

Section 23.0 Adherence to Rules L

Adherence to the Rules and Procedures of the MLS are core to maintaining quality data, protecting the public and REALTOR® interests, and insuring all members respect the integrity of the MLS service.

The following fines and penalties have been established to help maintain fairness and order among all participants. They are imposed upon Participants for violation of these MLS Rules and Regulations (MLS Inc. Added Rule).

Section 23.1 Fine Dates L

Fines are automatic and all correspondences concerning fines and fees must include an exact date for the fine to be paid to avoid suspension (MLS Inc. Added Rule).

Section 23.2 Right of Appeal L

Any Participant who is assessed a fine shall have the right of appeal in accordance with Section 9 unless noted otherwise. All appeals must be made in writing to the MLS Administrative Committee within twenty (20) calendar days of notification of the fine. (An appeal shall delay any penalty or suspension pending the final action of the appeal. Failure to timely file an appeal shall be a forfeit of the right to appeal and any fine(s) shall be assessed and due.

Notification is defined as the date the Notice is transmitted to the Violator and their sponsoring Broker. Appeals of any MLS Administrative Committee decisions are made to the MLS Board of Directors (MLS Inc. Added Rule).

Section 23.3 Fine Status L

A fine is considered a 1st, 2nd, 3rd or 4th Offense as noted below when either:

(a) the fine is paid by the violator; or

(b) the fine is upheld on Appeal by the MLS Administrative Committee

(MLS Inc. Added Rule)

Section 23.4 Password Fines L

Unauthorized use of a password or account is viewed as a serious offense.

Allowing use of a password and/or and account shall result in the following fines:

1st Offense (lifetime)	\$250.00
2nd Offense (lifetime)	\$500.00
3rd Offense (lifetime)	\$1,000.00
4th Offense (lifetime)	Automatic Suspension Pending Termination Hearing*

**4th Offense Suspension is not Appealable as Hearing is the Appeal*

(MLS Inc. Added Rule)

Section 23.5 IDX Fines L

Proper use and adherence to MLS IDX Policies is vital to the success of listing distribution.

Violations of IDX Policies and Agreements are assessed on a per IDX Vendor basis. Violation shall result in the following fines:

1st Offense (lifetime)	Warning Letter to IDX Subscriber (copy to Broker)
2nd Offense (lifetime)	\$250.00 fine to IDX Subscriber (copy to Broker)
3rd Offense (lifetime)	\$500.00 fine to IDX Subscriber

\$500.00 fine to Broker
IDX Subscriber Automatic Suspension
Pending Termination Hearing*

4th Offense (lifetime)

\$1,000.00 fine to IDX Subscriber
\$1,000.00 fine to Broker
IDX Subscriber Service Terminated

**3rd Offense Suspension is not Appealable as Hearing is the Appeal*

(MLS Inc. Added Rule)

Section 23.6 MLS User/Entry Penalty Actions

L

The following actions create a penalty/fine based on actions of individual agents or brokers (not firm) in violation of these MLS Rules & Procedures. All fines are assessed according to the provisions above and authorized by Section 7.0 (d) and Section 9.1 of these rules. They include but are not limited to:

- Failure to include a specific contact List or Co-List as required by these rules (Section 1.0.1.1)
- Failure to submit listings or status change within three (3) business days as required by these rules (Section 1.0, 1.3.1, 1.4, 2.5, 2.5.1, 2.8)
- Failure to report a cancellation of a pending sale immediately as required by these rules (Section 2.8)
- Failure to submit offers, contingencies or status change within twenty-four (24) hours as required by these rules (Section 2.6)
- Failure to report status changes on a limited service listing within twenty-four (24) hours as required by these rules (Section 2.5.2)
- Failure to maintain an accurate listing status within the prescribed time limits and codes required by these rules (Section 1.2.16)
- Inclusion of any contact information for any listing office or agent or any person not specifically authorized to be included by these rules in the Public remarks section. (This includes any telephone numbers, any names of persons or companies, any email address, any website, etc.) (Section 1.0.4, 5.0.1.1, 18.3.13)

- Failure for a Limited Service MLS Only Listing to include the Owner contact information as required by these rules in the Agent remarks section. (Section 1.0.5)
- Failure to include ‘the appropriate code or symbol as required for Limited Service Listings and MLS Only Listings in the compilation (Section 1.2.1, 1.2.2)
- Failure to include ‘the appropriate code or symbol as required as part of the listing of compensation (Section 1.2.7)
- Failure to disclose potential short sale in the Agent Remarks and/or in the type of Sale Field (Section 5.0.1)
- Failure to report dual/variable rate listing (Section 5.3)
- Failure to submit a ‘Front Exterior’ photo on all properties except land within ten (10) days of the listing being submitted into the MLS (Section 1.2.4)
- Inclusion of any real estate company or real estate agent branded signage, marketing material or any other notable promotional material that is readable or legible in any photo submitted to the MLS (Section 1.2.5)
- Failure to change the status of an ‘Offer/Bid Accepted’ property within fourteen (14) days of the listing being placed into the ‘Offer/Bid Accepted’ category (Section 1.2.16(i))
- MLS General Reminders and other infractions.

(MLS Inc. Added Rule)

Section 23.7 MLS User/Entry Fines L

MLS User/Entry violations as defined above in Section 22.6 shall result in the following fines:

1st Offense (in a calendar year)	\$50.00
2nd Offense (in a calendar year)	\$100.00
3rd Offense (in a calendar year)	\$200.00*
4th Offense (in a calendar year)	Automatic Probationary Status Pending 60-day Paid Suspension Hearing**

**Mandatory Attendance at next NWLAR MLS Rules & Procedures Class for no CE Credit - Failure to attend will result in immediate suspension pending attendance at an NWLAR MLS Rules & Procedures Class*

***4th Offense Suspension is not Appealable as Hearing is the Appeal*

(MLS Inc. Added Rule)

Section 23.8 Correction of Error



The intent of this Section of rules is to encourage data to be maintain as timely and as accurately as possible. Payment of any penalty is required to avoid risk of Service suspension but correction of the original error is the ultimate goal. As such, all penalty payments will be held by the Service pending verification the action which resulted in the original penalty issue has been resolved. Failure to resolve the entry error or related cause of action for the original penalty may result in additional penalties and/or Service suspension until all items can be resolved (MLS Inc. Added Rule).
