

Mountain Central Board of REALTORS® Multiple Listing Service Rules and Regulations

Listing Procedure

Section 1 - Listing Procedures: Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, located within the territorial jurisdiction of the Mountain Central Board of REALTORS® (MCBR) Multiple Listing Service (MLS) taken by Participants, on appropriate forms currently in use, shall be delivered to the MLS or input under the "Listing Input" system within two (2) business days after all necessary signatures of seller(s) have been obtained. Only properties authorized to be sold or transferred by the property's titled owner(s) may be filed with the MLS. A Participant shall not list a property with the MLS until such time as a signed written authorization from each owner having title to the property has been received by the Participant. Failure to submit a listing within the allowed two (2) business day period, and in accordance with the terms of this section, may result in a fine per transaction, suspension or termination of service, or a combination thereof in such amounts and for such periods of time as shall be determined by the MCBR Board of Directors in its sole discretion.

Note 1: Business Day shall mean Monday through Friday excluding Saturday and Sunday and excluding holidays as defined in Idaho Code, section 67-5302.

Types of Properties: Following are some of the types of properties that may be published through the MLS, including types described in the preceding paragraph that are required to be filed with the MLS and other types that may be filed with the MLS at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a Real Estate Broker:

RESIDENTIAL

Single Family
Multi-Family
Condo/Townhouse
Residential w/Acreage

LOTS & ACRE

Vacant lot
Vacant Acreage
Development Potential

FARM & RANCH

Farm
Ranch
Vacant Farm/Ranch Acreage

COMMERCIAL

Commercial Building
Commercial Acreage
Business
Industrial

However, the MLS may reserve the right to refuse to accept a listing which fails to adequately protect the interests of the public and the Participants; and assure that no listing filed with the MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller).

The MLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the MLS acting as agents, buyer agents, or both. The listing agreement must include each titled owner's written authorization to submit the agreement to the MLS.

The different types of listing agreements include:

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

The MLS shall not accept net listings or open listings.

The exclusive right to sell listing is the conventional form of listing submitted to the MLS in that the seller authorizes the listing Broker to cooperate with and to compensate other Brokers.

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

Note 2: The MLS does not regulate the type of listings its Participants may take. This does not mean that the MLS must accept every type of listing. The MLS shall decline to accept open listings 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 Participants free to accept such listings to be handled outside the MLS.

Note 3: The MLS may, at its option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings.

Section 1.1 - Listings Subject to Rules and Regulations of the Service: Any listing taken on a contract to be filed with the MLS is subject to the rules and regulations of the MLS upon signature of the seller(s). The MLS may, in its discretion, or through the direction of the MCBR executive director, require a Participant to produce a copy of a listing agreement regarding any property listed with the MLS.

Section 1.2 - Detail on Listings Filed with the Service: A listing agreement or property data form, when filed with the MLS by the listing Participant, shall be complete in every detail which is ascertainable as specified as "Required Items" on the property data form.

Section 1.2.1 – Accuracy of Data: Listing information in all the fields must be complete and accurate. Should the MLS become aware of inaccurate information, the listing Participant will be given five (5) days notice of such inaccurate information, and if not corrected, the Listing will be deleted by the MLS Administrator. Listings that contain missing or inaccurate information may subject the Participant and/or Subscriber to the imposition of a fine, suspension or termination of service, or a combination thereof as determined by the MCBR Board of Directors in its discretion.

Section 1.3 - Exempted Listings: If the seller refuses to permit the listing to be disseminated by the MLS, the Participant may then take the listing, and such listing shall be considered "office exclusive." The listing must be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the MLS. This rule shall also apply to non-published listings.

Section 1.4 - Change of Status of Listing: Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the MLS within two (2) business days after the authorized change is received by the listing Participant.

Section 1.5 - Withdrawal of Listing Prior to Expiration: Listings of property may be withdrawn from the MLS by the listing Participant before the expiration date of the listing agreement, provided notice is filed with the MLS, including a copy of the agreement between the seller and the listing Participant which authorizes the withdrawal.

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

Section 1.6 - Contingencies Applicable to Listings: Any contingency of any term in the listing shall be specified and noticed to the Participants within two (2) business days. Any listing with a "contingent status" must have a Seller's Right to Continue Marketing and Accept Other Offers AND all terms of the contingency shall be specified and noticed to the Participants in the addendum field. All other listings with signed offers to purchase shall be marked "pending." Failure to submit a contingency or conditions of any term in the listing may result in a fine per transaction, suspension or termination of service, or a combination thereof as determined by the MCBR Board of Directors in its discretion.

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.

Section 1.8 - Listing Multiple Unit Properties: All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the MLS.

Section 1.9 - No Control of Commission Rates or Fees Charged by Participants: The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS 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, Extension, and Renewal of Listings: Any listing filed with the MLS automatically expires on the date specified in the listing agreement, unless renewed by the listing Participant and notice of renewal or extension is filed with the MLS prior to expiration or within ten (10) days of expiration.

If notice of renewal or extension is dated after ten (10) days of the expiration date of the original listing, then a new listing must be secured for the listing to be filed with the MLS. It should then be published as a new listing. Any extension or renewal of a listing must be signed by the seller(s) and be filed with the MLS.

Section 1.11 - Termination Date on Listings: Listings filed with the MLS 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 territorial jurisdiction or a natural market area of the MCBR are required to be submitted to the MLS. Listings of property located outside the MCBR's jurisdiction or a natural market area will be accepted if submitted voluntarily by a Participant, but cannot be required by the MLS. For purposes of this section, the territorial jurisdiction shall be that territory of MCBR operation as set forth by the National Association of REALTORS® (NAR). Natural market area shall include, but not be limited to, Riggins, Burgdorf, Warren and Secesh, or other areas that are part of a relevant natural market area as determined by the MCBR Board of Directors.

Section 1.13 - Listings of Suspended Participants: When a Participant of the MLS is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the NAR Code of Ethics, MCBR Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the MLS 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 MCBR or the MLS (or both) for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior

to any removal of a suspended Participant's listings from the MLS, the suspended Participant shall be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

Section 1.14 - Listings of Expelled Participants: When a Participant of the Service is expelled or terminated from the MLS for failing to abide by a membership duty (i.e., violation of the NAR Code of Ethics, MCBR Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from MCBR or the MLS (or both) for failure to pay appropriate dues, fees, or charges, the MLS shall not be obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant shall 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 shall be advised, in writing, of the intended removal so that the resigned Participant may advise his clients.

Section 1.16 - Prohibited Advertisements: All information input by a Participant into the MLS must be directly related to the property listed for sale with the MLS. No other types of advertising shall be permitted to be inputted into the MLS system, including, but not limited to, referrals to mortgage brokers or other allied finance-related services, re-directions to websites of any type through attached Internet web-links or "banners," and referrals to building contractors or other allied real-property improvement services. Further, any photograph included with any listing information must relate directly to the property listed with the MLS.

Section 1.17 - Prohibition of Co-listing with Non-subscribing agents. A Participant in the MLS shall not co-list a property in the MLS with a real estate broker or real estate salesperson affiliated with such Participant's real estate office but who is not a Participant or Subscriber of the MCBR MLS.

Selling Procedures

Section 2 - Showings and Negotiations: Appointments for showings and negotiations with the seller for the purchase of listed property filed with the MLS shall be conducted through the listing Participant, except under the following circumstances:

(a) Showing property: the listing Participant gives the cooperating Broker specific authority to show the property.

(b) Negotiations: after reasonable effort, and a documented attempt to contact the listing Participant or his agent, or any appointed representative of that agent within his office over a forty-eight (48) hour period, and if every effort has been made by the cooperating Broker to contact the listing Participant or his Agent, then the selling Broker or another appointed Broker or Agent may present the offer. However, the listing Participant, at his option, may preclude such direct negotiations by cooperating Brokers.

Note 1: Clarification of Section 2(b): It is anticipated that 1) a minimum of one message in the morning, one message in the afternoon, and one message in the evening would be left for the listing Participant or his agent on the first day; 2) the selling Agent must be available to receive and return calls, and must have an answering service of some sort at his/her office; 3) that verbal and written messages (copies kept) be left morning, afternoon, and evening of the second day.

Section 2.1 - Presentation of Offers: The listing Participant must make arrangements to present the offer as soon as possible, or give the cooperating Broker a satisfactory reason for not doing so.

Section 2.2 - Submission of Written Offers: The listing Participant 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 Participant. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing Participant shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Section 2.3 - Right of Cooperating Broker in Presentation of Offer: The cooperating Broker (or buyer Agent) or his representative has the right to participate in the presentation to the seller of any offer he secures to purchase. He does not have the right to be present at any discussion or evaluation of that offer by the seller and the listing Participant. However, if the seller gives written instructions to the listing Participant that the cooperating Broker not be present when an offer the cooperating Broker secured is presented, the cooperating Broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing Participant's right to control the establishment of appointments for such presentations.

Section 2.4 - Right of Listing Broker in Presentation of Counter-Offer: The listing Participant or his representative has the right to participate in the presentation of any counter-offer made by the seller. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating Broker that the listing Participant not be present when a counter-offer is presented, the listing Participant has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.5 - Reporting Sales to the Service: Sales and sale prices shall be reported within two (2) business days to the MLS by the listing Participant unless the negotiations were carried on under Section 2(a) or (b) hereof, in which case the cooperating Broker shall report, sending a copy to the listing Participant within twenty-four (24) hours or next business day after closing. A Participant, acting upon the direction and authorization of his client, may indicate to the MLS that such client does not wish the sales price to be revealed to a county assessor through the MLS by "opting out." "Opting out" shall require a written statement, signed by the client, requesting that sales price information reported to the MLS be withheld from the assessor. Form letters and purchase and sale agreements including such "opt out" language shall not constitute the signed written statement required by this section.

Note 2: The listing agreement of a property filed with the MLS by the listing Participant should include a provision expressly granting the listing Participant authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing Broker the right to authorize dissemination of this information by the MLS to its Participants.

Section 2.6 - Reporting Resolutions of Contingencies: The listing Participant shall be responsible to report to the MLS within two (2) business days that a contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled.

Section 2.7 - Advertising of Listing Filed with the Service: A listing shall not be advertised by any Participant other than the listing Participant without the prior consent of the listing Participant.

Section 2.8 - Reporting Cancellation of Pending Sale: The listing Participant shall report to the MLS within two (2) business days the cancellation of any pending sale, and the listing shall be reinstated immediately.

Refusal to Sell

Section 3 - Refusal to Sell: If the seller of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted within two (2) business days to the Service and to all Participants.

Prohibitions

Section 4 - Information for Participants Only: Any listing filed with the MLS shall not be made available to any Broker or firm that is not a Participant member of the MLS without the prior consent of the listing Participant.

Section 4.1 - "For Sale" Signs: Only the "For Sale" sign of the listing Participant may be placed on a property.

Section 4.2 - "Sold" Signs: Prior to closing, only the "Sold" sign of the listing Participant may be placed on a property, unless the listing Participant authorizes the cooperating (selling) Broker to post such a sign.

Section 4.3 - Solicitation of Listing Filed with the Service: Participants shall not solicit a listing on property filed with the MLS unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

Note 1: This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with the MLS 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 MLS by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, listing Brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other Brokers.

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

Division of Commissions

Section 5 - Compensation Specified on Each Listing: The listing Participant shall specify, on each listing filed with the MLS, the compensation offered to other MLS 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 as otherwise provided for in this rule. The listing Participant's obligation to compensate any cooperating Broker as the procuring cause of the sale may be excused if it is determined through arbitration that, through no fault of the listing Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing Participant 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 Participant to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing Participant 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 Participant communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

Note 1: In filing a property with the MLS the Participant is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the MLS, 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 the compensation shall be prior to his endeavor to sell.

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

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

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

*The compensation specified on listings filed with the MLS shall appear in one of two forms. The essential and appropriate requirement by the MLS 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 Participant, in writing, in advance of his producing an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

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

Note 2: The listing Participant may, from time to time, adjust the compensation offered to other MLS Participants for their services with respect to any listing by advance published notice to the MLS so that all Participants will be advised.

Note 3: The MLS shall make no rule regarding the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

Note 4: Listing Participants may communicate to potential cooperating Brokers that gross commissions established in listing contracts are subject to court approval or lender approval; and that compensation payable to cooperating brokers may be reduced if 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 produce an offer that ultimately results in a successful transaction.

Section 5.1 - Participant as Principal: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants and Subscribers.

Section 5.2 - Participant as Purchaser: If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another

Participant, such contemplated interest shall be disclosed, in writing, to the listing Participant no later than the time an offer to purchase is submitted to the listing Participant.

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 agrees to pay a specified commission if the property is sold by the listing Participant without assistance, and a different commission if the sale results through the efforts of a cooperating broker; or one in which the seller agrees to pay a specified commission if the property is sold by the listing Participant either with or without the assistance of a cooperating broker, and a different commission if the sale results through the efforts of a seller) shall be disclosed by the listing Participant by a key, code, or symbol as required by the MLS. The listing Participant 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 that results through the efforts of the seller. If the cooperating broker is a buyer representative, the buyer representative must disclose such information to their client before the client makes an offer to purchase or lease.

Service Charges

Section 6 - Service Fees and Charges: The following service charges for operation of the MLS are in effect to defray the costs of the MLS service and are subject to change from time to time in the manner prescribed. The MCBR President may, but need not, appoint an MLS Committee to govern and regulate the affairs of the MLS. If no MLS Committee has been appointed by the President, then the MCBR Board of Directors shall serve as the MLS Committee.

(a) Initial Participation Fee (Application Fee): An applicant for participation in the MLS shall pay an Initial Participation Fees in such amount as determined, from time to time, by the MCBR MLS Committee, with approval by the MCBR Board of Directors. Such fee shall accompany the application for Participation. Upon application for Participation, the Participant agrees that all licensees within a Participant's firm or office, whether licensed as a real estate broker, real estate salesperson, or as a licensed or certified appraiser who are employed by or affiliated as an independent contractor shall be Subscribers of the service subject to these MLS Rules and Regulations.

(b) Recurring Participation Fee: The annual participation fee of each Participant shall be an amount decided annually by the MCBR MLS Committee, with approval by the MCBR Board of Directors, and shall be calculated based upon each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a real estate broker, real estate salesperson, or as a licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. It is anticipated that this fee shall change annually.

(c) Subscription Fees: Participant, upon payment of a subscription fee and the participation fees, shall be entitled to access listings of the MLS and the Participant shall be responsible for a subscription fee for each Subscriber, employed by or affiliated as an independent contractor (including licensed or certified appraisers) with the Participant who has access to and who utilizes the Service.

(d) It is to be clearly understood that the MLS Participant Broker/Manager and all licensees currently licensed in that Broker/Manager's offices where that Broker is the Participant, and all Appraisers, shall join the MLS Service in regard to fees, dues, and charges, subject only to the exceptions stated under "Waivers of MLS Fees, Dues and Charges", and subject to the following paragraph.

Note 1. Jurisdiction of Board/Association Multiple Listing Services: The jurisdiction of the MLS is not necessarily limited to the jurisdiction of MCBR. Rather, NAR encourages REALTOR®-operated MLSes to establish Multiple Listing Services that encompass natural market areas and to periodically examine such boundaries to ensure that they encompass the relevant market area. While Board and Associations are encouraged to work cooperatively to establish market area Multiple Listing Services, the absence of such an agreement shall not preclude any Board or Association from establishing and maintaining a Multiple Listing Service whose territory exceeds that of the parent Board or Association.

Where the territory of an MLS exceeds that of the parent Board(s) or Association(s), the authority of the MLS to require offices of a Participant or a Participant's firm to participate in the MLS is limited to offices located within the jurisdiction of the Board(s) or Association(s) of REALTORS® that own and operate the MLS or that are parties to a multi-Board or regional MLS service agreement. The MLS may, as a matter of local determination, require that each of a firm's offices located within the jurisdiction of the Board(s) or Association(s) that own and operate the MLS or that are parties to a multi-Board or regional MLS service agreement participate in the MLS if any office of that firm participates in that MLS.

Note 2. Waivers of MLS Fees, Dues, and Charges: The MCBR Board of Directors in its discretion may waive fees, dues and charges for non-licensed clerical staff of a Participant, and may limit the number of such clerical staff that may gain access to the MLS. Recurring MLS fees, dues, and charges may be based upon the total number of real estate brokers, sales licensees, and licensed or certified real estate appraisers affiliated with or employed by an MLS Participant when related to the operation of a computerized MLS system that provides information and services in addition to the compilation of current listing information.

However, an MLS Participant may not be assessed any charges or subscription fees for printed MLS sheets/cards/books with respect to any individual who is engaged solely and exclusively in a specialty of the real estate business separate and apart from listing; selling, leasing, or appraising the type of properties which are required to be filed with the MLS.

Note 3. Access to Comparable and Statistical Information: Board Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that it reports. 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 specified in the Board's MLS Rules and Regulations.

Note 4. Assessment of MLS Fees, Dues, and Charges: All MLS fees, dues, and charges, including, but not limited to initial participation fees, recurring participation fees, listing origination fees, subscription fees, etc. shall be assessed to MLS Participants or to individual users or subscribers. This does not preclude the MLS Participant from being reimbursed by affiliated licensees for fees or charges incurred on their behalf pursuant to any in-house agreement that may exist. If direct billing of subscribers is utilized, the ultimate responsibility for delinquent dues, fees, and charges is that of the Participant, unless the MLS by adoption of appropriate rules or bylaws, makes subscribers exclusively responsible for such financial obligations.

Note 5. Centralized Key Repositories: A centralized key repository is defined as a system operated by a Board Multiple Listing Service which enables an MLS Participant to place keys to listed properties in a central location to be made available to other Participant and their affiliated licensees to facilitate the showing of listed properties. Under certain circumstances and subject to strict operational rules and regulations, a Board multiple may choose to operate a centralized key repository in lieu of a lock box system and still be eligible for coverage under the errors and omissions insurance program of the National Association of REALTORS®.

Compliance with Rules

Section 7 - Compliance with Rules: The following action may be taken for noncompliance with the rules:

(a) for failure to pay any service charge or fee within one (1) month of the date due, or at any time thereafter, and provided that at least ten (10) days' notice has been given, the MLS service shall be suspended until service charges or fees are paid in full;

(b) for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

Section 7.1 - 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. Further, failure of any user or subscriber to abide by the rules and/or any 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.

Meetings

Section 8 - Meetings of MLS Committee: As stated above, The MCBR President may, but need not, appoint an MLS Committee to govern and regulate the affairs of the MLS. If no MLS Committee has been appointed by the President, then the MCBR Board of Directors shall serve as the MLS Committee. The MLS Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

Section 8.1 - Meetings of MLS Participants: The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.

Section 8.2 - Conduct of the Meetings: The Chairperson or Vice Chairperson shall preside at all meetings or, in their absence, a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee.

Enforcement of Rules or Disputes

Section 9 - Consideration of Alleged Violations: As stated above, the MCBR President may, but need not, appoint an MLS Committee to govern and regulate the affairs of the MLS. If no MLS Committee has been appointed by the President, then the MCBR Board of Directors shall serve as the MLS Committee. The Committee shall give consideration to all written complaints having to do with violations of the rules and regulations.

Section 9.1 - Violations of Rules and Regulations: If the alleged offense is a violation of the rules and regulations of the MLS and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Committee, and if a violation is determined, the MLS Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Board in accordance with the bylaws and rules and regulations of the Board of REALTORS® within twenty (20) days following receipt of the Committee's decision. Such sanction may include: imposition of a fine, suspension of service, termination of service, or a combination thereof in such amounts and for such periods of time as shall be determined by the MLS Committee.

If, rather than conducting an administrative review, the MLS Committee has a procedure established to conduct hearings, the decision of the MLS Committee may be appealed to the MCBR Board of Directors within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Board's Grievance Committee for 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 the Board of Directors of the Board of REALTORS®.

Section 9.2 - Complaints of Unethical Conduct: All other complaints of unethical conduct shall be referred by the Committee to the Secretary of the Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Board's bylaws.

Confidentiality of MLS Information

Section 10 - Confidentiality of MLS Information: Any information provided by the MLS to the Participants or Subscribers shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and Subscribers affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

Section 10.1 - MLS Not Responsible for Accuracy of Information: The information published and disseminated by the MLS is communicated verbatim, without change by the MLS, as filed with the MLS by the Participant. The MLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the MLS and MCBR 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: MCBR members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of MCBR members and individuals affiliated with MCBR 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.

Ownership of MLS Compilation* and Copyright

Section 11 - By the act of submitting any property listing data to the MLS, the participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing data in its copyrighted MLS compilation and also in any statistical report on comparables.

Section 11.1 - All right, title, and interest in each copy of every MLS compilation created and copyrighted by the MCBR MLS and in the copyrights therein, shall at all times remain vested in the MCBR MLS.

Section 11.2 - Each Participant shall be entitled to lease from MCBR MLS a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the MLS Committee with approval by the MCBR Board of Directors.**

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

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

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

Use of Copyrighted MLS Compilation

Section 12 - Distribution: Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the MCBR MLS, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by the MLS 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 the MLS where access to such information is prohibited by law.

Section 12.1 - Display: Participants and those persons affiliated as licensees with such Participants shall be permitted to display the MLS compilation to bona fide prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

Section 12.2 - Reproduction: Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that MCBR MLS has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

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

properly listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

Use of MLS Information

Section 13 - Limitations on Use of MLS Information: Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of MCBR or the MLS may be used by MLS Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

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

"Based on information from the Mountain Central Board of REALTORS® MLS for the period (date) through (date)."

Changes in Rules and Regulations

Section 14 - Changes in Rules and Regulations: Amendments to the rules and regulations of the MLS shall be by a majority vote of the MLS Committee, subject to approval by the MCBR Board of Directors.

Arbitration of Disputes

Section 15 - Reserved (refer to NAR Code of Ethics and Arbitration Manual)

Standards of Conduct for MLS Participants

Section 16 - Reserved (refer to NAR Code of Ethics and Arbitration Manual)

Orientation

Section 17 - Orientation: Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who has access to and use of MLS generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within one hundred eight (180) days after access has been provided.

INTERNET DATA EXCHANGE (IDX)

Section 18—IDX Defined: IDX affords MLS Participants the option of authorizing display of their active listings on other Participants' Internet web sites.

Section 18.1—Authorization: Participants' consent for display of their active listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download or frame the aggregated MLS data of other Participants. Participant's consent to display of their listings by other Participants is required to have their listings transmitted by the MLS to aggregators/publishers of real property ads.

Section 18.2—Participation: Participation in IDX is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants. This requirement can be met by maintaining an office or Internet presence from which Participants are available to represent real estate sellers or buyers (or both).

Section 18.2.1—Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 18.2.2—Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent “scraping” or other unauthorized accessing, reproduction, or use of the MLS database.

Section 18.2.3—Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other website(s) the listing or property address of consenting sellers.

Section 18.2.4—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 compensations offered by listing brokers, type of listing (e.g. exclusive right-to-sell, exclusive agency, or open listing), or the level of service⁴ being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made of each participant. (Amended 11/06)

Section 18.2.5—Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

Section 18.2.6—Except as provided in these rules, and IDX site or a participant or user operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 18.2.7—When displaying listing content, a participant’s or user’s IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

Section 18.3—Display: Display of listing information pursuant to IDX is subject to the following rules:

Section 18.3.1—Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. List of approved fields are found in Appendix A.

Section 18.3.2—Participants shall not modify or manipulate information relating to other Participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.)

Section 18.3.3—All listings displayed pursuant to IDX shall identify the listing firm.

Section 18.3.5—Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant’s consent and control and the requirements of state law and/or regulation.

Section 18.3.7—All listings displayed pursuant to IDX shall show the MLS as the source of the information.

Section 18.3.8—Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

Section 18.3.9—The data consumers can retrieve or download in response to an inquiry shall be limited to 25 listings per search.

Section 18.3.10—The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS.

Section 18.4—Service Fees and Charges: Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

Section 18.4.1 – Any Service Fees and/or Charges incurred by a Participant using a third party vendor for IDX shall be paid for by the Participant.

Virtual Office Web Site (VOW)

Section 19—VOW Defined: VOW means a Participant's Internet Web site (and, where authorized, Web sites of nonprincipal brokers and sales licensees affiliated with MLS Participants) through which consumers receive real estate brokerage services, including the opportunity to search for MLS data subject to the Participant's oversight, supervision, and responsibility.

Section 19.1: Authorization: Participants' use of listings of other Participants on VOWs is subject to the consent of such other Participants. Participants' consent for display of their listings by other Participants on VOWs pursuant to these rules is presumed unless a Participant independently and affirmatively withholds that consent ("opts out").

Participants may independently "opt out" of the VOWs of other Participants on (a) a blanket basis ("blanket opt out") of all other Participants' VOWs, or (b) on a selective basis ("selective opt out") of VOWs of a specific Participant or Participants.

"Blanket opting out" can be accomplished by either:

- Notifying the MLS, which shall withhold the listings of any "blanket opt out" Participant from its VOW download of listing information; or
- Notifying the MLS, which shall compile and maintain a list of the names of any "blanket opt out" Participants and make such list available to all Participants operating VOWs. In this instance it is the responsibility of Participants to refrain from displaying the listings of "blanket opt out" Participants on their VOWs.

(Note: The MLS must select one of the two options shown immediately above.)

"Selective opting out" can be accomplished by the "selective opt out" Participant providing written notice to another Participant operating a VOW of the "selective opt out" Participant's independent decision to withhold consent for display of that Participant's listings on the VOW. (**"Blanket opt out" and "selective opt out" rule currently suspended**)

Section 19.2—Participants operating VOWs shall comply with the following.

Section 19.2.1—Participants must have a broker-client or broker-customer relationship (as defined by state law) with each consumer seeking to receive information from a Participant's VOW ("registrant").

Section 19.2.2—Participants must obtain the name and valid e-mail address of each registrant.

Section 19.2.3—Participants must send an e-mail to any registrant confirming that the registrant has agreed to the VOW's terms of use.

Section 19.2.4—Participants can provide access to their VOW only after a registrant's e-mail address is verified as valid and the registrant's agreement to the VOW's terms of use is confirmed.

Section 19.2.5—Participant's terms of use shall include the following terms:

(a) that the registrant acknowledges entering into a lawful broker-client or broker-customer relationship with the Participant;

(b) that all data obtained from the VOW is only for the registrant's personal, non-commercial use;

(c) that the registrant has a bona fide interest in the purchase or sale of real estate of the type being offered through the VOW;

(d) that the registrant will not copy, redistribute, or retransmit any of the data or information provided; and

(e) that the registrant acknowledges the MLS's ownership of and the validity of the copyright in the MLS database Participant's terms of use may also include other provisions determined by the Participant.

Section 19.2.6—Participants' terms of use may not impose a financial obligation on a registrant.

Financial obligations, if any, must be established separately from the Participants' terms of use, must be prominently labeled, and may not be accepted solely by a "mouse click."

Section 19.2.7—Participants' terms of use may not create any representation agreement between a registrant and the Participant. Representation agreements, if any, must be established separately from the Participants' terms of use, must be prominently labeled, and may not be accepted solely by a "mouse click."

Section 19.2.8—Participants must obtain from or supply to each registrant a user name and a password, the combination of which must be different from those of all other registrants on the VOW, before being permitted to search and retrieve information from the MLS database via the VOW.

Section 19.2.9—Participants' VOWs must protect MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" and other unauthorized accessing, reproduction, or use of the MLS database.

Section 19.2.10—Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or their property address from display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible to registrants. This does not preclude listing brokers from displaying on their VOW or their other Web site(s) the listing or property address of consenting sellers.

Section 19.2.11—If non-principal brokers or sales licenses are authorized by the MLS to operate VOWs with their Participant's consent, such VOWs remain subject to the Participant's control, and both the Participant and the nonprincipal broker or sales licensee shall be accountable under these rules.

Section 19.2.12—MLS information available on any VOW must be refreshed at least once every seven (7) days.

Section 19.2.13—No portion of the MLS database shall be distributed, provided to, or made accessible to any person except as provided for in these rules and/or in the NATIONAL ASSOCIATION OF REALTORS® VOW policy.

Section 19.2.14—VOWs must display the Participant's privacy policy informing registrants how information they provide may be used.

Section 19.2.15—Listings from the MLS may only be excluded from display on Participants' VOWs based on objective criteria, e.g., type of property, listed price, geographical location, or cooperative compensation offered by listing brokers.

Section 19.2.16: Participants may not provide the identity of Registrants to any other entity for compensation except where (1) the Participant's residential real estate brokerage activities principally consist of listing or selling the types of properties required to be filed with the MLS; (2) Registrants are seeking property in a price range or in a location for which the Participant ordinarily does not provide real estate brokerage services; and (3) the number of Registrant identities provided, or the corresponding revenue generated, is an insubstantial portion of the Participant's real estate brokerage activities. For purposes of this rule, "selling" does not include making referrals of prospective purchasers to other real estate brokers and "listing" does not include making referrals of prospective sellers to other real estate brokers. **(Rule currently suspended)**

Section 19.2.17—Participants must notify the MLS of their intention to establish a VOW, and must make their VOW directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

Note: Adoption of Sections 19.2.18–19.2.24 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 data in providing brokerage service through all other delivery mechanisms.

Section 19.2.18—A Participant's VOW may not make available for search by or display to registrants the following data intended exclusively for other MLS Participants and their affiliated licensees:

1. expired, withdrawn, pending, or sold listings
2. the compensation offered to other MLS Participants
3. the type of listing agreement, i.e., exclusive right to sell or exclusive agency
4. the seller's(s') and occupant's(s') name(s), phone number(s), and e-mail address(es), where available
5. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed Property

Section 19.2.19—No advertising may be visible on a page displaying any portion of the listings of other Participants except that the name, address, phone number and company logo of the Participant operating the VOW and/or the name, address and phone number of the non-principal broker or sales licensee operating the VOW, and any information required by state law or regulation may not be prohibited. **(Rule currently suspended)**

Section 19.2.20—MLS data fields authorized for display may not be changed. MLS data may be augmented with additional data not otherwise prohibited from display provided the source of any additional data is clearly identified. This rule does not restrict the format of MLS data display or display of fewer than all of the listings or fewer authorized data fields.

Section 19.2.21—Display of MLS data must include a notice indicating that the data is deemed reliable but is not guaranteed accurate by the MLS.

Section 19.2.22—Participants' VOWs may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 19.2.23—All listings displayed on VOWs shall identify the name of the listing firm in typeface not smaller than the median used in the display of listing data.

Section 19.2.24—Registrants may view, retrieve, or download not more than twenty (20) current listings in response to any inquiry.

Note: Sections 19.2.25–19.2.27 relate only to VOWs. Adoption of any of the following provisions is at the discretion of the MLS, and it is not required that equivalent requirements be established related to other delivery mechanisms.

Section 19.2.25—Participants displaying other brokers' listings obtained from sources other than this MLS (e.g., from other MLSs, from non-Participant brokers, etc.) shall display the source from which each such listing was obtained.

Section 19.2.26—Registrants' passwords may be valid no longer than ten (10) days, after which such passwords must be reconfirmed or changed.

Section 19.2.27—Non-principal brokers and sales licensees affiliated with MLS Participants may operate VOWs subject to their Participant's consent and control. Both the Participant and non-principal broker or sales licensee operating the VOW shall be accountable under these rules with respect to the operation of any such VOW.

REVISED

October 3, 2007

August 2005

June 2004

July 2003

Appendix A

Approved IDX Fields

Residential

1 – MLS #
2 – Class
5 – Asking Price
7- City
13 – Bedrooms
14 – Baths
15 – Age
16 – Construction
17 – Levels
19 – Garage
22 – List Office
26 – Approx Acreage
27 – Approx Square Foot
77 – Remarks
A – Additional Features
I – Heat
J – Included in Sale
K – Paved Streets
R – Siding

Lots & Acreage

1 – MLS #
2 – Class
5 – Asking Price
7 – City
22 – List Office
26 – Approx Acreage
48 – Lot Width
49 – Lot Length
77 – Remarks
H – Paved Streets

Commercial/Industrial

1 – MLS #
2 – Class
5 – Asking Price
7 – City
13 – Bedrooms
14 – Construction
17 – Levels
19 – Baths

20 – Age
22 – List Office
26 – Approx Acreage
27 – Approx Square Footage
48 – Lot Frontage
49 – Lot Length
77 – Remarks
J – Heat
L – Included in Price
M – Included in Sale
P – Parking
O – Paved Street
W – Site Features

Farm & Ranch

1 – MLS #
2 – Class
5 – Asking Price
7 – City
13 – Bedrooms
14 – Baths
15 – Age
16 – Construction
17 – Levels
20 – Garage
22 – List Office
26 – Approx Acreage
27 – Square Footage
77 – Remarks
E – Farm & Ranch Type
G – For Sale
H – Heat
I – House Levels
J – Included Items
K – Irrigation Type
L – Outbuildings
M – Paved Streets
U – Siding
AA – Additional Features
EE – Fencing
GG – Garage