

# REALTRACS RULES

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# REALTRACS RULES

Last Revised: September 20, 2023

## SECTION 1: DEFINITIONS

As used in these Rules, the following terms shall have the indicated meaning:

**1.1 Association.** The local REALTOR® association where Participant maintains their primary membership.

**1.2 Binding Sales Contract.** A Binding Sales Contract is defined herein as a written offer to purchase that has been executed by the prospective buyer(s) and seller(s) in accordance with state law.

**1.3 Board of Directors.** The group of individuals elected to govern Realtracs in accordance with the Realtracs' Bylaws and governing documents.

**1.4 Exclusive Agency Agreement.** A contractual agreement under which the listing broker becomes the agent of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

**1.5 Exclusive Right to Sell.** A contractual agreement under which the listing broker becomes the agent of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; and a contractual agreement under which the listing broker becomes the agent of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker.

**1.6 Listing Content.** All data and information that any Participant or User submits, contributes, or provides to Realtracs, including, but not limited to, text, photographs, images, the Primary Image, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other materials, details or information related to each property in the MLS Compilation, in any form now known or hereafter discovered.

**1.7 MLS.** The Multiple Listing Service that is provided by Realtracs to Participants and Users.

**1.8 MLS Compilation.** All data available to the Participants, including Listing Content, on the Realtracs System, and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

**1.9 Multiple Listing Service.** Realtracs' multiple listing service ("MLS") is organized for the orderly compilation and dissemination of listing information so Participants may better serve their clients, customers and the public, including listing properties for sale and lease, cooperating with other Participants in the sale and lease of property, facilitating Participants and appraisers to perform accurate valuation of properties, and enabling Participants to establish express or implied legal relationships with respect to their or their clients' offers of cooperative compensation with other Participants or their clients or customers.

**1.10 New Construction.** A property is considered "New Construction" if, at a minimum, foundation work has begun.

**1.11 Open Listing.** A contractual agreement under which the listing broker becomes the agent of the seller(s), and the seller(s) agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker. Realtracs does not accept open listings.

**1.12 Participant.** The REALTOR® principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation shall be termed the "Participant" in Realtracs and shall have all rights, benefits, and privileges of Realtracs, and shall accept all obligations to Realtracs for the Participant's firm, partnership, or corporation, and for compliance with the Realtracs Bylaws and these Rules by all persons affiliated with the Participant who utilize the MLS. Each Participant must meet the Participation requirements defined in Section 1.13.

**1.13 Participation.** Participation in the MLS is available to the firm, partnership, or corporation of any REALTOR® principal that is a member of any Board/Association of REALTORS®; holds a current real estate broker's license and cooperates impartially with all other Participants, including by endeavoring on an ongoing basis to cooperate with other Participants in the sale or lease of listed properties, or holds a current appraiser's license; and otherwise complies with these Rules and Realtracs' policies.

**1.14 Primary Image.** An image of the property that is the subject of the listing record.

**1.15 Public Marketing.** Marketing a listing through flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), general showings, broker and public open houses, digital marketing such as email campaigns and social media applications, and other similar marketing and advertising activities.

**1.16 Realtracs Service Area and Mandatory Listing Area:**

**Service Area:** The service area of Realtracs consists of the listed counties in Exhibit C with the "Service Area" designation.

**Mandatory Listing Area:** The mandatory listing area of Realtracs consists of the listed counties in Exhibit C with the "Mandatory Listing Area" designation.

**1.17 Realtracs System.** The electronic information system that Realtracs, or its third-party provider(s), maintains to make access to the Listing Content and MLS Compilation available to Participants and Users in accordance with these Rules.

**1.18 Saved Information.** Information that a User stores in the Realtracs System for their own later use that is not intended by them to be available to other Users, including client prospect and contact information.

**1.19 Showing.** Seller(s) or listing brokers facilitating access to a listing by other agents, brokers or potential buyers/tenants for the purpose of viewing a listing as a potential purchase or lease.

**1.20 Short Sale.** A transaction where title transfers; where the sale price is insufficient to pay all Third Party Creditors and the costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies.

**1.21 Statuses.**

<u>Type</u>	<u>Definition</u>
Incomplete	An exclusive listing agreement has been executed with an effective date. The Incomplete status may be used for other listing management purposes, but for the sake of these Rules, Incomplete shall have the meaning set forth above.
Coming Soon/Hold	An exclusive listing agreement has been executed, but the seller(s) instructs, in writing, that the listing cannot be shown for a specific period of time. The Coming Soon/Hold status may be designated when a new listing is submitted to the MLS and/or during the term of the listing agreement. When a property is listed as Coming Soon/Hold, all showings are prohibited, including showings by listing agent or agents from listing agent's firm. Public Marketing other than showings is permitted while a listing is in this status.

Active	An exclusive listing agreement has been executed, and the listing is available for showing.
Under Contract-Showing	A Binding Sales Contract has been executed but the seller(s) requests that the property <u>still be shown</u> for back-up contracts.
Under Contract-Not Showing	A Binding Sales Contract has been executed and the seller(s) requests that there be <u>no more showings</u> .
Closed	A listing where ownership has been transferred to a buyer.
Expired	The term of an exclusive listing agreement has expired.
Cancelled	An exclusive listing agreement has been mutually terminated, in writing by the Participant and seller(s), prior to the expiration of the exclusive listing agreement.

**1.22 Third Party Creditors.** Those parties that have a security interest in the listed property; secured interests include, but are not limited to, mortgages, home equity lines, and liens.

**1.23 To Be Built.** Properties designated "To Be Built" are required to have an intended house plan or elevation planned for construction.

**1.24 User.** Any individual affiliated with a Participant, including employees, contractors, assistants, salespeople or licensees who list, show, sell, appraise real property (whether licensed or unlicensed as real estate agents or appraisers), or any other authorized person who utilizes the MLS on a regular basis and is entitled to such access. Any non-principal broker, sales associate, and licensed and certified appraisers affiliated with a Participant and are subject to fee waiver under the Realtracs' policies are not Users.

## SECTION 2: LISTING PROCEDURES

**2.1 Listing Procedures.** Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the Realtracs Mandatory Listing Area, and are taken by Participants on an exclusive listing agreement, shall be filed with Realtracs within forty-eight (48) hours after all necessary signatures of seller(s)/landlord(s) have been obtained:

- a) residential
- b) multi-family
- c) land, lots and farms

Each listing must, at a minimum, be entered with an Incomplete status and include the address and listing agreement execution date within the forty-eight (48) hour timeframe.

**2.2 Clear Cooperation.** Within one (1) business day of any Public Marketing, a listing must be made available for cooperation with other MLS Participants by designating the listing status as Coming Soon/Hold or Active.

- a) 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 2.1 and listings exempt from distribution under Section 2.9, and any other situation where the listing Participant is Publicly Marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.
- b) Showings are considered Public Marketing and, once a listing is shown, it must be submitted in accordance with this Section 2.2 and may not be entered with a status of Coming Soon/Hold. The exception to this rule is when an Exempt Listing is shown, on a one-to-one basis, to prospective buyers in a manner that protects the Seller's privacy concerns.

- c) New Construction developments with multiple properties where a Participant has a blanket listing agreement with the seller are not subject to Section 2.2.

**2.3 Listings Subject to the Rules.** Any listing taken on an Exclusive Right to Sell or Exclusive Agency contract to be filed with Realtracs is subject to these Rules upon signature of the seller(s). Participants must submit 100% of their Exclusive Right to Sell and Exclusive Agency listings, unless specifically exempted by these Rules or not accepted by the MLS. In the event that the listing of a Participant has as its listing agent, or salesperson, a licensee who is subject to a fee waiver under Section 6.5, then that listing is ineligible for submission to the MLS.

**2.4 Accepted Listings.** Realtracs shall accept Exclusive Right to Sell listing contracts and Exclusive Agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer cooperation with the other Participants of Realtracs. Realtracs does not accept net listings, Open Listings, or listings for mobile homes without lots.

- a) Participant shall ensure that any listing contract submitted to Realtracs contains one of the following, or substantially similar, notice signed by the seller(s)/landlord(s):

"Seller(s) understands that the property information will be included in the Realtracs multiple listing service and (name of listing broker) is subject to the Rules of Realtracs Seller represents that the information is correct to the best of the seller(s) knowledge."
- b) All exclusive listing agreements shall contain a listing date, a definite and final expiration date, and a full gross listing price.
- c) Participants shall verify in the proper manner any Listing Content submitted to Realtracs and maintain copies of any listing contract submitted to Realtracs.

**2.5 Detail on Listings Filed with the MLS.** Any listing when filed with Realtracs must include all required information.

- a) Realtracs reserves the right to reject or remove any listing submitted in a manner not in accordance with the Rules & Regulations.
- b) All listings must be entered in their proper geographic area designated for that purpose.
- c) When applicable, properties must be designated OWNER/AGENT as the listing type.
- d) The directions must have a known starting point (e.g. town center, intersection or familiar landmark) and accurate directions to the listed property.
- e) New Construction must have an estimated completion date.
- f) Contact information (e.g. phone numbers, co-listing agent names, seller names and numbers, websites, e-mail addresses and other forms of advertising) is permitted only in the Private Remarks field.
- g) The Public Remarks field is intended to include a written description of the property and any special features of the property. The Private Remarks field is intended to include information the Participant wishes to convey to the other Participants, such as special offers and showing instructions.
- h) All listings in all property types are required to have, at a minimum, a Primary Image when entered in the Realtracs System. Listings submitted with an Incomplete status are not required to have any digital images. Listings submitted "For Comp Purposes Only" are required to have a Primary Image.

**2.6 Property Categories.** In most cases, the property category (residential, multi-family, land/lots/farms) for a listing is obvious. In all cases, the property category for a listing shall not be inconsistent with the tax record, unless the inconsistency is disclosed in the Public Remarks. In no case shall the property category selected for a given listing be misleading to potential buyers and other Participants. Realtracs reserves the right to remove a listing from the system if it is determined that the selected property category is misleading or inaccurate.

- a) To Be Built listings are required to have an intended house plan or elevation planned for construction. Otherwise, tracts of land must be listed in the residential lot, unimproved tract, or unrestricted tract categories. To Be Built properties may NOT be listed in two property categories.

**2.7 Cross-Category Listings.** Farms with houses may be entered in both the land/lots/farms and residential property categories in the MLS system. In rare instances, a multi-family property may be entered in both multi-family and residential as long as the provisions of Section 2.6 are followed. Once closed, however, only one listing should be modified as closed, and the other is to be cancelled from the system.

**2.8 Listing Media Requirements.** The primary purpose of photographs, sketches, diagrams, and other media submitted to Realtracs is to convey a visual representation of the property listed to other Participants and their clients and customers. The primary subject matter, therefore, must be the listed property.

- a) Submitting images for company or agent advertising is prohibited. “For sale” signs incidental to the listing are acceptable.
- b) Digitally altering images to include overlays of other images, text, photos or logos is prohibited.
- c) Digitally altering images that change the accuracy of the actual listing’s depiction or representation is prohibited. The use of “virtually staged photos” is permitted so long as the images are not deceptive to potential buyers.
  - a) A “virtually staged photo” means an image that has been altered with editing software to create a conceptual rendering of what a room and/or the property might look like if it were physically staged or lived in.
  - b) All virtually staged images must be designated as such in the media remarks.
  - c) Except for To-Be-Built and Under Construction listings, an image of the existing room or property in its current state must be included immediately before or immediately after the virtually staged image. In other words, “before” and “after” images must be included and disclosed.
  - d) Virtually staged photos may include personal property items not conveyed with the real property. Examples include, but are not limited to:
    - Applying digital photos edits of furniture, mirrors, artwork, rugs, plants, etc., into a photo of an empty room.
    - Removing an existing non-fixed home element or furnishing from an image and replacing it with a digital representation of one similar. Examples: furniture, mirrors, artwork, rugs, plants, etc.
  - e) Virtually staged photos may include landscaping improvements that could realistically be made to improve the property’s exterior appearance.
  - f) Virtually staged photos may not include deceptive elements including, but not limited to the following:
    - Furniture or personal property that will not fit within a room’s dimensions.
    - Views from the property that do not exist, such as lakes, rivers, fields, skylines and landmarks.
    - Fixed features that do not exist, such as a fireplace or property addition.
  - g) Virtually staged images cannot remove elements outside the property owner’s control, such as buildings on adjacent properties, power lines, utility poles, water towers, retaining walls and highways.
- d) “To Be Built” listings will be designated with a default image indicating construction has not begun on the property. Additional media may include floor plans, elevation sketches and photos of properties similar to the “To Be Built” listing.
- e) Realtracs staff may remove photographs, sketches, diagrams or other media that do not adhere to these Rules.

**2.9 Exempt Listings.** If the seller refuses to permit the listing to be disseminated by Realtracs to other Participants, then the listing Participant may take the listing, and the listing will be filed with Realtracs within forty-eight (48) hours with a status of Incomplete. The exempt listing shall not be disseminated through Realtracs to other Participants. However, the restriction by the seller(s) against disseminating the listing via Realtracs must be (i) substantiated in writing, (ii) signed by the seller(s), and (iii) acknowledge that exempt listings may not be publicly marketed. Realtracs provides the “Sellers Waiver of Cooperation via MLS and Marketing” form for Participants’ use. The seller-authorized restriction must be included with the Incomplete listing as an attached document. This seller-authorized restriction, together with the exclusive listing agreement, shall also be maintained in the brokerage office records for the listing. If the exempt listing is Publicly Marketed, then MLS Participants must modify the exempt listing within one (1) business day of the Public Marketing in accordance with Section 2.2, Clear Cooperation. A Participant’s use of exempt listings to circumvent cooperation with other Participants is prohibited.

#### **2.10 Coming Soon/Hold; New Construction**

- a) When a property is submitted as Coming Soon/Hold, (i) all showings are prohibited, including showings by listing agent or agents from listing agent’s firm; (ii) Public Marketing (except for showings) is permitted. A listing entered as Coming Soon/Hold may not be changed to Active or Under Contract-Showing status and changed back to Coming Soon/Hold within a five-day period.
- b) All New Construction must be entered into MLS as Active, Coming Soon/Hold, or Under Contract designated as a “presale” prior to the completion of the framing stage of construction. A rendering or photograph of a model home may be used until the facade is complete.

**2.11 Status Changes.** Any change to the original exclusive listing agreement or the property information that changes the offer of cooperation or Listing Content conveyed through Realtracs shall be reported to Realtracs. Changes to the original exclusive listing agreement require the signature of the seller(s) and broker. Other changes require the broker’s signature.

- a) After authorized changes are received by the listing broker, they must be reported or input within forty-eight (48) hours of the change condition, with the exception of Closed which must be reported or input within seventy-two (72) hours.
- b) A status change must be made within 48 hours of the execution of a Binding Sales Contract. The status can be changed to:
  - i. Under Contract-Not Showing: when a Binding Sales Contract has been executed and the property is no longer being shown; or
  - ii. Under Contract-Showing: when a Binding Sales Contract has been executed but the property is being shown for a back-up contract, due to a kick-out clause or other contingency.
- c) The listing status may be changed to Coming Soon/Hold during the term of the listing agreement, upon written request by the seller(s). When a property is listed as Coming Soon/Hold, all showings are prohibited, but Public Marketing (except for showings) is permitted.
- d) For bank-owned property (REO) only, once an offer to purchase has been submitted and the parties are waiting for completion of the bank addendum, the listing status must be changed to 1) Under-Contract – Not Showing or 2) Under Contract-Showing with “awaiting bank addendum” as the contingency type – which means the property is still being shown for back-up contracts.
- e) For automated systems for accepting offers to purchase (e.g. HUD Homes and REO systems), the following status changes must be made when the property is no longer listed on the website or other automated system. If the listing broker is no longer accepting offers to purchase, the listing status must be changed to Under Contract-Not Showing or Cancelled. If the listing broker is accepting offers to purchase for backup contracts, the status may be changed to Under Contract-Showing.

**2.12 Contingencies Applicable to Listings.** Any contingency, exclusion, or special condition in the listing shall be noted in the listing information disseminated to the Participants.

**2.13 Listing Multiple Unit Properties.** All properties that are to be sold separately should be listed separately and entered into the computer system separately. Properties for which a Participant has one listing agreement but which “may” be sold in parts should be entered once in the computer system and specify the options available in the Public Remarks field.

When a portion of a listed property has been sold, the Listing Content should be modified to accurately reflect the remaining property for sale. The sold portion should be entered separately as closed for comparable purposes.

**2.14 One Exclusive Listing Accepted.** Participants shall not knowingly obligate sellers/landlords to pay more than one commission except with their informed consent. Consequently, Realtracs will only accept one exclusive listing for a particular property at a time.

If two or more listings are submitted to Realtracs for a particular property within a twenty-four (24) hour time frame, both or all will be rejected, and the Participants notified of their removal from the system. It will be the responsibility of the Participants to determine, among themselves, which firm is the exclusive agent.

If a second listing is submitted to Realtracs for a particular property already in the system, the second listing will be rejected, and the Participant notified of its removal from the system. Upon submitting proof to Realtracs that the seller has acknowledged the potential existence of a current, exclusive listing agreement with another Participant and their potential obligation to pay two commissions on the sale of the property, the second listing may be resubmitted to Realtracs.

**2.15 Expiration of Listings.** Any listing filed with Realtracs automatically expires on the date specified in the listing agreement unless renewed or extended by the listing broker. If notice of renewal or extension is dated after the expiration date of the original listing, a new listing agreement must be secured for the listing to be filed with the MLS. It shall be published as a new listing. Any extension or renewal of a listing must be signed by the seller(s) and listing broker.

**2.16 Cancellation of Listing Prior to Expiration.** Listings of property may be cancelled with Realtracs by the listing broker before the expiration date of the listing agreement, provided that the cancellation is authorized in writing by an agreement between the seller and listing broker.

Sellers do not have the unilateral right to require Realtracs to cancel a listing without the listing broker’s concurrence. However, when a seller(s) can document that his or her exclusive relationship with the listing broker has been terminated, Realtracs may remove the listing at the request of the seller.

**2.17 Removal of Listing Content.** Removal of any Listing Content from a listing in the Realtracs System with a Closed, Expired, or Cancelled status by Participant or any User is prohibited, except as described in this section. The Primary Image for a listing is prohibited from removal; additional images associated with a listing record may be removed. Realtracs reserves the right to remove Listing Content in its sole discretion. Participant may submit a written request to Realtracs to remove certain Listing Content and such request must include the reason for the request and applicable supporting documentation.

**2.18 Listings of Suspended or Expelled Participants.** When a Participant is suspended or expelled from Realtracs for failing to abide by an association membership duty, such as violation of the Code of Ethics, association Bylaws, or other membership obligations, or failing to abide by the Bylaws and Rules of Realtracs, except failure to pay dues, fees or charges, all listings currently filed with Realtracs by the suspended or expelled Participant shall, at the Participant’s option, be retained in Realtracs until sold, cancelled, or expired, and will not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension or expulsion became effective.

If a Participant has been suspended or expelled from a participating Association or Realtracs for failure to pay dues, fees, or charges, the Realtracs will terminate services to the Participant, including continued inclusion of the suspended or expelled Participant’s listings in the MLS Compilation of Listing Content with the Statuses of Active, Coming Soon/Hold, Under Contract-Showing, or Under Contract-Not Showing. Prior to the removal of a suspended or expelled Participant’s listings from Realtracs, the suspended or expelled Participant will be advised in writing of the intended removal so that the suspended or expelled Participant may advise their clients or customers.



**2.19 Listings of Resigned Participants.** When a Participant cancels their Realtracs Participation, Realtracs will terminate services to the Participant, including continued inclusion of the resigned Participant's listings in the MLS Compilation of certain Listing Content. This paragraph shall serve as official notification that all Active, Coming Soon/Hold, Under Contract-Showing, or Under Contract-Not Showing listings of a resigned Participant shall be removed from the MLS Compilation.

**2.20 Status Changes of Listings of Suspended or Expelled Participants.** Notwithstanding the suspension or expulsion of the Participant, corrections or additions to the Listing Content or changes in status shall be accepted during the term of the original listing agreement.

**2.21 Service Area and Mandatory Listing Area.** Only listings of the designated property types located within the Realtracs Mandatory Listing Area are required to be submitted to Realtracs. Listings of property located outside the Realtracs Mandatory Listing Area will be accepted if submitted voluntarily by a Participant.

## SECTION 3: SELLING PROCEDURES

**3.1 Reporting Sales to the MLS.** Once a Binding Sales Contract is executed the listing broker shall report it to Realtracs within forty-eight (48) hours. If negotiations were carried on under Section 3.1(a) or 3.1(b) hereof, the cooperating broker shall report an accepted offer to the listing broker within twenty-four (24) hours after execution, and the listing broker shall report the accepted offer to Realtracs within twenty-four (24) hours after receiving notice from the cooperating broker.

**3.2 Reporting Resolutions of Contingencies.** The listing broker shall report to Realtracs within forty-eight (48) hours that a contingency on file with Realtracs has been fulfilled or renewed, or the agreement cancelled.

**3.3 Reporting Cancellation of Binding Sales Contract.** The listing broker shall report immediately to Realtracs the cancellation of a Binding Sales Contract and the listing shall be reinstated immediately.

**3.4 Reporting Purchases of Unrepresented Sellers.** Participants may report sales of properties not listed by a Participant ("Non-MLS") for statistical and comparable purposes. Participants must enter all required information and comply with Realtracs' guidelines for submitting non-MLS properties to the MLS.

**3.5 Reporting Lease/Purchase Agreements.** The listing broker shall report an executed lease/purchase agreement to Realtracs within seventy-two (72) hours. A listing with an executed lease/purchase agreement must be "Cancelled." When the subject property is closed, the listing should be re-entered and reported as "Closed" for comparable information. The Private Remarks must include "For comparable purposes only."

## SECTION 4: PROHIBITIONS

**4.1 Information for Participants Only.** Any listing filed with Realtracs shall not be made available to any broker or firm who is not a member of Realtracs, without the prior consent of the listing broker. A Participant with licensees who are subject to a fee waiver under Section 6.5 may not make listings of other Participants in Realtracs available to those licensees. The preceding sentence does not prohibit a licensee from accessing listing records from another MLS or from any other source lawfully available to the licensee.

## SECTION 5: COMMISSIONS AND COMPENSATION

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

**5.2 Compensation Specified on Each Listing.** The listing broker shall specify, on each listing filed with Realtracs, compensation offered to other Participants for their services in the sale or leasing 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).

- a) The compensation on each listing filed with Realtracs shall be entered as a percentage of the gross selling price or as a definite dollar amount, which may be any figure, from zero and up.
- b) The seller(s)/lessor(s) must approve any offer of compensation amount to be submitted to Realtracs, which approval may also (but need not) reflect whether the parties agreed that payment will be made by the seller(s)/lessor(s) or by the listing broker, to the buyer/tenant or to the buyer's/tenant's broker. The seller(s)/lessor(s) may negotiate a different amount in response to a proposal for a different amount from a prospective buyer. While Realtracs does not enforce obligations outside of these Rules, note that the buyer's/tenant's broker and listing broker may be separately governed by other legal and ethical obligations related to the negotiation of compensation with their clients or customers and each other, including obligations that may govern when and how brokers may communicate about their compensation and how an offer of cooperative compensation may be used to determine the information provided to a buyer/tenant about a property.
- c) The total compensation negotiated between the seller and the listing broker shall not be disclosed in any way to or through Realtracs.
- d) Should a listing broker desire to offer any Participant compensation other than the compensation indicated on a listing published by Realtracs, the cooperating broker must be informed in writing prior to the submission of an offer to purchase, provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the MLS.
- e) Nothing in these 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.
- f) In the event that the gross commission established in the listing contract is subject to court approval or lender approval, and may be reduced by a court or by a lender, the fact that the gross commission is subject to court or to lender 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.

**5.3 Disclosing Potential Short Sales.** Participants must disclose potential Short Sales, when reasonably known to the listing Participants, by changing the listing type to “Exclusive Right to Sell Short Sale” or “Exclusive Agency Short Sale.”

- a) When a Short Sale is disclosed, the listing Participant is communicating to other Participants the facts that the sale and gross commission are subject to approval by Third Party Creditors and that the gross commission may be reduced by Third Party Creditors as a condition of approving the sale.
- b) When a Short Sale is disclosed, the listing Participant may, at his or her discretion, decide to reduce the compensation being offered, if any, to cooperating brokers, because the reduction in the gross commission established in the listing agreement is beyond his or her control. If the listing Participant discloses how any reduction in the gross commission established in the listing agreement will be apportioned between listing and cooperating Participants, then the offer of compensation shall be based on the offer of compensation minus the apportionment disclosed. This disclosure may be entered in the Private Remarks field or by other written communication to cooperating Participants prior to the presentation of an offer to purchase.
- c) If a listing Participant does not disclose how a reduction in the gross commission will be apportioned between listing and cooperating Participants, the compensation offered in the compensation fields, if any, shall be the offer of compensation.
- d) When a listing Participant discloses how a reduction in the gross commission will be apportioned between listing and cooperating Participants, the listing Participant must also disclose to the cooperating Participant, in writing and within forty-eight (48) hours of receipt of notification from third-party creditors, the total reduction in the gross commission and the amount by which the compensation payable to the cooperating Participant will be reduced.

- e) Nothing in this section shall be interpreted to contravene a Participant’s right to file an arbitration, nor does this section preclude an arbitration hearing panel, based on the facts of the case, from awarding an amount different from the compensation offered through Realtracs.

**5.4 Auctions.** Participants may submit auction listings to Realtracs with the following requirements:

- a) Prior to submitting an auction listing to Realtracs, Participants must be licensed to auction properties by the proper state regulatory agency and must provide his or her license information to Realtracs.
- b) When an auction listing is submitted to Realtracs, it must be denoted as an “auction”.
- c) Auction listings submitted to Realtracs must
  - i. include real property;
  - ii. be designated as an “absolute” or “reserve” auction; and
  - iii. include the following details in the Remarks:
    - a. Auction date and time.
    - b. Minimum bid for reserve auctions.
    - c. Preview dates and times.
    - d. Auction terms.
    - e. Buyer’s premium (fees charged by the auctioneer to the buyer) – denoted as a fixed dollar amount or a percentage of the sales price.

**5.5 Participant as Principal.** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through Realtracs, the Participant shall disclose that interest when the listing is filed with Realtracs, and such information shall be disseminated to all Participants. (See Section 2.5)

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

## **SECTION 6: SERVICE CHARGES; REALTRACS SYSTEM**

**6.1 Initial Participation Fee.** The initial application fee for a firm’s Participant in Realtracs shall be determined by the Board of Directors. The Participants’ fee shall be tendered to Realtracs prior to accessing the Realtracs System. The application of a former Participant who has been expelled, cancelled or whose participation has been terminated for any reason whatsoever shall not be accepted unless accompanied by payment in full of all accounts due as of the date of termination.

**6.2 Recurring Participation Fee.** The Board of Directors shall establish fees to be paid periodically by all Participants and Users. The fees shall be payable in advance. Participating brokers are responsible for all fees incurred by his or her firm and Users affiliated with the firm, except that this fee shall be waived for licensees subject to a fee waiver under Section 6.5. In the event of termination or suspension of the Realtracs service, Realtracs will not refund or pro-rate fees.

**6.3 Delinquent Accounts.** A Participant whose account is delinquent shall automatically have all Realtracs services suspended. All accounts suspended for non-payment will be charged a reactivation fee. A Participant may be reinstated by paying all outstanding fees (account balance due) within ninety (90) days after termination. After the ninety days, and in addition to paying all outstanding fees (account balance due), a new application fee is required.

**6.5 User Fee Waivers.** Realtracs provides Participants the option of a no-cost waiver of Realtracs’ fees, dues, and charges for any licensee or licensed or certified appraiser in a participating office who can demonstrate subscription to a different, approved multiple listing service where the principal broker for the office also participates. Realtracs

requires Participants to certify that waiver recipients will not use any Realtracs' services and agree that any violation of the waiver will be subject to penalties and termination of the waiver.

Under Section 6.2, any per-User fee is calculated based on each salesperson and licensed or certified appraiser affiliated with a participating office. The effect of fee waiver is that the number of Users in a participating office for purposes of any recurring per-User fees paid by a Participant under Section 6.2 shall be reduced by the number of licensees and certified appraisers who are subject to waiver under this Section 6.5. For purposes of this Section 6.5 and all rule provisions referring to it, "licensee" refers to non-principal salespersons and licensed and certified appraisers. Section 6.5.1 sets out the conditions for fee waiver, Section 6.5.2 the process for obtaining and maintaining waivers, Section 6.5.3 circumstances under which waiver is revoked and consequences of revocation, and Section 6.5.4 the consequences of repeated violations of these policies.

**6.5.1 Conditions for Waiver.** Fee waivers are available for non-principal broker real estate licensees and non-principal appraiser licensees in offices participating in Realtracs, provided the Participant and any fee-waived licensee(s) meet all the following requirements:

- a. Any fee-waived licensee must maintain an active subscription in another multiple listing service that has adopted a policy, in this MLS's reasonable judgment, substantially similar to this Section 6.5 and that will certify this information to this MLS on the frequency established by Realtracs.
- b. Realtracs reserves the sole right to determine if another organization qualifies as a multiple listing service as contemplated by this Section.
- c. During any period for which a licensee's fees are waived, the licensee shall refrain from using any of the following services of Realtracs:
  1. Using Realtracs' systems, databases, lockboxes, etc. (A fee-waived licensee is not prohibited from using listing information of his or her Participant, so long as the information is not obtained through Realtracs.)
  2. Being identified as a listing agent on an Active, Coming Soon/Hold, Under Contract-Showing, or Under Contract-Not Showing listing in Realtracs.
  3. Working as the selling agent on a property listed in Realtracs by a firm other than his or her Participant's, unless the listing appears in another multiple listing service to which the selling agent maintains an active subscription. This prohibition does not apply to the listings of the Participant with whom the fee-waived licensee is affiliated.
  4. Use of any data feed from Realtracs (except a data feed that contains only the listings of the Participant with whom the fee-waived licensee is affiliated).
  5. Using Listing Content on an IDX or VOW website identified as the fee-waived licensee's site or page.
  6. Using Realtracs' data in an automated valuation product or tool in any product or service identified as coming from a fee-waived licensee.

**6.5.2 Process for Obtaining and Maintaining Waivers.** The Participant must, at all times, provide Realtracs up-to-date information on all licensees, whether they are Users or fee-waived licensees, in each participating office in accordance with Section 6.6. The Participant must identify which licensees are subject to fee waivers and for each fee-waived licensee the other MLS in which he/she is a subscriber via the waiver certification process.

In order to obtain a waiver for any licensee in the Participant's office, the Participant must complete the Realtracs' waiver certification process. In order to maintain a waiver for any licensee, the Participant and licensee must continue to satisfy the requirements of Section 6.5.1 and must recertify the tenets in this Section with the frequency set by Realtracs.

**6.5.3 Revocation of Waiver.** The fee waiver for a licensee may be revoked under various circumstances, and the consequences of the revocation vary depending on its circumstances, as provided in this section.

- a. The Participant or fee-waived licensee may revoke the waiver at any time upon notice to Realtracs. In that case, the fee-waived licensee immediately becomes a User and any fees due to Realtracs under its normal fee schedule for the current period for the User (including pro-rata fees for any partial service period and any application fees if none have previously been paid for the User) shall immediately become due and payable. In the event a fee-waived licensee appears as a listing agent on an Active, Coming Soon/Hold, Under Contract-Showing, or Under Contract-Not Showing listing in Realtracs, the Participant and fee-waived licensee shall be deemed to have revoked the waiver under this subsection (a).
- b. If Realtracs determines that a fee-waived licensee has used any of the services of Realtracs listed in Section 6.5.1(c) during a fee-waiver period, Realtracs may terminate the fee waiver upon notice to the Participant and fee-waived licensee. In this case, the consequences of subsection (a) apply, and in addition to them, MLS may recover from the Participant or fee-waived licensee the fine described in Exhibit B. After six months, the Participant and fee-waived licensee can re-certify the individual to be a fee-waived licensee.

**6.5.4 Consequences of Repeated Violations.** A pattern of repeated violations of Section 6.5.1(c) exists when a Participant allows any combination of three or more violations of Section 6.5.1(c), whether the Participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a licensee commits three or more violations of Section 6.5.1(c). In the event that a Participant or licensee exhibits a pattern of repeated violations of Section 6.5.1(c), Realtracs may suspend all fee waivers for the Participant or licensee (or both) for a period of up to three years. If, after such a period of suspension, a Participant or licensee again exhibits a pattern of repeated violations, Realtracs may permanently terminate fee waivers for the Participant or licensee (or both). In the event a licensee subject to suspension or termination of waivers moves to a new office, that office shall be ineligible for waivers during the pendency of its Participant's suspension or termination. In the event a licensee subject to suspension or termination of waivers moves to a new office as a non-principal licensee, that non-principal licensee shall be ineligible for waivers during the pendency of his or her suspension or termination.

**6.6 Reporting Requirements.** Participants are required to report all User changes to Realtracs immediately, including but not limited to changes in licensee, appraiser, paid assistant, or paid office staff/secretary. Any licensee, appraiser, paid assistant, or paid office staff/secretary must have an individual User ID and must show on the office roster.

**6.7 Personal assistants.** Personal assistants must be approved by the Participant.

**6.8 Roster Information.** The Participant's office and affiliated licensee contact information (name, firm, address, and phone) displayed in the Realtracs System must be substantially similar to that recorded with state licensing and regulatory agencies. Participant shall ensure Realtracs has a current list of all Users; Participant shall inform Realtracs in writing of any change in the Users within 24 hours of the change. Realtracs staff may change incorrect office and roster information at any time and without notice.

**6.9 Realtracs System Use; Saved Information.** The use of the electronic information system, input and retrieval of Listing Content shall be in accordance with these Rules, operating procedures, and computer instructions published on the Input Form or in the Realtracs System help and tutorial pages. Saved Information may not always be available to Participant or User and may become available to unauthorized persons. Realtracs is not liable for unauthorized access to or loss of Saved Information. Participant and User are responsible for retention of any information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

**6.10 System Security.** Access to the electronic information system is limited to authorized Users. Each authorized User is given an individual User ID and password to gain access to the system. The password is to remain private at all times. User shall take the greater of reasonable care or the care it takes to protect its own confidential information. Participant shall ensure that its Users maintain the confidentiality of their User IDs and passwords and that no one but authorized Users obtains access to the Realtracs service or any part of it, and Participant must not facilitate sharing of passwords among Users. Sharing an individual's login and password, using another user's login or password, in any way jeopardizing the security of the system, or granting unauthorized access to the system will

result in a fine and/or other sanctions. This includes broker-employed office staff using any other than their own individual login and password.

**6.11 Electronic Mail and Notification Systems.** The email and notification services are the property of Realtracs. Realtracs reserves the right to monitor its email and notification systems, regardless of by or to whom email and/or notifications are sent, received, or created and regardless of whether a personal login and password is used to send, receive, or create emails and/or notifications.

No message created or sent through Realtracs' email and notification systems shall be of an intimidating, hostile, harassing, or offensive nature.

Senders of unsolicited email and/or notifications must remove recipients who request to be removed from future messages. All unsolicited messages generated from and to MLS Users must contain a reply feature that automatically removes the recipient from future messages. Failure to honor a request from a recipient to be removed from future messages or failure to include a recipient removal feature will result in the sender being denied access to the Realtracs email and/or notification services.

Example Recipient Removal Feature: "To be removed from future mailings, click [here](#) and type 'unsubscribe' in the subject line." OR "Text CANCEL to be removed from future messages."

Misuse of the email and/or notification services provided by Realtracs can result in fines and cancellation of these services for the offending user and/or company.

## SECTION 7: COMPLIANCE WITH RULES

**7.1 Authority to Impose Discipline.** By becoming and remaining a Participant or User in Realtracs, each Participant and User agree to be subject to these Rules and any other Realtracs governance provisions. Each Participant is subject to these rules with regard to licensees affiliated with the Participant who are subject to fee waiver under Section 6.5. Realtracs may, through the administrative and hearing procedures established in these Rules, impose discipline for violations of these Rules, and other Realtracs governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a) notice of warning
- b) notice of reprimand
- c) appropriate, reasonable fine not to exceed \$15,000
- d) suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one (1) year
- e) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Participant and User shall provide to Realtracs all documentation Realtracs requests of Participant or Users to ascertain Participant's or User's compliance with these Rules.

**7.3 Fines.** Realtracs may collect fines from Participant (or User, where appropriate) for violation of the Realtracs Rules. Realtracs may amend its schedule of fines and terms for collecting them at its sole discretion at any time.

**7.4 Suspension of access to Realtracs System.** Realtracs may in its sole discretion immediately suspend Participant's or User's access to the Realtracs System if in Realtracs' good faith determination such a suspension is (i) necessary to comply with law, court order, subpoena, or similar regulatory requirement; (ii) will help to enforce the Realtracs Rules, or (iii) will help to protect the safety and security of the Realtracs System, Realtracs members, or third parties. Realtracs will use commercially reasonable efforts to promptly notify Participant and/or User of any suspension of access to the Realtracs System. In the event that the suspension is related to Participant's or User's failure to abide by the Realtracs Rules the suspension may, in Realtracs' sole discretion, remain in effect until a decision regarding the violation is rendered by the Board of Directors in accordance with the Realtracs Rules.

## SECTION 8: ENFORCEMENT OF RULES OR DISPUTES

**8.1 Consideration of Alleged Violations.** The Board of Directors shall give consideration to all written complaints having to do with violations of these Rules. By becoming and remaining a Participant, each Participant agrees to be subject to these Rules, the enforcement of which are at the sole discretion Board of Directors.

**8.2 Complaints of Unethical Conduct.** All other complaints of unethical conduct shall be referred by the Board of Directors to the appropriate Association for action in accordance with the usual procedure under the terms of their Bylaws.

## SECTION 9: CONFIDENTIALITY OF MLS INFORMATION

**9.1 Confidentiality of MLS Information.** Any Listing Content provided by Realtracs to the Participant shall be considered official Listing Content of Realtracs. Such Listing Content shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants entitled to access Listing Content, 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 entitled to access Listing Content.

**9.2 MLS Not Responsible for Accuracy of Information and Editorial Control.** Participant warrants that the Users have used and will use reasonable care to ascertain the accuracy of the Listing Content and its compliance with all laws and the Realtracs Rules. The Listing Content may be published and disseminated by Realtracs is communicated verbatim without change by Realtracs, as filed with Realtracs by the Participant or User. Realtracs does not verify and assumes no responsibility to review, edit, or exercise editorial control over such Listing Content provided, and disclaims any responsibility for its accuracy. The foregoing notwithstanding, Realtracs may take any steps necessary in its judgment, including but not limited to, rejecting, removing, restricting publication or access to, or deleting the Listing Content or portions thereof, if MLS determines the Listing Content to be salacious, violent, harassing, or otherwise objectionable or inappropriate, or to avoid or remedy any violation of law, breach of the Realtracs Rules, or infringement of intellectual property right, or infringement of any third-party proprietary or privacy right. Additionally, Realtracs shall have the right to alter and/or remove metadata and copyright management information contained in the Listing Content. Each Participant agrees to hold Realtracs harmless against any liability arising from any inaccuracy, or inadequacy, or non-compliance with these Rules of the Listing Content such Participant or its Users provides.

**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 Realtracs. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to Realtracs 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 Realtracs Rules.

Upon receiving a notice, Realtracs 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 Realtracs that the use is authorized. Any proof submitted will be considered, and a decision of whether it establishes authority to use the Listing Content will be made within thirty (30) days.

If Realtracs determines that the use of the content was unauthorized, a sanction may be issued pursuant to Section 7 of the 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 Rules, that too will be considered at the time of establishing an appropriate sanction.

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

**Section 9.4 MLS Rules Violations.** MLS Participants may not take legal action against another Participant for alleged rules violation(s) unless the complaining Participant has first exhausted the remedies provided in these Rules.

## **SECTION 10: OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHT**

### **10.1 Submission of Listing Content.**

- a) **License by Participant.** By the act of submitting any Listing Content to Realtracs, the Participant represents and warrants that he/she is fully authorized to license and also thereby does license the Listing Content as contemplated by and in compliance with this section and the Rules, and also thereby does grant to Realtracs license to include the Listing Content in its copyrighted MLS Compilation, as permitted under Realtracs' Rules and Bylaws; and other such purposes and uses with the consent of the Participant. Permitted uses include, but are not limited to, inclusion in statistical reports, IDX or Broker Reciprocity data feeds, brokerage and agent support applications and syndication. By submitting any property listing content to the MLS, Participant represents and warrants that he/she has the authority to grant the license described in this Section.
- b) **Listing Content Warranty.** When submitting Listing Content to Realtracs, Participant and User warrants that the information submitted complies with these Rules in all respects, including with regard to (i) required data fields; (ii) format of submission; (iii) permitted and required listing types; and (iv) procedures for submission. Participant and User further warrant that the Listing Content submitted by Participant or User (v) does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; (vi) that there is no claim, litigation, or proceeding pending or threatened with respect to the Listing Content; (vii) has the written consent of any party necessary to provide the Listing Content to Realtracs; and (viii) the Listing Content is not libelous, salacious, threatening, harassing, defamatory or otherwise objectionable or inappropriate. Each Participant who submits Listing Content to Realtracs agrees to defend and hold Realtracs 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.

**10.2 Ownership of MLS Compilation.** All right, title, and interest in each copy of every MLS Compilation created and copyrighted by Realtracs and in the copyrights therein, shall at all times remain vested in Realtracs.

**10.3 Display.** Each Participant and User, with payment of their monthly fees, in accordance with Exhibit A – Schedule of Fees, shall be entitled to lease from Realtracs a number of copies of each MLS Compilation sufficient to provide the Participant and each User affiliated with such Participant (but not including any licensee subject to the fee waiver under Section 6.5) with one copy of such MLS Compilation. Participants shall acquire by such lease only the right to use the MLS Compilation in accordance with these Rules.

**10.4 Use Limited.** Participant and Users shall use the MLS Compilation and Realtracs service solely for the purpose of selling, listing, leasing, valuing, and appraising real estate strictly as permitted by these Rules. Except as expressly provided in these Rules or applicable license agreement, Participant and User shall not copy, create derivative works of, distribute, perform, or display the MLS Compilation and Realtracs service or any part of it, except its own Listing Content.

## **SECTION 11: USE OF COPYRIGHTED MLS COMPILATION**

**11.1 Distribution.** Participants shall, at all times, maintain control over and responsibility for each copy of any MLS Compilation leased to them by Realtracs, and shall not distribute any such copies to persons other than Users affiliated as licensees with such Participant, or those individuals who are licensed or certified by an appropriate



state regulatory agency to engage in the appraisal of real property. Use of Listing Content developed by or published by Realtracs is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "membership" or any right of access to information developed or published by Realtracs where access to such information is prohibited by law.

**11.2 Display.** Participants and Users 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.

**11.3 Reproduction.** Participants and their authorized Users shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

- a) Participants or their authorized Users may reproduce from the MLS Compilation, and distribute to prospective purchasers, a reasonable number of single copies of the Listing Content contained in the MLS Compilation, which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or their authorized Users, be interested.
- b) Reproductions made in accordance with this rule shall be prepared in such a fashion that the Listing Content of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or their authorized Users are seeking to promote interest, does not appear on such reproduction.
- c) Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of Listing Content pertaining exclusively to properties currently listed for sale with the Participant.
- d) Any Listing Content, 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 their authorized Users who are authorized to have access to such Listing Content. Such Listing Content may not be transmitted, re-transmitted, or provided in any manner to any unauthorized individual, office, or firm.
- e) None of the foregoing shall be construed to prevent any individual legitimately in possession of Listing Content or statistical information from utilizing such information to support valuations on a particular property for a particular client or customer. Any Listing Content in data feeds available to Participants for real estate brokerage purposes must also be available to Participants for valuation purposes, including automated valuations. Realtracs may permit the use of existing data feeds, or create a separate feed, to satisfy this requirement. Realtracs may require execution of a third-party license agreement where deemed appropriate by Realtracs. Realtracs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by Realtracs in adding or enhancing its downloading capacity for this purpose. Listing Content that is deemed confidential may not be used as supporting documentation. Any other use of such Listing Content is unauthorized and prohibited by these Rules.

**11.4 Electronic Public Access to MLS Compilations.** Except as provided by these Rules, including Section 12 Internet Data Exchange; Virtual Office Websites, Participants or their affiliated licensees shall not use nor facilitate the use of a compilation of Listing Content of property listed with other Participants on websites created, sponsored or otherwise affiliated with the Participant without written permission of the listing broker(s).

- a) Public access to any electronically accessible system using a compilation of Listing Content of property listed with other Participants without their permission is also prohibited.
- b) This rule does not restrict the use of hyperlinks to or framing of sites where listing brokers have authorized the posting of their listings.

**11.5 License to Affiliates.** Realtracs may offer information and business network opportunities to affiliate companies engaged in real estate activity so long as the company is not eligible to be a “Participant” and the information made available does not include Active and Coming Soon/Hold Listing Content. All Listing Content compiled, transferred or transmitted from Realtracs may not be provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules, unless a separate, signed agreement is entered into with the affiliate company or member.

**11.6 Limitations of Use of MLS Information.** Use of Listing Content from the MLS Compilation, from Realtracs’ statistical reports, or from any sold or comparable report of Realtracs for public mass-media advertising by a Participant or in other public representations is not prohibited.

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

"Based on information from Realtracs for the period (date) through (date)."

## **SECTION 12: INTERNET DATA EXCHANGE PROGRAM; VIRTUAL OFFICE WEBSITES**

**12.1 Authorization.** Realtracs has granted to MLS Technology Platform, LLC d/b/a MLS Grid (“MLS Grid”) the authority to manage the Realtracs Internet Data Exchange and Virtual Office Websites programs. MLS Grid shall adopt, implement, and maintain rules, policies, and procedures as necessary for the operation of the Realtracs Internet Data Exchange and Virtual Office Websites programs. MLS Grid shall enforce its rules, policies, and procedures, and Participant agrees to comply with and be subject to MLS Grid’s authority as delegated by Realtracs.

**12.2 Internet Data Exchange Program.** The current documentation for the Realtracs Internet Data Exchange program as managed by MLS Grid is located at: <http://www.mlsgrid.com/idx/>.

**12.3 Virtual Office Websites Program.** The current documentation for the Realtracs Virtual Office Websites program as managed by MLS Grid is located at: <http://www.mlsgrid.com/vow/>.

## **SECTION 13: ELECTRONIC LOCKBOX SYSTEM**

**13.1 Official Lockbox.** The SentiLock electronic lockbox is the only officially sanctioned lockbox of Realtracs.

**13.2 Seller Permission.** Lockboxes may not be placed on a property without written authority from the seller.

**13.3 SentiCard Eligibility.** Realtracs Participants and every non-principal broker, affiliate broker and licensed or certified appraiser who is affiliated with a Realtracs Participant shall be eligible to obtain a Realtracs SentiCard. Affiliate members of a local Association of REALTORS® may obtain a SentiLock Affiliate Card, provided they meet and maintain the requirements established by the Board of Directors. Realtracs Users who are unlicensed personal assistants may obtain a SentiLock Assistant Card. Approved User fee waivers are not eligible to obtain a SentiCard.

**13.4 Lockboxes.** SentiLock lockboxes are purchased, NOT LEASED.

**13.5 Transfer of SentiLock Lockboxes.** Agents may sell or give locks to other qualified associates.

**13.6 Removal of Lockbox.** A SentiLock lockbox shall be removed from a property within 72 hours of the closing or removal of the listing from the market. Should a seller request Realtracs to remove a SentiLock lockbox from a property, Realtracs will contact the listing agent or broker to request they remove the lockbox. If the lockbox remains on the property and the 72-hour time frame has passed, Realtracs may take possession of the SentiLock

lockbox and remove it from the property. If Realtracs removes a SentiLock lockbox under these circumstances, the purchaser of the lockbox automatically transfers ownership and all claims to Realtracs.

**13.7 Local Association Lockboxes.** No portion of this Section 13 is intended to preclude or prohibit local REALTOR® Associations from offering lockboxes and keypads as a member service.

## **SECTION 14: CHANGES IN RULES**

**14.1 Changes in Rules.** Amendments to these Rules of Realtracs shall be by consideration and approval of the Board of Directors.

## EXHIBIT A: FEE SCHEDULE

**1. Participant Fee.** The Participant's fee is based on the number of Users (licensed real estate brokers and affiliate brokers, licensed or certified real estate appraisers, and others authorized to use the Multiple Listing Service) affiliated with the Participant, except that this fee shall be reduced for licensees subject to a fee waiver (listed below). The following fees have been approved by the Board of Directors:

- Participant Application Fee - \$500.00
- New User Application & Software License Fee - \$250.00 (Application fee for a new User or for a User who has not placed his or her license with a new firm within 15 days of being released from another firm. This fee is billed to the individual.)
- User Fee - \$45.00 per month (billed to the individual User)
- Licensed Personal Assistant - \$45.00 per month (billed to the individual User)
- Unlicensed Personal Assistant - \$25.00 per month (billed to the individual User)
- Business Affiliate Application Fee - \$100.00
- Business Affiliate Fee (sold information only) - \$60.00 per month
- Broker-employed office staff - \$15.00 per month (Unlicensed office staff doing brokerage business that requires access to Realtracs will each be charged for access to Realtracs. Realtracs may request proof of employment to verify requests for broker-employed office staff who utilize the MLS.)

All applicable federal, state and local taxes will be applied.

**2. Fee Waivers.** Fee Waiver requests will be considered for the following categories:

- a) auctioneers who do not use MLS services,
- b) property managers who do not use MLS services,
- c) licensed brokers and agents who broker only commercial properties and who do not use MLS services, and
- d) appraiser trainees prior to licensing or certification.

User Fee Waivers for licensees or licensed or certified appraisers who maintain subscription to a different MLS may be eligible for a no-cost waiver under Section 6.5.

### 3. Additional and Optional Service and Product Costs

Relist Fee	New listing entered within 5 days of being Cancelled	\$25.00
Autonotify Fee	0 – 100 auto-notifications >100 auto-notifications	Free Tiered
Non-MLS Listing Fee	Non-MLS listings added within 60 days of closing for comp purposes	\$30.00
Class No-Show Fee		\$25.00
NSF/Chargeback Fee	To cover institutional charges for rejected payments.	\$30.00
SentriLock Lockbox Services and Products	Realtracs, Middle Tennessee Association of REALTORS and Clarksville Association of REALTORS operate separate, but cooperative, SentriLock systems. Costs may vary.	Call for pricing

## EXHIBIT B: INFRACTION & FINES SCHEDULE

Listing Infraction	Applies to	Fine
1. Submitting a listing to MLS without a valid exclusive listing agreement OR signing, or allowing anyone else to sign, forms for the owner 2. Failure to submit a new listing within 48 hours 3. For an Exempt Listing, failure to submit a new listing and a “Sellers Waiver of Broker Cooperation via MLS and Public Marketing” form to MLS within 48 hours 4. Manipulating listing content to circumvent MLS rules, to provide a misleading representation of the listing, to manipulate cooperation with other Participants, or to change information <i>ex post facto</i>	Office Or Listing Agent	\$250 – 1st violation \$500 – 2nd violation \$1,000 – 3rd violation
5. Failure to report a listing “Under Contract-Not Showing” or “Under Contract-Showing” to the MLS within 48 hours of the execution of a Binding Sales Contract 6. Restricting showings for an Active listing 7. Failure to report a listing “Closed” to the MLS within 72 hours 8. Failure to report a listing as a Short Sale within 48 hours 9. Failure to report listing changes to the MLS within 48 hours (other than those specifically referenced in other fines) 10. Submitting a listing with contact information in any field other than the private remarks field 11. Removing Listing Content in Closed, Expired or Cancelled listings	Listing Agent	\$100 – 1st violation \$250 – 2nd violation \$500 – 3rd violation
12. Failure to include a Primary Image 13. Failure to include a known starting point and accurate directions to the front of the property in the “Directions” field 14. Submitting a residential listing without a foundation and with a construction type other than “To Be Built”	Listing Agent	\$50 – 1st violation \$100 – 2nd violation \$200 – 3rd violation
15. Submitting a listing or listing changes with items incorrect or required items omitted (other than those specifically referenced in other fines)	Listing Agent	\$25 per incorrect item
16. Use of “Exempt Listings” to circumvent cooperation with other Participants	Office and/or Listing Agent	Warning – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation

Access and Reporting	Applies to	Fine
17. Failure to report changes of licensee, appraiser, paid assistant or paid office staff/secretary affiliated with the Participant within 10 days	Office	\$500 – 1st violation \$750 – 2nd violation \$1,000 – 3rd violation
18. Violations of Waiver Request	Office	
19. Sharing an individual's login and password, using another user's login or password, in any way jeopardizing the security of the system, or granting unauthorized access to the system	MLS User	

20. Granting prohibited public or third-party access to MLS compilations	MLS User Or Office	\$1,000 – 1st violation \$2,000 – 2nd violation
21. Allowing unauthorized use of printed listing reports or other compilations (distributing listing information to people who are not bona fide customers and clients)	MLS User	\$100 – 1st violation \$250 – 2nd violation \$500 – 3rd violation
22. Unauthorized use of photographs without permission of the listing broker		
23. Upon request from the MLS, Participants must produce proof of a valid exclusive listing agreement and/or substantiating documentation for a property listing submitted to the MLS as follows: i) A valid exclusive listing agreement within twenty-four (24) hours. ii) Substantiating documentation (e.g. ALTA Settlement Statement, offer to purchase agreement, etc.) within forty-eight (48) hours. Failure to submit documentation to MLS within the given time frame may also result in the removal of the listing from the MLS.	Office or Listing Agent	\$100 – 1st violation \$250 – 2nd violation \$500 – 3rd violation

<b>Lockbox System Infraction</b>	<b>Applies to</b>	<b>Fine</b>
24. Loaning, giving or sharing a SentriCard with any other person 25. Removing the key from the property 26. Giving or loaning the property key to anyone 27. Removing a SentriLock from a property without the lockbox owner's permission 28. Any other misuse of the electronic lockbox system as determined by the Directors	MLS User	\$100 – 1st violation \$250 – 2nd violation \$500 – 3rd violation

<b>Electronic Mail Misuse</b>	<b>Applies to</b>	<b>Fine</b>
29. Misuse of email or notification services	MLS User Or Office	\$50 – 1st violation \$100 – 2nd violation \$250 – 3rd violation

### Rules Enforcement

- Violations in excess of three occurrences may result in suspension or cancelation of service.
- Staff issues a citation for a specified MLS Rules violation, per incident. The fine for the first violation may be waived if corrected within 48 hours from date of notice and/or at staff's discretion.
- The Participant/User has 30 days to pay the fine.
- If the fine is not paid within the 30-day period, the fine will be placed on the User or office invoice.
- If the Participant/User wishes to challenge a fine, the challenge must be filed in writing to the Board of Directors.
- Ethics violations will be referred to the appropriate local REALTOR® association.

## EXHIBIT C: SERVICE AND LISTING AREAS

**Realtracs' Mandatory Listing Area:** Any county in the Realtracs Service Area where Participants' listings represent 75% or more of the properties listed for sale by real estate brokers. The Mandatory Listing Area currently includes the following counties:

County	State	County	State	County	State
Bedford	TN	Jackson	TN	Robertson	TN
Cannon	TN	Lawrence	TN	Rutherford	TN
Cheatham	TN	Lewis	TN	Sequatchie	TN
Clay	TN	Lincoln	TN	Smith	TN
Coffee	TN	Macon	TN	Stewart	TN
Davidson	TN	Marion	TN	Sumner	TN
Dekalb	TN	Marshall	TN	Trousdale	TN
Dickson	TN	Maury	TN	Van Buren	TN
Franklin	TN	Montgomery	TN	Warren	TN
Giles	TN	Moore	TN	Wayne	TN
Grundy	TN	Overton	TN	White	TN
Hickman	TN	Perry	TN	Williamson	TN
Houston	TN	Pickett	TN	Wilson	TN
Humphreys	TN	Putnam	TN		

**Realtracs' Service Area:** Any state or area enabled for use in the Realtracs System. The Service Area currently includes the following states:

Alabama, Georgia, Kentucky, North Carolina, South Carolina, and Tennessee.