



**REALTOR<sup>®</sup>**

**Rules and Regulations**

**Multiple Listing Service**

**REALTOR<sup>®</sup> Association of Franklin and Gulf Counties, Inc.**

**NAR Compliance 2022**

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**Rules and Regulations  
for the  
Multiple Listing Service  
of the  
REALTOR® Association of Franklin and Gulf Counties**

**Introduction  
Purposes**

A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law); by which cooperation among Participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease).  
(Amended NAR 1/07)

**Service Area**

The area within which the Service shall function shall at all times be coextensive with or within the service area of the **REALTOR® Association of Franklin and Gulf Counties**.

**Listing Procedures**

**Section 1: Listing Procedures:**

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license and are located within the service area of the Association, and are taken by Participants on Exclusive Right to Sell and Exclusive Agency listing agreements, shall be delivered to the Multiple Listing Service within **two (2) days** after all necessary signatures have been obtained.

(Revised 5/2019)

- (a) Single family homes for sale or exchange (includes mobile homes when sold with the land)
- (b) Vacant lots and acreage for sale or exchange
- (c) Multi-family residential buildings for sale or exchange
- (d) Commercial property

- **General Guidelines for all photos and categories:** A minimum of one photo is required. The photo must be added within **two (2) days** after all necessary signatures have been obtained. If there is no Main Photo within the two (2) day time frame, the MLS system will place the listing into Hibernation. When in hibernation: no one can see the listing, it will not be available in searches, and it will be pulled from all data feeds until a main Photo has been submitted. The listing office and listing agent will

receive an email notification that their listing has been put into hibernation. As soon as the main photo is submitted, the listing will come out of hibernation.

- Interior pictures may not be used as the main photo for any type of residential property.
- Brokers yard signs may not be included in any photo in the MLS.
- The sellers' have the ability to withhold photographs from the MLS after written authorization is provided to the listing Broker/Agent and then supplied to the RAFGC office within **two (2) days**. A logo will be added when written authorization is received that states "Photo withheld per seller's direction".
- **Any and all photos that are brought to the attention of the RAFGC office as possibly being offensive or inappropriate for display in the MLS will be reviewed by the Board of Directors and their decision as to whether the photo(s) should be removed will be final.**

**A. Listing Photos & Virtual Tours: A minimum of one photo is required.**

- **Residential** – Photo may be a front exterior photo, rendering, aerial photo or water view photo of or from the property. The front exterior photo must show a majority of the front of the home/building. If a rendering, aerial, or water view is used as the main photo (1st position), then a front exterior photo **MUST** be in the 2nd position.
- **Improved Commercial** - Photo may be a front exterior photo, rendering, aerial photo or water view photo of or from the property. The front exterior photo must show a majority of the front of the home/building. If a rendering, aerial, or water view is used as the main photo (1st position), then a front exterior photo **MUST** be in the 2nd position.
- **Lots & Land** – Photo may be a front photo of the subject property, aerial photo, rendering, site plot, plat map or water view photo of or from the property. The front photo must show a majority of the front of the parcel being sold. If an aerial photo, rendering, site plot, plat map or water view photo of or from the property is used as the main photo (1st position), then a front photo of the subject property **MUST** be in the 2nd position. **At least one of the aerial photos MUST delineate the actual property being sold. (Revised 4/2020)**
- **Pre-Construction** – Photo may be a floor plan, architectural rendering, aerial, site plot, plat map or water view photo of or from the property. If a floor plan, architectural rendering, aerial, site plot, plat map or water view is used as the main photo (1st position) then a front photo of the actual property **MUST** be in the 2nd position. **For pre-construction listings, pictures of a similar or previously constructed home may not be used as the main photo.**
- **Virtual Tours** - Photos or virtual tours may not contain company or agent logos, agent photos, commissions, bonuses, any contact information, text, or graphics of any kind in the virtual tour or photo sections, with the exception of copyright © that can not include any agent, team or brokerage branding. The third-party virtual tour vendor's contact information (non-interactive) is the only contact information allowed on Virtual Tours. The virtual tour link may not contain any Participant/Usernames or links to any third-party business or social networking sites.  
**(Revised 4/2019)**

**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:

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

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

The listing agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service (Amended 11/96).

The different types of listing agreements accepted are:

- (a) Exclusive right to sell
- (b) Exclusive agency

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

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

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations. (Amended 4/92)

**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. (Adopted 11/92)

**Section 1.01: Clear Cooperation:**

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19)

**Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This includes listings filed under the following sections of the RAFGC MLS Rules: Section 1 (Listing Procedures), Section 1.3 (Exempted Listings), and Section 1.24 (Coming Soon Listings) if they are being publicly marketed, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.** (Adopted 3/2021)

**Section 1.1: Types of Properties:** Following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker: (Amended 5/05)

- |                                  |   |                                 |
|----------------------------------|---|---------------------------------|
| 1. Residential                   | 2. Residential income                     | 3. Residential Pre-Construction |
| 4. Business opportunity          | 5. Motel/Hotel                            | 6. Commercial income            |
| 7. Subdivided vacant lot         | 8. Mobile homes (when sold with the land) |                                 |
| 9. Industrial                    | 10. Land and ranch                        | 11. Mobile home parks           |
| 12. Residential Long Term Rental |   |                                 |
- (Amended 02/11)

**Note:** Any listing submitted to the RAFGC MLS as a Long Term Rental must represent a fully executed exclusive agreement between the Lessor and the Listing Broker to lease the listed property for a period of at least six (6) months and one (1) day. The agreement must also include the Lessor's authorization to submit the listing to the RAFGC MLS. All Long-Term Rentals must also include the verbiage, "For Lease/Rent Only" at the beginning of the public remarks. Any listing submitted as a Long-Term Rental is subject to all the rules and regulations of the RAFGC MLS.

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

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

**Section 1.2.0: Accuracy of Listing Data**

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (NAR 1/21)

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

Any and all information filed with the Multiple Listing Service must be completed accurately. (Amended 5/10)

**Section 1.3: Exempted Listings:**

If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing ("office exclusive") and a copy of the listing must be filed with the Service within **two (2) Days** after all necessary signatures have been obtained. Office Exclusive Listings will be excluded from all IDX and RETS Feeds. Filing of the listing must also be accompanied by an addendum requesting "Office Exclusive" status, signed by the seller(s). (Amended 5/10)

**Note: MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation.**

**Section 1.4: Request for Anonymity:**

If a Seller requests anonymity which prohibits the Participant from accurately filling out the required fields, verification of the request, signed by the seller, stating that they do not desire that information to be disseminated by the service, must be submitted to the Association office within **two (2) Days** of listing input and a notice must be placed in the "REALTOR® Remarks" stating, "Verification Submitted." (Amended 2/07)

**Section 1.5: Photographs & Graphic Representations Excluded:**

Any seller has the ability to direct that photographs or other graphic representations of their property be withheld from the MLS compilation. If the seller has chosen not to have photographs or other graphic representations of their property appear in the MLS, verification of the request, signed by the seller, stating that they do not desire that Photographs or Graphic representations of their property be disseminated by the service, must be submitted to the Association office **two (2) Days** of listing input and a notice must be placed in the "REALTOR® Remarks" stating, "Verification Submitted."

**Section 1.6: Change of Status of Listing:**

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within **two (2) Days** after the authorized change is received by the listing broker.  
(Adopted 4/08)

**Section 1.7: Closed Sales:**

Sales (closed) information must be filed with the Service within **two (2) Days** of closing date. (For MLS purposes, the closing date is the date on the HUD statement.)  
(Adopted 4/08)

**Section 1.8: Cancellation of Listing Prior to Expiration:**

Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the Service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal. Any cancelled listing may not be entered as new for 30 days if listed with the same brokerage/agent. This does **NOT** apply to cancelled listings that are entered as new by a **different brokerage/agent** and it does **NOT** apply to expired listings. 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. **(Revised 4/2020)**

**Section 1.9: Contingencies Applicable to Listings:**

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

**Section 1.10: Listing Price Specified:**

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction and no listed price is specified in the agreement. (Amended 11/92)

**Section 1.11: Long Term Rental Listing Price Specified:**

The rental price per month stated on the lease agreement will be included in the information published in the MLS compilation as the List Price. (Adopted 5/11)

**Section 1.12: Duplicate Listings:**

All of the MLS Rules and Regulations shall apply to any properties that are listed in the MLS system in more than one category. When a property that has been entered as a duplicate listing goes under contract, one of the listings must be cancelled, in order to maintain the integrity and accuracy of the MLS reports.

**Section 1.13: Long Term Rental Duplicate Listings:**

Duplicate listings of residential property being offered both "For Sale" and "Long Term Rental" are allowed. Each listing must be entered separately and will have its own MLS#. (Adopted 5/11)

**Section 1.14: Listing Multiple Unit Properties:**

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

**Section 1.15: No Control of Commission Rates or Fees Charged by Participants:** The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.



**Section 1.16: Property Addresses:**

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (NAR Adoption 2021)

**Section 1.17: Expiration, Extension, and Renewal of Listings:**

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

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

**Section 1.18: Termination Date on Listings:**

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

**Section 1.19: Service Area:**

Only listings of the designated types of property, located within the service area of the REALTOR® Association of Franklin & Gulf Counties, are required to be submitted to the Service. Listings of property located outside the Association's service area will be accepted if submitted voluntarily by a Participant but cannot be required by the Service. (Amended 11/17 NAR)

**Section 1.20: Listings of Suspended Participants:**

Listings of Suspended Participants: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, the RAFGC MLS shall not provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant shall be advised, in writing, of the intended removal so that the suspended Participant may advise his clients. (Adopted 4/08)

**Section 1.21: Listings of Expelled Participants:**

When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS 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 Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges,— the RAFGC MLS shall not 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 shall be advised, in writing, of the intended removal so that the expelled Participant may advise his clients. (Adopted 4/08)

**Section 1.22: Listings of Resigned Participants:**

When a Participant resigns from the MLS; the RAFGC MLS shall not provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of resigned Participant's listings from the MLS, the resigned Participant shall be advised, in writing, of the intended removal so that the resigned Participant may advise his clients. (Adopted 4/08)

**Section 1.23: Listings of Reciprocal Users:**

If a Participant in good standing resigns from the MLS and chooses to become a Reciprocal User, the Participant's listings may be grandfathered in, providing the listings were entered into the MLS system 30 days prior to the date that the Association office received notification from the Participant to inactivate the Participant's MLS access. (Amended 2/07)

**Section 1.24: Listing of Pre-Construction Homes:**

Pre-construction homes may be listed under a Residential property type **other than pre-construction** (detached single family, attached single family, condominiums, etc.) if a permit exists at the time the listing is entered into the MLS. **If a permit exists**, the listing must include the following: list price must be for both the residential structure and the lot. Disclosure of the "Construction Start Date" and "Projected Completion Date" is mandatory in the Public Remarks. If requested, documents validating the permit must be provided to the RAFGC office within **two (2) Days**. **If no permit exists**, then the property must be entered as the residential property type, Pre-Construction. (Amended 7/13)

**Section 1.25: Temporarily Withdrawn Listings:**

If a Seller requests that a listing be withdrawn from the service on a temporary basis, the Agent must submit a Modification to Listing form to the RAFGC office within **two (2) Days**. The form must be signed by all parties and include the start and end date that the seller has requested the property be temporarily taken off market. **The end date cannot exceed 60 days from the date the seller signed the modification.** "Verification Submitted" must be placed in the REALTOR remarks. (Amended 8/17)

**Section 1.26: Square Footage, Beds & Baths:**

All square footage, beds, and baths in the MLS must be documented through public records or through documentation provided by a properly licensed 3rd party such as an appraiser, ~~home inspector~~, builder, architect, etc. In the MLS, the Accessory Dwelling Units square footage, beds, and baths may not be included in the living square footage, beds, and baths for the Primary Dwelling. The Accessory Dwelling Units information may be added to the Public and Realtor Remarks. If an inaccuracy is received, the agent must provide the association with the documentation within **two (2) Days**. If using

information from a licensed 3rd party, "Verification Submitted" must be placed in the REALTOR remarks. (Adopted 5/22)

**\*\*\*An Accessory Dwelling Unit is an ancillary or secondary living unit that can NOT be accessed through the Primary Dwelling.**

**Section 1.27: Coming Soon Listings:**

"Coming Soon" Listings are MLS Property listings entered into the service as a pre-showing temporary status where the seller/lessor is not soliciting offers through the MLS. The property is not available for showing but the listing contract between the seller/lessor is in effect. "Coming Soon" listings are only searchable in the MLS system and are not syndicated to the public, are not included in IDX or VOW data feeds, and may not be re-syndicated. The listing agent and seller understand and agree that a "Coming Soon" listing cannot be shown and offers cannot be accepted while the listing is in the "Coming Soon" status. Prior to being entered in the MLS all "Coming Soon" Listings must have a:

1. Valid fully executed listing agreement
2. "Coming Soon Listing Addendum" which the listing agent will be responsible for uploading to the documents section of the system for the "Coming Soon" listing
3. "Projected Active Date"
4. An offer of cooperation and compensation that becomes effective once the "Coming Soon" listing goes Active.

"Coming Soon" listings must be converted to Active Status once the listing reaches the "Projected Active Date". The listing agent can extend the "Projected Active Date" at any time but must upload a new "Coming Soon" Listing Addendum to the listing. "Coming Soon" listings will be included in listing history in the MLS. (Adopted 11/18)

**Section 1.28: Gross Rental Income:**

Gross Rental Income amount must be historical or current data only. All projections may only be placed in the public & REALTOR® remarks.

## **Selling Procedures**

**Section 2: Showings and Negotiations:**

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

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

**Section 2.1: Presentation of Offers:**

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

### **Section 2.2: Submission of Written Offers and Counter Offers:**

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer. (Amended 11/87)

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

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

Cooperating participants or their representatives have the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. They do not have the right to be present at any discussion or evaluation of the offer by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for presentation of offers.

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

### **Section 2.4: Right of Listing Broker in Presentation of Counter-Offer:**

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

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

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

**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 sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.

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

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

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

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

**Note 4:** “Sold Only” Properties, (Closed sales of unlisted property) are not required to be submitted but are allowed to be submitted to the MLS for use as a comparable in order for the other MLS Participants to provide accurate marketing information and better service to their clients/customers. In order for Participants to submit “Sold Only” properties to the MLS for comparable purposes, the authority of the seller or the buyer is required, a copy of the HUD statement must be submitted to the RAFGC office and minimum of one photo must be included (Interior pictures may not be used for the main photo. (Adopted 6/2011)

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

The listing broker shall report to the Multiple Listing Service within **two (2) Days** that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement canceled. (Adopted 4/08)

#### **Section 2.7: Advertising of Listing Filed with the Service:**

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

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

The listing broker shall report within two (2) Days to the Multiple Listing Service the cancellation of any pending sale, and the listing shall be reinstated immediately.

(Adopted 4/08)

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

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

(Adopted 6/10)

**Refusal to Sell**

**Section 3: Refusal to Sell:**

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

**Prohibitions**

**Section 4: Information for Participants Only:**

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:**

Only the "For Sale" sign of the listing broker may be placed on a property. (Amended 11/89)

**Section 4.2: "Sold" Signs:**

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

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

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

**Note 1:**

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 that have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker. This Section is also intended to encourage brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the

protection afforded by this Section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

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

**Section 4.4: Use of the Terms MLS and Multiple Listing Service**

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. (Adopted 4/08)

**Section 4.5: Services Advertised as “Free”:**

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (NAR Adopted 2021)

**Section 4.6: Agent Information:**

All agent/brokerage information in the MLS shall be limited to the “REALTOR® Remarks” section only, which is not for public view. (Amended 10/06)

**Section 4.7: Insurance Costs:**

All dollar amounts stating the present owner’s insurance costs including, but not limited to; flood, wind, homeowners, etc. shall be limited to the “REALTOR® Remarks” section only, which is not for public view. (Adopted 2/19)

**Section 4.8: Use of MLS Username and Password:**

Participants/Subscribers, shall not, under any circumstance, give or share their Username and Password with any individual for the purpose of accessing the REALTOR® Association of Franklin & Gulf Counties MLS system. (Amended 2/07)

**Section 4.9: Use of Automatic Inaccuracy Notification:**

The purpose of the Inaccuracy Notification System is to maintain the accuracy and integrity of the MLS data. Notifications are anonymous and its use is restricted to reporting possible errors in MLS listing information only. Any other use is strictly prohibited. (Adopted 4/08)

**Section 4.10: Sales Remarks:**

All “Sales Remarks” shall be limited to pertinent information regarding the sale of the property, such as Seller/Buyer Concessions, Short Sale, Arm’s Length, etc. No personal comments are allowed. (Adopted 10/11)

**Section 4.11: Square Footage:**

All square footage in the MLS must be documented through public records or through documentation provided by a properly licensed 3rd party such as an appraiser, ~~home~~

~~inspector~~, builder, architect, etc. If an inaccuracy is received, the agent must provide the association with the documentation within **two (2) Days**. If using information from a licensed 3rd party, "Verification Submitted" must be placed in the REALTOR remarks. (Adopted 3/17)

## **Division of Commissions**

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

The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 11/98)

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

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

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

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. (Amended 11/96)



This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 5/10)

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

**Note 2:** The listing broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised. (Amended 4/92)

**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. (Adopted 5/10)

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

**Note 6:** Multiple Listing Services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers; where the sale price is insufficient to pay the total of all liens and costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple Listing Services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they 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 must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers. (Adopted 5/08)

**Section 5.0.1:** Participants must disclose a potential Short Sale (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. (Amended 5/09) When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. (Adopted 6/10)

**Section 5.0.2:** Participants must disclose if a listed property is a Foreclosure, is Bank-owned, or is Real Estate Owned (“REO”). (Adopted 1/12)

**Section 5.1: Participant as Principal:**

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

**Section 5.2: Participant as Purchaser:**

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

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

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

buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/03)

**Section 5.4: Display of Listing Broker’s Offer of Compensation:**

Participants and subscribers who share the listing broker’s offer of compensation for an active listing must display the following disclaimer or something similar.

*The listing broker’s offer of compensation is made only to participants of the MLS where the listing is filed.*

## **Service Fees and Charges**

### **Section 6: Service Fees and Charges:**

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

#### **Section 6.1: Initial Participation Fee:**

A Primary or Secondary Association Member who wishes to be a Participant in the Service shall pay an application fee of \$300.00 which shall be required to accompany each application, and which shall become the property of the Association upon final approval of the application. A Primary or Secondary Association Member who wishes to be a Subscriber in the Service shall pay an application fee of \$250.00 which shall be required to accompany each application, and which shall become the property of the Association upon final approval of the application. A Non-Member who wishes to be a Participant in the Service shall pay an application fee of \$300 which shall be required to accompany each application, and which shall become the property of the Association upon final approval of the application. (Amended 2007)

(A) A Participant making application for a new branch office that has been registered with the DBPR shall pay an application fee of \$100.00, which shall be required to accompany each application, and which shall become the property of the Association upon final approval of the application. (Amended 2007)

#### **Section 6.2: Recurring Participation Fee:**

The annual participation fee of each Primary & Secondary Association Member Participant shall be an amount equal to \$468 times each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. The annual participation fee of each Non-Member Participant shall be an amount equal to \$720 times each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made on or before the first day of each quarter, beginning January 1. Fees shall be prorated on a monthly basis. (Amended 9/10 Adopted 12/17)

However, MLS's must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLS's may, at their discretion, require that broker participants sign a certification for nonuse of its MLS service by their licensees, which can include penalties and termination of the waiver if violated. (Amended 5/18 and 8/18 [NAR Leadership Team])

All MLS fees, dues, and charges, including, but not limited to, initial participation fees, recurring participation fees, listing origination fees, subscription fees, etc., may be assessed to MLS participants or to individual users or subscribers. This does not preclude an MLS participant from being reimbursed by affiliated licensees for fees or charges

incurred on their behalf pursuant to any in-house agreement that may exist. If direct billing of subscribers is utilized, the ultimate responsibility for delinquent dues, fees, and charges is that of the participant, unless an MLS, by adoption of appropriate rules or bylaws, makes subscribers exclusively responsible for such financial obligations.  
(Amended 2/95)

## **Compliance with Rules / Authority to Impose Discipline**

### **Section 7: Compliance with Rules / Authority to Impose Discipline**

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

- a. letter of warning
  - b. letter of reprimand
  - c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
  - d. appropriate, reasonable fine not to exceed \$15,000
  - e. probation for a stated period of time 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
- (Adopted 11/14 NAR)

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

**Note 2:** MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20)

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

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

- a. for failure to pay any service charge or fee within fifteen (15) days of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full
- b. for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

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

### **Meetings**

**Section 8: Meetings of MLS Committee:** The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

#### **Section 8.1: Meetings of MLS Participants:**

The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.

#### **Section 8.2: Conduct of the Meetings:**

The Chairperson or Vice Chairperson shall preside at all meetings or, in their absence; a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee.

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

#### **Section 9: Consideration of Alleged Violations:**

Alleged violations of the MLS Rules and Regulations must be in writing and may be initiated by:

1. MLS Participants (Brokers)
2. MLS Subscribers (Agents)
3. Licensed and unlicensed administrative and clerical staff affiliated with the MLS Participant.
4. RAFGC staff
5. Members of the public

The Committee (Board of Directors) shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors)

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. (Amended 11/20)

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

If the alleged offense is a violation of the rules and regulations of the Service and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the MLS Committee and if a violation is determined, the MLS Committee may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the Professional Standards Committee of the Association in accordance with the bylaws of the Association of REALTOR®. (Amended 2/98)

If, rather than conducting an administrative review, the MLS Committee has a procedure established to conduct hearings, the decision of the hearing tribunal may be appealed to the Board of Directors of the Association of REALTOR®S®. Alleged violations of Section 16 of the rules and regulations shall be referred to the Association's Grievance Committee for processing in accordance with the professional standards procedures of the Association, except that if the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Association. (Amended 2/98)

### **Section 9.1.1: Alleged Violations:**

#### **Minor Violations:**

When an alleged minor violation is received the Participant and the listing agent will be notified by RAFGC staff or through the MLS inaccuracy system. The Participant must correct all errors within **two (2) Days**

#### **Correctable Violations include:**

1. Failure to enter a listing in the correct Area / Sub-Area
2. Failure to enter a listing in the correct Subdivision
3. Failure to report the correct Selling Office and Selling Agent on a closed listing
4. Failure to accurately enter information in the available listing input fields
5. Failure to properly map the listed property
6. Failure to provide the MLS with any documentation requested by the MLS within 2 business days of the request.
7. Failure to upload at least one photo on every listing except where Seller has chosen not to have photographs or other graphic representations of their property appear in the MLS
8. Failure to properly notify the MLS when a part of a listed property was sold
9. Failure to submit verification signed by the Seller on a listing where the Seller refuses to permit the listing to appear in the MLS
10. Failure to accurately complete the Tax ID# field
11. Failure to report a status change (except "Sold"), price change, extension, or any change in terms

**\*Failure to change the listing status to "Sold" within two (2) Days will result in an automatic fine of \$50.**

**\*Cancelled listings entered as new with the same brokerage/agent before the 30-day waiting period will result in an automatic \$50 fine.**

**Failure to Correct a Minor Violation:**

If notification has been sent to the Participant and listing agent and the listing is not corrected within **two (2) Days** the Participant shall be sent an MLS Listing Complaint & Fine Notification. The minimum fine for Failure to Correct a Minor Violation is \$50.

**Prohibited Activities:**

Prohibited Activities carry automatic fines. When a complaint alleges one of the violations listed below, the MLS staff will confirm a violation in fact. If there is no violation the matter is closed. If a violation does exist, an MLS Listing Complaint & Fine Notification will be sent to the Participant and the listing agent. The minimum fine for Prohibited Activity is \$100

1. Sharing a listing filed with the MLS with a broker or firm that is not a Participant in the MLS without the prior consent of the listing broker
2. "For Sale" sign being placed on a property by a Participant other than the listing broker
3. "Sold" sign being placed on a property, **prior to closing**, by a Participant other than the listing broker without the listing broker's consent
4. Soliciting a listing on property filed with the MLS unless such solicitation is consistent with Article 16 of the REALTOR® Code of Ethics, its Standards of practice, and its Case Interpretations.
5. MLS participants, subscribers or licensees affiliated with participants shall not through the name of their firm, their URLs, their e-mail addresses, their websites or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS.
6. MLS participants, subscribers or 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 MLS Participants and subscribers.
7. Placing broker, agent or company information in any MLS field that is viewed by the public. Including, but not limited to public remarks, directions, photos, uploaded documents, virtual tours, etc.
8. Using the Inaccuracy Notification System for purposes other than reporting errors in MLS listing information
9. Adding personal comments to the "Sales Remarks" field which is limited to pertinent information regarding the sale
10. Failure to disclose that a listed property is a Short Sale, Foreclosure, Bank-Owned or Real Estate Owned (REO)
11. Submitting media (photograph, virtual tour, URL, or other media type) of a listed property that includes marketing/ promotional messages made on behalf of the listing broker, seller or a third party company.
12. Failure to enter the correct information when closing a listing.

**Failure to correct Prohibited Activity:**

Once the Listing Complaint & Fine Notification has been sent to the Participant, the correction must be made within **two (2) Days** of the notification. Failure to correct will incur an additional fine of \$100.

### **Serious Violations:**

Serious Violations carry automatic fines. When a complaint alleges one of the violations listed below, the MLS staff will confirm a violation in fact. If there is no violation the matter is closed. If a violation does exist, an MLS Listing Complaint & Fine Notification will be sent to the Participant and the listing agent. The minimum fine for Serious Violations is \$200. Serious Violations include:

1. Failure to input a new listing required to be entered into the system
2. Failure to disclose in customer and REALTOR® remarks that owner or buyer is a licensed real estate broker or agent
3. Failure to disclose a variable/dual rate commission agreement
4. Failure to obtain the owner(s) of record signatures prior to entering the listing
5. Failure to obtain the owner(s) of record signatures for a change in status
6. Failure to abide by showing instructions as stated in the MLS
7. Failure to upload a “Coming Soon” Addendum into the MLS
8. Failure to convert a “Coming Soon” listing to Active upon expiration of Projected Active Date
9. Failure to convert a “Coming Soon” listing to Active if the listing agent/broker schedules a showing or shows the property to a prospective buyer.
10. Failure to abide by the terms and conditions of the “Coming Soon Listing Addendum”.
11. Failure to abide by the Clear Cooperation Policy.

### **Failure to correct Serious Violations:**

Once the Listing Complaint & Fine Notification has been sent to the Participant, the correction must be made within **two (2) Days** of the notification. Failure to correct will incur an additional fine of \$200.

**\*\*\*\*Listings that are in violation of the Clear Cooperation Policy MUST be corrected within 24 hours\*\*\*\***

### **Allowing Unauthorized Access:**

A fine of \$2,000 for **Each Occurrence** will be assessed against any Participant or subscriber found to have allowed or provided access to the RAFGC MLS system by an unauthorized person or company.

### **Progressive Fine Schedules:**

#### **Minor Violations:**

- 1st offense within a one year period: \$50 and a letter of warning
- 2nd offense within a one year period: \$100 and a letter of reprimand
- 3rd offense within a one year period: \$200 and notice that fourth offense may result in a 30 day suspension of services following the opportunity for a hearing
- 4th offense within a one year period: \$500 and a 30 day suspension of services following the opportunity for a hearing

#### **Prohibited Activities:**

- 1st offense within a one year period: \$100 and a letter of warning
- 2nd offense within a one year period: \$200 and a letter of reprimand



- 3rd offense within a one year period: \$300 and notice that fourth offense may result in a 30 day suspension of services following the opportunity for a hearing
- 4th offense within a one year period: \$500 and a 30 day suspension of services following the opportunity for a hearing

**Serious Violations:**

- 1st offense within a one year period: \$200 and a letter of warning
- 2nd offense within a one year period: \$300 and a letter of reprimand
- 3rd offense within a one year period: \$400 and notice that fourth offense may result in a 30 day suspension of services following the opportunity for a hearing
- 4th offense within a one year period: \$1,000 and a 30 day suspension of services following the opportunity for a hearing

**The term “within a one year period” is defined as occurring within any one RAFGC MLS calendar year (January 1 - December 31)**

**Failure to Pay Fines:**

Failure to pay any MLS listing Complaint & Fine Notification within 15 days of the date due will incur an additional minimum fine of \$100. An additional \$100 fine may be levied every 30 days thereafter if the fine is not paid. Failure to pay accumulated fines of \$200 may result in the termination of MLS services. The participant shall be sent a Notification of Intent to Terminate MLS Services. If the fines have not been paid within 10 days of the Notification of Intent to Terminate MLS Services, the Participants services shall be terminated. MLS services will be reinstated when the fine(s) have been paid and the Participant has fulfilled all obligations imposed by RAFGC.

(Section 9.1.1 Amended 02/2014)

Note 2: All inaccuracies reported through the function provided in the List-It MLS system shall remain anonymous. (Amended 05/10)

**Section 9.2: Complaints of Unethical Conduct:**

All other complaints of unethical conduct shall be referred by the Committee to the Secretary of the Association of REALTOR® for appropriate action in accordance with the professional standards procedures established in the Association’s bylaws. (Amended 11/88)

**Section 9.3: Complaints of Unauthorized Use of Listing Content:**

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS rules.

Upon receiving a notice, the committee (Board of Directors) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted

will be considered by the Committee (Board of Directors), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the Committee's (Board of Director's) determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law.

#### **Section 9.4: MLS Rules Violations**

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

### **Confidentiality of MLS Information**

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

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

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

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

#### **Section 10.2: Access to Comparable and Statistical Information:**

REALTOR® who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of these members and individuals affiliated with these members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these rules and regulations. (Amended NAR 1/06)

## Ownership of MLS Compilation\* and Copyright

### Section 11: Ownership of MLS Compilation\* and Copyright:

By the act of submission of any property listing content to the MLS, the participant represents and warrants that he or she is fully has been authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license authority for the MLS to include the property listing content in its copyrighted MLS compilation, and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.

**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.

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

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.

Develop and post a DMCA-compliant website policy that addresses repeat offenders.

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.

Have no actual knowledge of any complained-of infringing activity.

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

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

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

### **Section 11.1**

All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the **REALTOR® Association of Franklin and Gulf Counties** and in the copyrights therein, shall at all times remain vested in the **REALTOR® Association of Franklin and Gulf Counties**.

### **Section 11.2**

Each Participant shall be entitled to lease from the **REALTOR® Association of Franklin and Gulf Counties** 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 Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatever.

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

## **Use of Copyrighted MLS Compilation**

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

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Association of REALTOR®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an Association'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 or published by an Association's Multiple Listing Service where access to such information is prohibited by law. (Amended 4/92)

**Section 12.1: Display:**

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

**Section 12.2: Reproduction:**

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

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparable, or statistical information from utilizing such information to support valuations on particular properties for clients and customers.

Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 5/14)

\*It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited

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

### **Use of MLS Information**

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

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

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

Based on information from the **REALTOR® Association of Franklin and Gulf Counties MLS** for the period (date) through (date). (Adopted 11/97)

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

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

Amendments to the rules and regulations of the Service shall be by a majority vote of the Members of the Multiple Listing Service Committee, subject to approval by the Board of Directors of the Association of REALTOR®.

### **Arbitration of Disputes**

#### **Section 15: Arbitration of Disputes:**

By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants subject to the following qualifications. (Amended 11/97)

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

(b) If the disputants are members of different Board/Association of REALTOR® or if their principal place of business is located within the territorial jurisdiction of different Board/Association of REALTOR®, they remain obligated to arbitrate in accordance with the procedures of the Florida State Association of REALTOR®).

**Interboard Arbitration Procedures:**

Arbitration shall be conducted in accordance with any existing Interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the National Association of REALTOR®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board/Association of REALTOR®.

Awards: The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the Participant to disciplinary action at the sole discretion of the MLS. (Amended 11/98)

**Standards of Conduct for MLS Participants**

**Section 16: Standards of Conduct for MLS Participants:**

**Section 16.1**

MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with clients. (Amended 1/04)

**Section 16.2**

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

**Section 16.3**

MLS Participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker. (Amended 1/04)

**Section 16.4**

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

**Section 16.5**

MLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS Participant may contact the buyer/tenant to secure such information and may

discuss the terms upon which the MLS Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. (Amended 1/98)

#### **Section 16.6**

MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. (Amended 11/01)

#### **Section 16.7**

The fact that an agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement. (Amended 1/98)

#### **Section 16.8**

The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business. (Amended 1/04)

#### **Section 16.9**

MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/98)

#### **Section 16.10**

When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. (Amended 1/98)

#### **Section 16.11**

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

#### **Section 16.12**

MLS Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS Participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this rule. (Amended 1/04)



**The following types of solicitations are prohibited:**

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, “for sale” or “for rent” signs, or other sources of information intended to foster cooperation with MLS Participants. (Amended 1/04)

**Sections 16.13**

MLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. (Amended 1/04)

**Section 16.14**

MLS Participants, acting as buyers or tenant’s representatives or brokers, shall disclose that relationship to the seller/landlord’s representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord’s representative, or broker, not later than execution of a purchase agreement or lease. (Amended 1/04)

**Section 16.15**

On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. (Amended 1/04)

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

**Section 16.16**

MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 1/04)

**Section 16.17**

MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers’ exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made. (Amended 1/04)

**Section 16.18**

MLS Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker’s offer

of compensation to subagents or buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation. (Amended 1/04)

#### **Section 16.19**

All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. (Amended 1/04)

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS Participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. (Adopted 1/03, Amended 1/04)

#### **Section 16.20**

Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements. (Adopted 1/98 Amended 1/10)

#### **Section 16.21**

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

#### **Section 16.22**

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

#### **Section 16.23**

MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. (Adopted 11/07)

#### **Section 16.24**

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

- a. engage in deceptive and unauthorized framing of real estate brokerage websites;
- b. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- c. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic,
- d. present content developed by others without either attribution or without permission,
- e. otherwise mislead consumers, including use of misleading images. (Amended 1/18)

## **Section 16.25**

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

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

## **Orientation**

### **Section 17: Orientation:**

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

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/17 NAR)

## **Internet Data Exchange**

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

IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. (Amended 5/17 NAR)

### **Section 18.1**

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

on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 5/17 NAR)

**Section 18.2 - Participation:**

Participation in IDX is available to all MLS Participants who are REALTOR® and who consent to display of their listings by other Participants.

**Section 18.2.1**

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

**Section 18.2.2**

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

**Section 18.2.3**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) or other electronic forms of display or distribution. (Amended 5/17 NAR)

**Section 18.2.4**

Participants may select the listings they choose to display through IDX 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,~~ or 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 through IDX must be independently made by each Participant. (Amended 2021 NAR)

**Section 18.2.5**

Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every 12 hours (Amended 11/14)

**Section 18.2.6**

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

**Section 18.2.7**

IDX displays must identify the listing firm and an email or phone number provided by the listing participant 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. The same standard would also apply to VOWs but is optional. (Amended 9/22)

### **Section 18.2.8**

Any IDX display controlled by a participant or subscriber that

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

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

(Adopted 5/12)

### **Section 18.2.9**

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

### **Section 18.2.10**

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

### **Section 18.2.11**

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

### **Section 18.2.12**

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant 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. \* (Amended 2021 NAR)

\* 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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. (Amended 5/17 NAR)

### **Section 18.3 – Display:**

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

#### **Section 18.3.1**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (~~e.g., cooperative compensation offers, showing instructions, property security information, etc.~~) may not be displayed. (Amended 2021 NAR)

#### **Section 18.3.5**

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

#### **Section 18.3.7**

All listings displayed pursuant to IDX shall display the following disclosure: Property information provided by the RAFGC MLS – a service of the REALTOR® Association of Franklin & Gulf Counties. 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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application (Amended 05/17 NAR)

#### **Section 18.3.8**

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

**Section 18.3.10**

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

**Section 18.3.11**

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

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

**Section 18.3.12**

Display of pending, expired and withdrawn listings is prohibited (Amended 11/15)

**Section 18.3.16**

Advertising (including co-branding) on pages displaying IDX provided listings is prohibited.

**Section 18.4**

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

## Virtual Office Website Rules (VOW)

**Section 19.1 (a):** A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

**(b)** As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

**(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 (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 (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 email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
- (iii)** The Participant must require each Registrant to have a username 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 username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any email address is associated with only one username and password.
- (b)** The Participant must assure that each Registrant’s password expires after ninety (90) days but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, username, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.
- (c)** If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, username, 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’s ownership of, and the validity of the MLS’s 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:** 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:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

**Section 19.6 (a):** A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

(b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

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

1. Please check either Option a or Option b

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

OR

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

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

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

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

**Section 19.7:**

(a) Subject to subsection (b), a Participant's VOW may allow third-parties:

- (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

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

**Section 19.9:** 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:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTOR® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 19.11:** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 19.12:** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, ~~cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.~~ (Amended 2021 NAR)

**Section 19.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**Section 19.14:** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**Section 19.15:** A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

a. Expired and withdrawn listings.

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

b. The compensation offered to other MLS Participants.

c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.

d. The seller's and occupant's name(s), phone number(s), or e-mail address(es).

e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property. (Revised 11/15)

**Section 19.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized is or

**Section 19.17:** A Participant shall cause to be placed on his or her VOW the following notice: Copyright© REALTOR® Association of Franklin & Gulf Counties, Inc. MLS Listing information is deemed reliable but is not guaranteed accurate by the RAFGC MLS

**Section 19.18:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 19.19:** 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 19.20:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 19.21:** A participant shall require that Registrant's passwords be reconfirmed or changed every 90 days.

**Section 19.22:** Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

**Section 19.23:** 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: Adopted 12/2008 NAR)