



**SOUTHERN OKLAHOMA BOARD OF REALTORS®, INC
RULES & REGULATIONS FOR
MULTIPLE LISTING SYSTEM**

**Updated and Approved by SOBR Membership
As of: May 6, 2020**

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**SOUTHERN OKLAHOMA BOARD OF REALTORS®, INC
RULES & REGULATIONS FOR MULTIPLE LISTING SYSTEM**

LISTING PROCEDURES

Section 1.0 LISTING PROCEDURES:

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

NOTE 1: The Multiple Listing Service shall not require Participants to use a particular listing form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service. (Amended 3/98) However, the Multiple Listing Service, through its legal counsel:

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

The Multiple Listing Service shall permit EXCLUSIVE RIGHT TO SELL contracts and EXCLUSIVE BROKERAGE listings and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other Participants of the Multiple Listing Service acting as a Broker. (Amended 4/92, 1/01)

The listing agreement must include the seller's authorization to submit the agreement to the Multiple Listing Service. In the event of a dispute, but otherwise no listing agreements shall be submitted to the Multiple Listing Service

- 3. The different types of listing agreements include:
 - a. Exclusive Right to Sell.
 - b. Exclusive Brokerage. (Amended 1/01)

c. Open.

d. Net.

The Service may not accept net listings because (1) they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a non-incentive 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 brokerage listing also authorizes the listing broker, as exclusive broker, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.(Amended 1/01) Exclusive brokerage 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 form 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.(Amended 1/01) Care should be exercised to ensure that different codes or symbols are used to denote exclusive brokerage and exclusive right to sell listings with prospect reservations. (Amended 4/92, 1/01)

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 the current listings. (Adopted 11/92)

TYPES OF PROPERTIES

The 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 licensor as a real estate broker: (Amended 11/91)

- | | |
|---------------------------|-----------------------|
| 1. Residential | 2. Residential Income |
| 3. Subdivided Vacant Lots | 4. Land and Ranch |
| 5. Business Opportunity | 6. Motel-Hotel |
| 7. Mobile Homes | 8. Mobile Home Parks |
| 9. Commercial Income | 10. Industrial |

Section 1.0.1 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) (NAR Mandated 2/2020)

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 applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, 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 11/19) (NAR Mandated 2/2020)

Section 1.0.2. COMING SOON

1.0.2.1 Coming Soon Rules and Regulations – Definitions.

“Effective Date”: Date the Listing Agreement is signed by the Seller(s).

“Coming Soon”: A Listing Agreement and Coming Soon Seller Authorization has been signed between the listing REALTOR® and seller but the property is not yet ready for sale but will be within ten (10) calendar days of the “effective date” of the Listing Agreement. MLS Rules & Regulations – 05/01/2020

“Showing Start Date”: The date the property becomes available for showing and offers may be presented to the seller which must be no later than the first calendar day following the expiration of the Coming Soon period.

“Public Facing Media”: 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 general public.

“Participants”: Includes both Participants and Users of SOBR’s Paragon MLS.

1.0.2.2.1 Coming Soon Status Usage in the Multiple Listing Service (“MLS”): The Coming Soon status is not intended to give the listing REALTOR® an advantage in finding a buyer for the property to the detriment of cooperating REALTORS® or to circumvent the selling of the property on an open market. The intended use of this status is to provide a vehicle for Participants to notify other Participants of a property that will be made fully available for showing and marketing after preparations have been completed. While the property is in “Coming Soon” status, the listing REALTOR® may not market or advertise the property in any manner other than as “coming soon”. A property in this status may NOT be shown. This status is for short term use, up to a total of ten (10) calendar days. Listing REALTOR® must have a signed Listing Agreement and signed Coming Soon Seller Authorization.

1.0.2.2.2 Requirements for Coming Soon Status:

1.0.2.2.2.1 When asked by a seller to delay the Active listing of their property in the MLS, the listing REALTOR® shall provide to seller for their approval a Coming Soon Seller Authorization and inform the seller that during the “Coming Soon” status the REALTOR® is not permitted to show or allow the property to be shown and may not present any offers to the seller for the purchase of the property.

1.0.2.2.2.2 All Participants shall have a Coming Soon Seller Authorization and a Listing Agreement, both signed by the Seller on the same date, in the listing REALTOR®’s file.

1.0.2.2.2.3 Listings must have a “Showing Start Date” entered in the MLS, which must be no later than the tenth (10th) calendar day from the effective date of the Listing Agreement.

1.0.2.2.2.3.1 The listing must become Active on the Showing Start Date. If the property is not

ready on the Showing Start Date, the property must be Withdrawn in the MLS until it is ready for showing. The property shall not be shown, and no offers shall be presented until the Showing Start Date.

- 1.0.2.2.2.3.2 The Showing Start Date, once entered, can only be extended to a date no later than the tenth (10th) calendar day from the effective date of the Listing Agreement.
- 1.0.2.2.2.3.3 Days on Market calculations begin when the listing moves to an “Active” status.
- 1.0.2.2.2.3.4 A property may only be allowed in the Coming Soon status one time with the same owner unless the property has been off market over ninety (90) calendar days.
- 1.0.2.2.2.3.5 The Showing Start Date, once entered, cannot be modified backwards (earlier than initially intended).
- 1.0.2.2.2.4 The listing REALTOR® may place a sign at the property during the Coming Soon period (for up to ten (10) calendar days from the effective date of the Listing Agreement), with a “Coming Soon” Ryder. However, the listing must be entered in the MLS in the Coming Soon status within one (1) business day of placing a sign on the property.
- 1.0.2.2.2.5 Participants shall NOT show or otherwise allow showings of the property until the Showing Start Date.
- 1.0.2.2.2.6 Participants shall NOT present offers to the seller until the Showing Start Date. MLS Rules & Regulations – 05/01/2020
- 1.0.2.2.2.7 Paragon MLS will NOT distribute Coming Soon listings to any Broker (IDX) or 3rd party syndication websites.
- 1.0.2.2.2.8 With Participant’s approval and only if the listing is entered in the MLS under the Coming Soon status within one (1) business day is the advertising of individual listings permitted on public-facing

media. The following statement “Coming Soon. No Showings or Offers until _____.” (enter Showing Start Date) shall be required to be included in any public facing media advertising.

1.0.2.2.3 Violations. There are 3 separate violations for Coming Soon Status that may be reported:

1.0.2.2.3.1 Showing of the property prior to the Showing Start Date. If a showing is approved by the listing REALTOR® and shown by the buyer’s REALTOR®, both REALTORS® are in violation and may be fined.

1.0.2.2.3.2 The property was advertised by the Participant on public facing media and the property was NOT entered in the MLS Coming Soon status or did NOT contain the statement required in paragraph 8 above.

1.0.2.2.3.3 The REALTOR® presented an offer to the seller prior to the Showing Start Date.

1.0.2.2.4 Fines. Fine will be assessed against the Participant and/or User committing the violation.

1.0.2.2.4.1 First offense: Written warning no fine.

1.0.2.2.4.2 Second offense: \$25 fine.

1.0.2.2.4.3 Third offense: \$100 fine.

1.0.2.2.4.4 Fourth offense: \$250 fine and one-year suspension from the SOBR’s MLS of the Participant and/or User. The level of offense will reset if there were no violations within a 36-month period from the date of the last violation by the Participant or User.
(Amended 5/2020)

Section 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

DETAIL ON LISTINGS FILED WITH THE SERVICE:

A Property Data form, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the Property Data Form.

1.2.1 A listing is only "complete" with a photo and, if applicable, the following completed forms uploaded to the MLS Service: 1) the relevant form(s) under the Residential Property Condition Disclosure Act ("RPCDA"), i.e., a) Disclosure Form, b) Disclaimer Form, c) Exemption Form or d) Licensee's Disclosure Form, and 2) Lead-Based Paint Disclosure Form. Listing Associates will have 3 business days from the date that all necessary signatures have been obtained from the seller(s) to input a photo of the listed property into the MLS Service and upload any applicable ROCDA and Lead-Based Paint Disclosure Forms. On the fourth business day, listing Associate will be fined a fee of ~~\$10.00 plus an additional \$1.00 per day after that for each day up to~~ \$25.00 until the photo and all the aforementioned applicable forms are entered/uploaded. All late fees will be billed to Broker Member along with quarterly MLS Dues statements. Compliance with this rule or failure to pay any service charge or fee is covered in Section 7.0 COMPLIANCE WITH RULES. (Amended 10/04). (Membership Approved 5, 2020)

1.2.2 **Teams.** When a property "listing" is submitted to the MLS Service, by a Team, the following form fields must be completed accurately, so that it is clear to the co-operating participants who the point of contact is regarding the property:

- (96) List Associate, this should be the Associate who is considered the Listing Associate. They must have signed the Listing Agreement with the Seller(s). This is the only Associate who has authority on behalf of the Seller, to conduct negotiations between the Seller(s) and co-operating participants, on behalf of their Buyer(s), unless indicated there is a Co-Associate as selected in (99) Co-Associates below.
- (97) Listing Office 1, this is the brokerage for the Listing Associate in (96).
- (98) List Team, this is the Team within the Brokerage.
- (99) Co-Associate, this is the Point of Contact (Sales or Broker) Associate that is working with the Seller(s).

- The Co-Associate shall appear in the MLS in box (99), and also sign the Listing Agreement or Contract of Sale of Real Estate, with the Broker and Seller(s)/Buyer(s); thereby giving them the authority set forth in the Listing Agreement or Contract of Sale of Real Estate to negotiate on behalf of the Seller(s)/Buyer(s) with the co-operating participants.
- The Co-Associate shall be a participant in the MLS Service and their fees for the MLS Service paid and in good standing.
- (100) Listing Office 2, this is the Listing Brokerage for the Co-Associate.
- If (96) List Associate and (99) Co-Associate are the same person, then that name should be selected. If another associate within the office is the point of contact, their name should be selected.
- Fines. Fine will be assessed against the Participant and/or User committing the violation.
 1. First offense: Written warning no fine.
 2. Second offense: \$500 fine.
 3. Third offense: \$1,000 fine.
 4. Fourth offense: \$1,500 fine and one-year suspension from Paragon of the Participant and/or User (Membership Approved 5/2020)

1.2.3

Listings with New Owner (Relocation Service):

This is defined as a listing which was originally listed by a participant in the MLS with an owner(Seller), then the property was subsequently sold to another owner(Corporate Relocation Company), during the listing period, and the property is continuing to be marketed "For Sale" on the fair market. This situation occurs when a property is listed by the owner (seller) and they are being relocated through a Corporate Relocation Company. The relocation company then buys the property from the owner (seller) and now the relocation company is the new seller. The new seller is asking the listing participant/broker to market the property on their behalf. Although the property has changed ownership, the property was never sold on the fair market. In this case, listing participant should go into the MLS to the input form. Go to the General Section. Scroll down to Change in Ownership. On the drop down menu, click on yes. This will allow you to enter the property as a new listing and start the DOM over. (Membership Approved 5/2020)

Section 1.3

EXEMPTED LISTINGS:

If the seller refuses to permit the listing to be disseminated by the Service, the *participant REALTOR®* may then take the listing ("Office Exclusive") and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing should be accomplished by certification signed by the seller that he does not desire the listing to be disseminated by the Service. (Amended 2/2020)

Note 1: Section 1.3 is not required if the service does not require all (indicate type[s] of listing[s]) accepted by the service) listings to be submitted by a participant to the service.

Note 2: 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

CHANGE OF STATUS OF LISTING:

Any changes in listed price or other changes in the original listing agreement shall be made only when authorized in writing by the seller. The listing broker shall be responsible for inputting any such changes into the Multiple Listing Service within two business day after the authorized change is received by the listing broker. Any status changes should be submitted to the Board office within one business day of status change being made to a listing.

Section 1.5

WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:

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

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller 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. (Amended 11/96)

Section 1.6 CONTINGENCIES APPLICABLE TO LISTING:

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

Section 1.7 LISTING PRICE SPECIFIED:

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

Section 1.8 LISTING MULTIPLE UNIT PROPERTIES:

Any 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 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGES BY PARTICIPANTS:

The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates for 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 1.10 EXPIRATION OF LISTINGS:

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

If notice of renewal or extension is received within 90 days after the listing has been removed from the compilation of current listings, the extension or renewal will be published as Back on the Market. After 90 Days or Brokerage change will be entered as New listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the Service. (Revised Jan. 02)

Section 1.11 TERMINATION DATE ON LISTINGS:

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

Section 1.12 JURISDICTION:

Only listings of the designated types of property located within the service area of the Board of **REALTORS®** are required to be submitted to the Service. Listings of property located outside the Board's service area will be accepted if submitted voluntarily by a Participant but cannot be required by the Service. (Revised 11/17)

Section 1.13 LISTINGS OF SUSPENDED PARTICIPANTS:

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

Section 1.14 LISTINGS OF EXPELLED PARTICIPANTS:

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

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

Section 1.15 LISTINGS OF RESIGNED PARTICIPANTS:

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

Section 1.16 OWNERSHIP OF PICTURES

By submitting photographs and/or virtual tours to the MLS, the participant represents and warrants that he or she either owns the right to reproduce and display such photographs or has procured such rights from the appropriate party. Use of photographs and/or virtual tours by a subsequent participant requires prior written authorization from the originating participant or other appropriate party with the legal right to reproduce and display such photographs and/or virtual tours.

Section 1.17 MLS REMARKS AND COMMENTS

Information in the "remarks field" shall only relate to the marketing, description and condition of the property that is being listed. No Office or Agent contact information is permitted, including names, phone or fax numbers, or website addresses (including virtual tours and transaction tracking URLs). Copying of remarks by a subsequent listing agent for use in his or her own listing requires prior written authorization from the originating listing agent or other appropriate party with the legal right to reproduce and display such remarks.

Section 1.18 BRANDING OF PHOTOGRAPHS

Branding of photographs, including photographs displaying real estate signs posted on the property, is prohibited.

Section 1.19 PROPERTY DISCLOSURES

The Listing Broker shall be required to upload in “Associated Docs” section of Multiple Listing Service the applicable Disclosures/Disclaimer/Exemption form as required by the Residential Property Disclosure Act. Land/Vacant Lot listings are exempt from this requirement. (Approved 9/18) (Amended 2/2020)

SELLING PROCEDURES

Section 2.0 SHOWING AND NEGOTIATIONS:

Appointments for showing 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 authority to show and/or negotiate directly.
- b. After reasonable effort, the cooperating broker cannot contact the listing broker or his representative.
- c. 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 COUNTEROFFERS:

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. (Approved 11/87)

Participants providing services to 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:

The cooperating participants or their representative shall have the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. (Amended 1/01) 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 broker may not be present when offers they procure are presented, cooperating broker has the right to a copy of those instructions. ~~None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.~~ (Amended 4/92) *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, as soon as practical, 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.* (Amended 2/2020)

** Local MLSs must adopt this change by no later than May 1, 2020. All other changes must be adopted within 60 days of the January 1, 2020 effective date.

Section 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTEROFFER:

The listing broker or his representative has the right to participate in the presentation of any count-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee. (Amended 1/01) However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counteroffer 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 prices, shall be reported to the Multiple Listing Service by the listing broker within 2 business days. If negotiations were carried on under Section 2(a) or (b) hereof, in which

case the cooperating broker shall report accepted offers and prices to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within twenty-four (24) hours after receiving notice from the cooperating broker. (Amended 11/11)

NOTE 1: The listing agreement of a property submitted to the MLS by the multiple listing Broker should include a provision expressly granting the listing broker authority to advertise; to submit the listing agreement to the MLS within twenty-four (24) hours in the event of a dispute; to provide timely notice of status changes to the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. (Amended 11/01)

NOTE 2: In disclosures 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 made publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:

categorizes sale price information as confidential and limits use of sale price information to participants and subscribes in providing real estate services, including appraisals and other valuations, to customers and clients; and to government 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 governmental body or third-party entity makes a 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 the 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 price. (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 record. (Adopted 11/11)

Section 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES:

The listing broker shall report to the Multiple Listing Service within five days that a contingency on file with the Multiple Listing Service has been fulfilled or renewed or the agreement canceled.

Section 2.7 ADVERTISING OF LISTING FILED WITH 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 business days to the Multiple Listing Service the cancellation of any pending sale and the listing shall be reinstated immediately.

Section 2.9 DISCLOSING THE EXISTENCE OF OFFERS:

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 licensee or by another licensee in the firm or by a cooperating broker. (Amended 11/08)

Section 2.10 AVAILABILITY OF LISTED PROPERTY:

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 4/06)

REFUSAL TO SELL

Section 3.0 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 within five days to the Service and to all Participants.

PROHIBITIONS

Section 4.0 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. (Revised 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. (Revised 4/96)

Section 4.3 SOLICITATION OF LISTING FILED WITH THE SERVICE:

Participants shall not solicit a listing on a property filed with the Service unless such solicitation is consistent with Article 16 of the **REALTORS®** Code of Ethics, 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 who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

This Section is also intended to encourage brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, listing brokers would

be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

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

DIVISION OF COMMISSIONS

Section 5.0 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 the 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 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 a Board of **REALTORS®**, the Participant of the Service is making blanket unilateral offers of cooperation to the other MLS Participants, and shall therefore specify on each listing 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 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 in one of the following forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount (Amended 05/10)

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

The listing broker retains the right to determine the amount of compensation offered to other participant Brokers, as defined by law, which may be the same or different. (Amended 1/01)

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 his submitting 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 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 seller and the listing broker.

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

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

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

NOTE 5: Nothing in the 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 5/09)

Section 5.0.1 DISCLOSING POTENTIAL SHORT SALES

Participants may, but are not required to, disclose potential short sales (as defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other participants and subscribers. (Amended 5/09)

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

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 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 or certified appraisers) affiliated with a Participant wish 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 on 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. (Amended 01/02)

Section 6.0

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: (Amended changes per BOD 6/96)

Initial Participation Fee: An applicant for participation in the service shall pay an application fee (*See Dues, Fees and Charges Schedule last page*). ~~of \$125 per member and \$500 per office with such fee to accompany the application.~~ (Amended-2/2020)

Recurring Participation Fee: There is a monthly participation fee of each Participant amount equal to ~~\$39.00~~ (*See Dues, Fees and Charges Schedule last page*). For 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. Billing Statements will be issued to the Broker who will be responsible for payment. Billing of such fees shall be made 2 weeks prior to the first month of the quarter and service will be cut off if payment is not received by the end of the first month. Fees shall be prorated on a monthly basis in each quarter. 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 ~~waiver recipients and their~~ *that broker* participant to sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated." (Adopted 11/17) (Amended 2/2020)

NOTE: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (Amended 11/17)

e. ~~Listing Fee: (If Applicable) Participant shall pay a monthly listing fee in an amount equal to the number of listings he had filed with the Service during the previous month multiplied by the listing fee of \$0.00 per listing.~~ (Removed 5/2020)

~~OPTIONAL: It is a matter of agreement between the listing and selling broker as to whether or not the cooperating broker shall reimburse the listing broker for the listing fee. The Multiple Listing Service shall not be concerned as this is an arrangement between cooperating brokers and the Multiple Listing Service rules do not dictate the compensation offered to cooperating brokers by the listing broker.~~ (Amended 4/92) (Removed 5/2020)

- c. Unlicensed Office Staff MLS Access: Provisions to include Realtor Office Administrative Staff employed in miscellaneous capacities at offices were adopted in 2015. Secretaries, and/or others without a Realtor license employed at a member firm may gain access to the MLS (*See Dues, Fees and Charges Schedule page 53*). (Amended 2/2020).

They will be issued their own sign in ID, and password, after Board approval. For consideration of approval, each will apply for same via the approved UNLICENSED OFFICE STAFF MLS ACCESS form, available from the Board office. The form must be submitted with a copy of the individual's identification card, usually a copy of a driver's license.

The Broker of each office is responsible for all actions of this classification of individual as related to the rules and regulations of the MLS, including any electronic access granted them. (Amended 6/16)

Section 6.1 MEMBERSHIP TYPES, FEES, & REQUIREMENTS

- For all Dues (See Dues, Fees and Charges Schedule last page).
- SOBR will prorate dues for new members

Realtors/Designated Realtors (Brokers)/Secondary Members:

New Applicants must:

- Complete the Paragon Training Modules and submit Certificates of completion.
- Take an Exam on the MLS Rules and Regulations with passing score of 70%.
- Membership Application to SOBR,
- Submit Copy of Driver's License
- Copy of Real Estate License from OREC.
- REALTOR® Code of Ethics Certificate of completion
- Letter of Good Standing from Primary Board and MLS Certification.¹
- Board Luncheons included in Dues (Amended 2/2020)

¹These documents are for Secondary Members.

- MLS Access
- Supra E-Key Access
- Board Luncheon Included

REALTOR® Board for Choice (Designated REALTOR®), Licensee

New Applicants must:

- Complete the Paragon Training Modules and submit Certificates of completion.

- Take an Exam on the MLS Rules and Regulations with passing score of 70%.
- Membership Application to SOBR,
- Submit Copy of Driver's License
- Copy of Real Estate License from OREC.
- REALTOR® Code of Ethics Certificate of completion
- Membership Committee and Board Approval Required
- Letter of Waiver from Broker's Primary Board.¹
- Board Luncheons included in Dues (Amended 2/2020)
¹If licensee is making this their Primary Board rather than Designated Broker's Primary Board.
- MLS Access
- Supra Ekey Access
(Amended 5/2020)

Students/Unlicensed Assistants/Secretaries/Office Managers

- Required to Complete Paragon Training Modules
- *Take the MLS Policies and Procedures Exam with passing score of 70%*
- Fill out SOBR Information Form,
- Provide Copy of Driver's License, and
- Submit Proof of E&O Insurance.
- Membership Committee/Board Approval not required. (2/2020)
- Board Luncheon Included
- No Annual Dues Required
- Access on MLS
- No Supra E-Key Access
(Amended 4/2020)

Appraiser Affiliate (with MLS access)

- Submit Membership Application to SOBR,
- If opting into Supra/EKEY sign acknowledgement of receiving lock box rules and regulations,
- Submit Copy of Driver's License
- Copy of Appraisal License.
- *Take the MLS Policies and Procedures Exam with passing score of 70%*
- Membership Committee and Board Approval Required
- Board Luncheons included in Dues (2/2020)
- MLS Access
- Supra Ekey Access
(Amended 5/2020)

Affiliates: Title Companies & Lenders

- (Companies may have as many members as they want for one annual fee charge and one quarterly dues charge)
- Fill out affiliate membership request form
- Membership Committee and Board Approval Required
- No Ekey Access
- No MLS Access
- Board Luncheon not included.

Licensed Inspectors/Inspection Companies

- (Companies may have as many as 5 members for one quarterly dues charge).
- New Applicants must Submit Membership Application to SOBR,
- Submit Copy of Driver's License for each person participating in Supra ELB/EKEYS,
- Copy of Insurance,
- Signed acknowledgement of receiving lock box rules and regulations.
- Membership Committee and Board Approval Required
- No MLS Access
- Supra E-Key Access
- No Annual Dues
- Board Luncheon not included.

MLS Only

- New Applicants must complete the Paragon Training Modules and submit Certificates of completion.
- Take an Exam on the MLS Rules and Regulations with passing score of 70%.
- Membership Application to SOBR,
- Submit Copy of Driver's License
- Copy of Real Estate License from OREC.
- Board Approval Required
- REALTOR® Code of Ethics Certificate of completion
- Certification from Primary MLS
- No access to Supra E-Key
- Board Luncheon Not Included
(Amended 5/2020)

If Broker Has Opted in to Participate with Supra ELB/EKEYS, all of their agents will be charged for SupraELB/EKEYS. If Broker does NOT opt-in to Participate with Supra ELB/EKEYS, their agents can NOT participate. Supra Set-up Fees and Monthly Fees are set up with Supra, SOBR does not include these fees with annual membership dues or quarterly dues. (Amended 7/16)

COMPLIANCE WITH RULES

Section 7.0 COMPLIANCE WITH RULES:

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

For failure to pay any service charge and/or late fees within one (1) month of the due date, and provided that at least ten (10) days' notice has been given by monthly invoice or Homepage, the Services shall be suspended at the end of that month until the service charges or late fees are paid in full. A late fee of ~~\$10.00~~ \$25.00 will be imposed at the end of the first month (of each quarter billing) ~~and additional \$1.00 per day up to \$25.00~~ will be assessed. (Amended 4/2020)

If not paid by the end of the last day of second month (of the quarter billing), the MLS Committee will recommend to the Board of Directors that the Brokerage membership be terminated. (Amended 11/88)

- c. For failure to comply with any other rule, the provisions of Section 9 and 9.1 shall apply.

Section 7.1 MLS REQUIRED EDUCATION (Amended 5/16)

Applicants are required to complete the Paragon training modules, MLS Policies and Procedures exam with a passing score of 70%, ~~video training at a fee of \$25~~, and submit completion certificates within one (1) month of their membership applications. Brokers are responsible for ensuring compliance of their agents. The Southern Oklahoma Board of Realtors will create the training and provide for the instruction via classroom setting or video instruction. Non-Compliance will Result in suspension of MLS Privileges until training is completed. (Amended 2/2020)

All members must comply with the MLS Policies and Procedures, and any revisions that are made.

Section 7.2 APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS:

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

and/or sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant. (Adopted 4/92)

Section 7.3 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:

Letter of warning

Letter of reprimand

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

Appropriate, reasonable fine not to exceed \$15,000

Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

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)

MEETING

Section 8.0 MEETINGS OF MLS COMMITTEE:

The Multiple Listing Service Committee shall meet for the transaction of its business every second Thursday of the month at ~~4:30 PM~~ in the Board Office. (Amended 3/98)(Amended (5/2020))

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 MEETING:

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

ENFORCEMENT OF RULES OR DISPUTES

Section 9.0 CONSIDERATION OF ALLEGED VIOLATIONS:

The Multi-Listing Committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations. (Amended 2/98)
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.

Section 9.1 VIOLATIONS OF RULES AND REGULATIONS:

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Multi-Listing Committee of the Service, and if a violation is determined, the Multi-Listing Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of OAR in accordance with the Bylaws and Rules and Regulations of the Board of REALTORS® within twenty (20) days following receipt of the Multi-Listing Committee's decision. (Amended 11/96)

If, rather than conducting an administrative review, the Multi-Listing Committee has a procedure established to conduct hearing tribunal, an appeal of the decision of the hearing tribunal may be appealed to **OAR** within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the Professional Standards Committee of **OAR** for the processing in accordance with the professional standards procedures of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to **OAR**. (Amended 2/98) (Amended 2/2020)

Section 9.2 COMPLAINTS OF UNETHICAL CONDUCT:

All other complaints of unethical conduct shall be referred by the Multi-Listing Committee of the Service to **OAR** for appropriate action in accordance with professional standards procedures established in the Board's bylaws. ~~NAR Core Standards~~. (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. (Amended 2/2020)

Upon receiving a notice, the committee 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 that the use is authorized. Any proof submitted will be considered by the Committee, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days. (Amended 2/2020)

If the Committee determines that the use of the content was unauthorized, the Committee 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. (Amended 2/2020)

If after ten (10) days following transmittal of the Committee'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. (Amended 2/2020)

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. (Amended 2/2020)

Note: Adoption of Section 9.3 and 9.4 are not required if the MLS has adopted alternative procedure to address alleged misuse of listing content that includes notice to the alleged infringer. (Amended 2/2020)

CONFIDENTIALITY OF MLS INFORMATION

Section 10.0 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:

Board Members who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLS, may be permitted 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 with the Board of Directors approval, provided that information is for a use benefiting the general public.

Amended 7/01

This information is provided for the exclusive use of Board Members and individuals affiliated with Board Members who are also engaged in the real estate business and may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

Use of screenshots and/or reproductions of the MLS Compilation for comparative advertising is prohibited. Participants/subscribers may use information from the MLS compilation in accordance with Section 13. (Amended 04/17)

OWNERSHIP OF MLS COMPILATIONS* AND COPYRIGHTS

Section 11.0 Participant is Authorized and Licenses MLS

By the act of submission of any property listing content to the Board 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 Board~~ to include the property listing content in its copyrighted MLS compilation and in any statistical report on "Comparable." 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. (Amended 5/06) (Amended 2/20)

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. (Amended 2/20)

All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by Southern Oklahoma Board of **REALTORS®**, and in the copyrights therein, shall at all times remain vested in the Southern Oklahoma Board of **REALTORS®**.

Section 11.1 Use of MLS Computer Program

Each Participant shall be entitled to lease from the Southern Oklahoma Board of **REALTORS®** the use of the MLS Computer Program (including licensed or certified appraisers). The Participant shall pay, for such use, the rental fee to be set by the Board.

Participants shall acquire by such lease only the right to use the MLS Computer Program 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 the computer database.

**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 nor use of the MLS information or MLS facility of the Board.

USE OF COPYRIGHTED MLS COMPILATIONS

Section 12.0 DISTRIBUTION:

Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Board of **REALTORS®**, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participants 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 a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation," or "Membership," or any right of access to

information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. (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 therein 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 licensee 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 particular 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 8/2016)

USE OF MLS INFORMATION

Section 13.0 LIMITATIONS ON USE OF MLS INFORMATION:

Use of information from MLS compilation of current listing information, from the Board's "Statistical Report" or from any "Sold" or "Comparable" report of the Board or MLS for public mass-media advertising by an MLS Participant or in other public representations may be allowed.

However, any advertisement or other forms of public representations based in whole or in part on information supplied by the Board or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following notice:

This representation is based on information from the Southern Oklahoma Board of **REALTORS®** or its Multiple Listing Service for the period (date) through (date). (Amended 3/98)

Data maintained by the Board or its MLS may not reflect all real estate activity in the "market." (Revised 11/93)

CHANGES IN RULES AND REGULATIONS

Section 14.0 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 SOUTHERN OKLAHOMA BOARD OF **REALTORS®, INC.**

LOCK BOX USAGE

Section 16.0

LOCK BOXES:

A lock box is a container affixed to property containing a device to gain access to the property being marketed by a Participant in the MLS. Participants in the MLS or their salespersons (and licensed or certified appraisers affiliated with the Participants) are authorized under certain conditions to open these lock boxes under terms specified by the listing broker. Cooperating brokers and sales licensees, whether functioning as subagents of the listing broker or as an agent of potential purchasers **MUST CONTACT THE LISTING BROKER PRIOR TO THE SHOWING TO DISCLOSE THEIR AGENCY STATUS AND TO ARRANGE APPOINTMENTS TO SHOW LISTED PROPERTY** even if the property has a lock box affixed to it unless the listing broker has given the specific permission (through information published in the MLS or otherwise) to show the property without first contacting the listing broker.

All participants of the MLS Service may elect to use lock boxes, but no listing broker is required to use a lock box on a property. Each Participant may purchase individual styles of lock boxes. Each listing broker may choose which properties (if any) where lock boxes will be in service and may post instructions in the addendum of the MLS print out.

Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose. Nothing shall prevent the owner's right to refuse to have a lock box on their property. Inclusion in MLS compilations cannot be required as a condition of placing lock boxes on listed property. (Amended 4/06)

Any key, program, or other device by which a lock box can be opened shall be non-duplicative. It is not meant that the key is necessarily covered by a current patent, but that it cannot be readily copied in the manner that other types of key ordinarily are.

Listing brokers are responsible to maintain the security and the privacy of all codes and/or combinations used to gain entry to listed properties. Keys, codes, or combinations may not be revealed to the public or to anyone not having the direct authority to use the lock boxes.

All Participants agree to "hold harmless" the Board, Board of Directors, and the MLS Service from any liabilities as a result of affixing a lock box to a property.

A "Lock Box Authorization Addendum" is the recommended form to accompany the listing Agreement. See Attached Form. (Adopted 10/04)

Rules and Regulations for the Electronic Lock Box System (Implemented 5/2016)

In order to more effectively and efficiently serve the public and improve business conditions, the Southern Oklahoma Board of Realtors (SOBR) MLS adopts the electronic lockbox system. The operation of this system shall be governed by these rules:

The use of a lock box is not mandatory on property listed with the Southern Oklahoma Board of Realtors (SOBR) Multi-List Service. However, the SOBR Multi-List Service provides an Electronic Lock Box System (the "System") that may be used by Lock Box Subscribers subject to their execution of a lease agreement with the Board. The Board has established the following Rules and Regulations for the System.

1. Definitions (unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Rules and Regulations of the SOBR Multi-List Service):
 - a) "Lock Box Subscriber" is defined as a Participant or Subscriber in good standing of the SOBR Multi-List Service. Affiliate Members of the Southern Oklahoma Board of Realtors (as defined in the Bylaws of the Southern Oklahoma Board of Realtors and the Affiliate Member's application) specifically approved by the Board, or unlicensed real estate assistants of Participants or Subscribers specifically approved by the Board; and
 - b) "Lock Box" is an electronic lock box.
 - c) "Access Key" is an electronic access used to open a Lock Box.
2. Eligibility: Lock Box Subscribers are eligible to participate in the System if they meet the following criteria:
 - a) They are a Participant or Subscriber in the Southern Oklahoma Board of Realtors, Affiliate Members of the Southern Oklahoma Board of Realtors (as defined in the Bylaws of the SOBR and the Affiliate Member's application) specifically approved by the Board, or unlicensed real estate assistants of Participants or Subscribers specifically approved by the Board.

- b) Pay all fees and charges associated with the System. Anyone not indicated in the definition of Lockbox Subscriber is prohibited from using the System.

3. Lock Boxes:

Member Brokers who are Lock Box Subscribers may lease Lock Boxes from the Board. Lock Boxes must be registered on the system. Lock Box Subscribers participating in the System are not required to place Lock Boxes on listed property. However, Lock Box Subscribers are encouraged to use Lock Boxes on all listed property to provide for documented access to the property. Lock Box Subscribers shall obtain the owner's written permission prior to placing a Lock Box on a listed property.

- b) Lock Box Subscribers shall retain possession for safekeeping of all Lock Boxes not placed upon listed property.
- c) Except as otherwise set forth herein, a Lock Box Subscriber shall not loan, borrow or transfer Lock Boxes.
- d) Shackle codes are assigned according to each participating Broker, i.e. each office has a 4-digit code assigned to office by AE which is used to open shackle. This shackle code is given to each broker by AE and is changed in system on each Lock Box when said broker obtains additional lockboxes.
- e) Affiliate Members and unlicensed real estate assistants may not purchase Lock Boxes.
- f) Lock Boxes are issued to Broker Participants with the following formula.
 - The current number of residential listing, commercial listing (building) or a land listing, where the only entry into the land is fenced and gated; plus 10%. (example: 22 residential listings, 2 commercial building listings, 2 parcels of land which are fenced and gated as your only entry, so you would get 26 lockboxes + 2.6 or 3 additional lockboxes for a total of 29 lockboxes)
 - If a Broker participant has more than this amount at any time, they are to return these to the SOBR Office.

(Adopted May,2020)

4. Access Key:

- a) Lock Box Subscribers in the System may lease a single Access Key (one per Subscriber) from Supra. Lock Box Subscribers in the System shall only use Access Keys approved by the Board.
- b) If a Subscriber's Access Key is not working due to a malfunction or loss, the SOBR office will maintain a limited amount of Xpress keys, one of which can be used by Subscriber until original Access Key is back in working order. This temporary key access will be available for a Subscriber to use for a period of up to two business days at no charge to Subscriber.
- c) Lock Box Subscribers participating in the System are not required to purchase an Access Key. However, all Lock Box Subscribers are encouraged to have an Access Key to provide for documented access to listed property. If a Lock Box Subscriber does not have an Access Key, the Lock Box Subscriber will have to call the listing broker to gain access to the listed property. Lock Box Subscribers must update their Access Key according to the procedures established by the Board.
- d) Lock Box Subscribers shall retain possession of their Access Key at all times.
- e) Lock Box Subscribers shall not loan, borrow or transfer their Access Key. In the event of the failure of the Access Key, a Subscriber shall obtain access to property directly through the listing broker.
- f) Lock Box Subscribers shall not allow their Personal Identification Number ("PIN") to be noted on the Access Key case. Lock Box Subscribers shall not give or disclose their PIN to anyone. PINS will not be given out over the telephone. If You lose the PIN to your Key Card, the PIN will be emailed to the owner of the Access Key at the email address the association has on file.
- g) Lock Box Subscribers shall immediately notify the Board, by telephone and in Writing, should their Access Key ever be lost or stolen, indicating the circumstances surrounding the loss.
- h) Lock Box Subscribers shall immediately surrender to Board any Lock Boxes or Access Keys that come into their possession that are not the property of the Lock Box Subscriber, indicating the circumstances surrounding the acquisition.

- i) Lost or stolen Access Keys shall be immediately deactivated on the System.
 - j) Affiliate Members and unlicensed real estate assistants working for a Participant or Subscriber, may lease a single Access Key, and must attend an Access Key orientation with the SOBR.
 - k) Affiliates of the Southern Oklahoma Board of Realtors who wish to apply for an Access Key must obtain Membership status with the SOBR office and demonstrate a necessity for an Access Key.
 - l) Affiliate Members with Access Keys may enter listings only through scheduling of appointments with the listing broker. If an Affiliate Member enters a property Without first obtaining approval, the Affiliate Member is subject to a fine and Revocation of the Access Key. (See Section 9. Enforcement and Termination)
 - m) Unlicensed real estate assistants may obtain an Access Key for the sole purpose of opening the Lock Boxes of the REALTOR Participant or Subscriber for whom they work. Access to Lock Boxes other than the REALTOR Participant or Subscriber's for whom such unlicensed real estate assistant works is strictly prohibited and subject to fines and revocation of the Key Card. (See Section 9. Enforcement and Termination)
 - n) Payment for the fees for an unlicensed real estate assistant's Access Key Card will be the responsibility of the employing REALTOR Participant or Subscriber.
 - o) Prior to obtaining an Access Key, Affiliate members and unlicensed real estate Assistants must provide proof of E and O liability insurance to the SOBR office in form and substance satisfactory to them.
5. Access Code Changes: Changes requested by a Lock Box Subscriber for programming of their Access Key or their Lock Box may be made by the staff of the Board or the registered Broker.

Board staff members are authorized to do the following:

Reprogram the Lock Box Subscriber's PIN (Personal Identification Number) provided That the number requested is unique.

- b) Reprogram the Lock Box shackle code.

- c) Reprogram the Lock Box Subscriber's Lock Box for hours other than the Predetermined timed access currently in the Lock Box.
6. Access: There are currently four categories of access.
- a) Call Before Showing ("CBS"). The listing broker has not authorized access through the System without prior notification of the showing.
 - b) Standard Hour Access. The listing broker has placed a Lock Box on the property and left the hours of access at the standard setting.
 - c) 24 Hour Access. The listing broker has placed a Lock Box on the property and Selected the 24-hour access option so Lock Box Subscribers may access the property 24 hours of the day.
 - d) Non-Standard Hours of Access. The listing broker has placed a Lock Box on the property and within the specified hours of access.
7. Audit and Inspection. Board reserves the right to audit the Lock Box Subscriber's use of the System at any time upon advanced notice. If the Board believes that the System is in danger of a security breach, the Board may audit a Lock Box Subscriber's use of the System without notice. Lock Box Subscribers shall be prepared to document or evidence the location of each Lock Box and Access Key indicated as being in their possession. Failure or refusal to evidence that such Lock Box or Access Key is in the control of the Lock Box Subscriber, whether located on a property or in the Lock Box Subscriber's physical possession, shall be conclusive proof that it is lost. The Board reserves the right to deactivate any Access Key Card it reasonably believes to be outside the possession and control of the designated Lock Box Subscriber.
8. Responsibilities and Warranties:
- a) Lock Box Subscribers shall attend instructional meetings as scheduled by the Board on the operation and use of Lock Boxes, Access Keys and the System.
 - b) Lock Box Subscribers shall be responsible for the update of all Access Keys and Lock Boxes in their possession.
 - c) Subscribers, by acceptance of Lock Boxes and Access Keys have agreed to abide by these Rules and Regulations.

- d) Each Lock Box Subscriber agrees to indemnify, and hold harmless, the Board against any and all actions, suit, costs, expenses and liabilities, including reasonable attorney's fees incurred by the Board, without limitation, that result from the Subscriber's participation in, use or misuse of any Lock Box, Access Key, or the System. This obligation shall be personal to each of the Lock Box Subscribers. The Board does not offer any warranty, either express or implied and excludes the warranties of merchantability and of fitness for a particular purpose, regarding the design, use or operation of the System, any Lock Box or any Access Key. The warranty provided by the manufacturer is the sole warranty available to the Lock Box Subscriber. The Board shall not be liable to any Lock Box Subscriber for any malfunction of the System or otherwise as a result of the Lock Box Subscriber's use misuse of the System.
9. Enforcement and Termination: These rules and regulations regarding the system Shall be enforced in accordance with the provisions of the SOBR Multi-List Rules And Regulations.
- a) A Lock Box Subscriber may not use their Access Key to access a Lock Box without first calling the listing office to ascertain the availability of the property, schedule a showing, and obtain other showing instructions from the listing office, unless instructed otherwise in writing in MLS by the listing broker. It is recommended that approval of requested showing be confirmed by listing realtor either by text or by email. Violations of this rule will result in significant penalties, including but not limited to a fine of \$1,000, for each violation of this rule and/or suspension from use of the Lock Box System for a specified period of time to be determined by the SOBR.
 - b) Access Key holders shall not allow their Access Key to be loaned, given, or used by other persons at any time. An Access Key holder may not borrow an Access Key from another Access Key holder. Violations of this rule will result in significant penalties, including but not limited to a fine of up to \$2,500, for each violation of this rule and/or suspension from use of the Lock Box System For a specified period of time to be determined by the SOBR.
 - c) Lock Box Subscribers shall comply with the National Association of REALTORS Requirements for use of a Lockbox system. Such requirements shall be considered as a minimum standard. THE MLS may establish requirements that are more

restrictive than those of the National Association of REALTORS.

- d) Lock Box Subscribers, by executing the Lease Agreement, affirm that they have Received a copy of these Rules and Regulations and shall be bound by the same and as they may be changed from time to time by THE MLS. Lock Box Subscribers agree to indemnify THE MLS against, and hold THE MLS harmless from, any and all actions, suits, costs, expenses and liabilities, including reasonable actual attorney's fees incurred by THE MLS, without limitation, whether accrued or threatened, that result from Lock Box Subscriber's participation in, use or misuse of any Lock Box, Access Key, or the System, including any and all expenses incurred by THE MLS in attempting to enforce any and all fees and expenses including but not limited to attorney's fees incurred in the recovery of any Lock Box or Key Card which are related to the Lock Box Subscriber's use of the System and for re-securing the System. This obligation shall be personal to the Lock Box Subscriber who executed the Lease Agreement with THE MLS.
- e) The MLS does not offer any warranty regarding the design, use or operation of the System, any Lock Box or Access Key. The warranty provided by the manufacturer is the sole warranty. The MLS shall not be liable to any Lock Box Subscribers for any malfunction of the System or otherwise as a result of the Participant's use or any Lock Box
- f) Subscriber's receipt of a complaint against a Lock Box Subscriber alleging violation of these Rules and Regulations that complaint shall be processed by the MLS in the same manner as complaints relating to violations of the Rules and Regulations pursuant to procedures promulgated by the National Association of REALTORS as properly modified and adopted by the Southern Oklahoma Board of Realtors. Lock Box Subscriber acknowledges that if, after a hearing before the appropriate hearing panel of the MLS, they are determined to have violated these Rules and Regulations, and/or the Lease Agreement, and she/he may be subject to the provisions Described in SOBR MLS Rules & Regulations, Section 9.1 VIOLATIONS OF RULES AND REGULATIONS.
- g) Lock Box Subscriber's privileges may be terminated for non-payment of fees the same manner as specified in the SOBR MLS Rules & Regulations.

Go to www.supraekey.com for tutorials on usage and technology questions.

Internet Data Exchange (IDX)

Section 17 IDX Defined

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

Section 17.1 Authorization

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

Section 17.2 Participation

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

Section 17.2.1

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

Section 17.2.2

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

Section 17.2.3

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

Section 17.2.4

Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of

property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant. (Amended 11106)

Section 17.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads not less frequently than every 12 hours. (*Amended 04/17*)

Section 17.2.6

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

Section 17.2.7

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

Section 17.2.8

Any IDX display controlled by a participant or subscriber that:

- a. allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (*Adopted 05/12*)

Section 17.2.9

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

Section 17.3 Display

Display of listing information pursuant to IDX is subject to the following rules: **NOTE:** All of the following rules are optional, but if adopted, cannot be modified. Select those rules which apply to your IDX program and number the sections accordingly.

Section 17.3.1

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

Section 17.3.1.1

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

Section 17.3.2

Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from 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. (Added 8/2016)

Section 17.3.3

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and type face not smaller than the median used in the display of listing data. Displays of minimal information (e.g., "thumbnails," text messages, "tweets," "Facebook status," "snapchat," social media and the like, etc., of two hundred (200) characters or less are included in this requirement and should identify the listing firm in an equally prominent position to the participant. Listing firm should appear in

similar font size, typeface, color, and be visible in the same frame as other participant's information on standard or mobile device (e.g., Apple iOS, Android, etc.) displays. (Amended 06/2018)

Section 17.3.4

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

Section 17.3.5

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 17.3.6

Deleted November 2006.

Section 17.3.7

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

Section 17.3.8

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

Section 17.3.9

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

Section 17.3.10

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 17.3.11

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

NOTE: An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Amended 8/2016)

Section 17.3.12

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

* NOTE: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. (Amended 08/2016)

Section 17.3.13

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail addresses) IS prohibited.

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

Section 17.3.14

Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. (Amended 05/12)

Section 17.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (Amended 05/12)

Section 17.3.16

Deceptive or misleading advertising on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if Listing Brokerages logo and contact information is larger than that of any third party, and visible in the same frame as other participant's branded information on standard devices and mobile device (e.g., Apple iOS, Android, etc.) (Amended 06/2018)

Section 17.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (*Adopted 11101, Amended 5105*)

Section 17.5 Compliance of IDX Rules and Regulations

Termination of License. In the event Participant fails to pay any Fees when due or SOBR, in its sole discretion, determines that User or its Contractor have failed to comply with any term or condition of this Agreement or the SOBR Rules and Regulations, SOBR shall provide Participant and User with written notice of such non-payment or non-compliance, and User shall have five (5) business days from the date of receipt of the notice, to modify, correct and/or remedy such non-payment or non-compliance. Should Participant fail to pay such amounts due or User fail to remedy, to SOBR's satisfaction, such non-compliance within the five(5) day period, SOBR shall have the right to terminate User's License, and Access, immediately and without further notice. (This is being reviewed.)

Section 18.0 Virtual Office Websites (VOWs)

Section 18.1 VOW Defined

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

broker or sales licensee, or by an "Affiliated VOW Partner" (A VP) on behalf of a participant.

- c. "Affiliated VOW Partner" (A VP) 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, A VP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No, A VP 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 A VP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- d. As used in Section 19 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

Section 18.2 Right of VOW Participants to Display MLS Information

- 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 18.3 Steps for Participants to take on VOW before Consumer Searches

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
 - i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers

(hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

- ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below), The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.

- b. 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 e-mail address is associated with only one username and password.

- c. The participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, username, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.

- d. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

- e. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
 - i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW

- iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property.
- v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database.
- f. 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.
- g. 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 18.4 VOW Participants must Display Contact Info

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 18.5 VOW Participants must Monitor

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

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

Section 18.6 VOW Not to Display Addresses if Seller opts out.

- 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

- a. 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 18.7 VOW – Third Party Comments

- 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 18.8 VOW Means to Receive Comments from Listing Broker

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

Section 18.9 Refresh VOW at least Every Three Days

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three days. (Amended 10/2017)

Section 18.10 VOW cannot distribute MLS Data

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

Section 18.11 VOW Privacy Policy

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

Section 18.12 VOW Exclusion of Listings Rules

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

Section 18.13 VOW must notify MLS of Intention

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 18.14 Participant may operate more than one VOW

A participant may operate more than one VOW himself or herself or through an A VP. 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 A VP is subject to the supervision and accountability of the participant.

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

Section 18.15 What VOW cannot make Available

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

- a. expired, withdrawn, or pending ("under contract") listings
- b. the compensation offered to other MLS participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail addresses)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

Section 18.16 VOW cannot change content of MLS Listing Info.

A participant shall not change the content of any MLS listing information

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

Section 18.17 Notice that MLS Info not Guaranteed

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

Section 18.18 Display on VOW Listing firm

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

Section 18.19 VOW Limits number of listings may view

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

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

Section 18.21 No VOW Deceptive or Misleading Advertising

A participant may display advertising and the identification of other entities ("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information (or that of at least one participant, in the case of a VOW established and operated on behalf of more than one participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all participants displayed on the VOW is as large as the logo of the A VP and larger than that of any third party. (Amended 10/2017)

Section 18.22 ID Source VOW is Using

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

Section 18.23 VOW must Separate Listings from MLS Listings

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 18.24 License Agreement by MLS

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

Section 18.25 Seller Requests Listings to be withheld

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

SHOWING TIME

Section 19.0 ShowingTime Defined

An online application/program that assists licensees with scheduling showing appointments 24/7. All showings must still be confirmed by the listing broker, before a licensee may enter a property. Licensed through SOBR MLS for use by all SOBR and MLS participants.

Section 19.1 Automated Feedback

Feedback is automatically requested after each showing, with up to 10 follow-ups.

Section 19.2 In-Depth Showing Reports

Keep track of agent, office and listing activity, or compare properties in your market.

Section 19.3 ShowingCart®

Can schedule multiple showings at one, organized logically with a map and driving directions

Section 19.4 Mobile App

Request Showings, confirm appointments and request feedback while you're on the go. (Added 5/2020)

UPDATES / AMENDMENTS TO MLS RULES AND REGULATIONS BY DATE

Board Approved 29 January 2009
Membership Approved 3, February 2009
Mandatory Amendments Made 04/2014
Suggested Amendments 04/2015
Board Approved June 25, 2015
Amendments 05/2016
Lockbox Rules Incorporated 05/2016
Amendments 06/2016
Amendments 07/2016
Mandatory Amendments Made 08/2018
Board Approved Amendments June 28, 2018
Board Approved Amendments September 27, 2018
Board Approved Dues Amendments 1/2019
Mandatory Amendments Made 2/2020
Board Approved April 23, 2020
Listing Input Fines Amended May, 2020
Teams Adopted May, 2020
Listings with New Owner (Relocation Service) Adopted May, 2020
Types of Memberships updated to include: Board of Choice, MLS of Choice, Appraiser Affiliates, Student added to Unlicensed May 2020
Listing Fees removed May, 2020
MLS Committee Meeting Time updated May, 2020
Lockbox Formula Adopted May, 2020
ShowingTime adopted in 2019, Incorporated into Rules May, 2020
Coming Soon adopted and incorporated into Rules May, 2020

SOBR DUES, SERVICE FEES AND CHARGES

(Amended 2/2020)

Membership Dues and MLS Dues are pro-rated

MEMBERSHIP DUES FOR DESIGNATED REALTORS®, LICENSEES, APPRAISERS AND SECONDARY MEMBERS, BOARD OF CHOICE

2020 Local Board Membership Dues Designated Brokers & Licensees	\$240.00
2020 OAR Membership Dues ^{2, 4}	\$160.00
2020 OAR Real Estate Issues Fund ^{2, 4}	\$10.00
2020 OAR Prof. Standards Assessment ^{2, 4}	\$5.00
2020 NAR Membership Dues ^{3, 4}	\$150.00
2020 NAR Special Assessment ^{3, 4}	\$35.00
RPAC Investment (optional) ⁴	\$15.00
TOTAL:	\$615.00
2020 Local Board Membership Dues for Appraisers Affiliates	\$240.00

²Only Applies to Primary Members

³Only Applies to Primary Members

⁴Only Applies to REALTORS®

MLS & LOCKBOX FEES FOR DESIGNATED REALTORS®, LICENSEES, APPRAISERS, SECONDARY MEMBERS AND MLS OF CHOICE

2020 SOBR MLS Dues (per quarter)	\$150.00
2020 SUPRA Ekey (\$10.98 monthly) (<i>For Primary & Secondary Only</i>)	\$131.76
2020 SUPRA Ekey Set up fee (one-time) (<i>For Primary & Secondary Only</i>)	\$50.00

MLS/LOCKBOX FEES FOR INSPECTORS/AND UNLICENSED EMPLOYEES

2020 Inspector Fees (per quarter) for ELBs	\$75.00
2020 Unlicensed Employees (Students) (per quarter)	\$75.00
2020 SUPRA Ekey (\$10.98 monthly)	\$131.76
2020 SUPRA6 Ekey Set up fee (one-time)	\$50.00

DUES FOR AFFILIATES

Annual Dues	\$200.00
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2020 MISCELLANEOUS MLS FEES

2020 Designated REALTOR® Application Fee (one-time)	\$500.00
2020 SOBR New Licensee Application Fee (one-time)	\$125.00
2020 OAR Application Fee (one-time)	\$50.00
Office Transfer Fee	\$25.00
Team Setup	\$100.00
IDX Feed Setup/Change	\$50.00
Inactive-Active	\$25.00
Board Lunches for Inspectors and Affiliates (per person/per luncheon)	\$10.00