

**MULTIPLE LISTING SERVICE  
RULES AND REGULATIONS OF  
NORTH TEXAS REAL ESTATE INFORMATION SYSTEMS, INC.**

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**SECTION I - NAME**

1.01 The name of this organization is the North Texas Real Estate Information Systems, Inc., herein called "NTREIS." NTREIS shall maintain a multiple listing service, herein called the "MLS", operated independently from the individual shareholder Boards/Associations. These rules and regulations govern the operation of said Multiple Listing Service.

**SECTION 2 - AUTHORITY**

2.01 The governing body is the Board of Directors of the NTREIS.

**SECTION 3 - PURPOSE**

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

**SECTION 4 - DEFINITIONS**

As used herein, each of the terms set forth below shall have the respective meaning set forth after each such term:

4.01 "Association" when used alone means any Association/Board of REALTORS®, including an Association which is a current shareholder of NTREIS.

4.02 "MLS Provider" means a shareholder Association providing MLS Services. Each MLS Provider shall comply with the written NTREIS MLS Provider Services and Responsibilities

Policy as adopted by the Directors and as amended from time to time, including providing of minimum training requirements.

4.03 “Participant” means an eligible Designated REALTOR® Member of an Association of REALTORS® who satisfies the requirements of Section 5.04 of the Bylaws of NTREIS or a Designated Broker who complies with these Rules and satisfies the requirements of Section 5.05 of the Bylaws of NTREIS.

4.04 “Other Participant” means a Participant, other than the Listing Participant, who is working with a prospective buyer(s) or tenant(s) of Listed Property as a subagent of the owner or who is working for prospective buyer(s) or tenant(s) of Listed Property as a buyer or tenant agent or in any other agency or nonagency capacities defined by law.

4.05 “Subscriber” (or “user of the MLS”) means an individual who is either (i) a non-principal broker, sales associate, or (ii) a licensed or certified appraiser affiliated with a Participant. Subscriber includes each licensed person, whether licensed as a broker or as a salesperson, including a licensed or certified appraiser, who is employed by or affiliated with a Participant as an employee, or as an independent contractor. (This definition should not be construed to require any non-principal broker, sales licensee or licensed or certified appraiser affiliated with a Participant to become a REALTOR® Member before having access to or using the MLS.) Subscribers shall have the right to file property listings in the MLS through their Participant. A corporation, partnership, limited liability company, team, or any other business organization or entity may not be a Subscriber.

4.06 “Clerical Office Staff” means those licensed or unlicensed employees of, or independent contractors associated with a Participant member who performs exclusively clerical duties and are not engaged in listing, showing, marketing, or selling Listed Property.

4.07 “Personal Assistants” means those licensed or unlicensed employees of, or independent contractors associated with a Subscriber.

4.08 “Ancillary Users” means those persons who receive services as provided in Section 13.03 of these Rules.

4.09 “Committee” means the MLS Committee of an MLS Provider.

4.10 “NTREIS” means North Texas Real Estate Information Systems, Inc.

4.11 “Directors” means the Board of Directors of NTREIS.

4.12 “Listed Property” means the real property described in a Qualified Listing and filed with the MLS.

4.13 “Listing Participant” means the Participant who files a Qualified Listing with the MLS.

4.14 “Data Input Sheet” means the form designated from time to time to provide information relating to a Listed Property for computer input.

4.15 “Qualified Listing” means a listing of real property taken by a Participant, which satisfies the requirements of these Rules and is filed with the MLS.

4.16 “Qualified Listing Agreement” means an agreement entered into within the scope of the licensure of the Participant and which agreement describes a Qualified Listing between either (a) an owner(s) and a Participant for the sale, lease or exchange of real property and which the owner agrees is subject to these Rules, or (b) with respect to real property that is not located in the State of Texas, an owner(s) or a broker licensed in a state other than Texas who has a Qualified Listing with the owner(s) and a Participant authorizing the Participant to advertise and market such real property.

4.17 “MLS” refers to the multiple listing service information system operated by NTREIS.

4.18 “MLS Staff” means the administrative staff of an MLS Provider.

4.19 “NTREIS Staff” refers to the administrative staff of the NTREIS.

4.20 “NAR” means the National Association of REALTORS®.

4.21 “Code of Ethics” means the Code of Ethics of the NAR.

4.22 “Rules” means these Rules and Regulations of NTREIS, as amended from time to time. In the event the Rules conflict with laws of the State of Texas, the United States, or any rules or regulations of any Federal, State, or local governmental agency, such laws, rules, or regulations will prevail, control, and supersede these Rules that are in conflict.

4.23 “Listing Content” includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to Listed Property.

## **SECTION 5 - PARTICIPATION POLICIES**

### **A. PARTICIPATION POLICIES**

5.01 Participation in the MLS is available to the firm, partnership, or corporation of any REALTORS® principal of an Association without further qualification except payment of required dues and fees and agreement to abide by the Bylaws and the Rules (or as otherwise stipulated in the Bylaws). However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS “membership” or “participation” unless they hold a current, valid real estate broker’s license and are capable of accepting and offering compensation to and from Other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Further, none of the foregoing is intended to convey “participation” or “membership” or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. The REALTOR® principal of any firm, partnership, or corporation or the branch office manager designated by said firm,

partnership, or corporation shall be termed the “Participant” in the MLS and shall have all rights, benefits, and privileges of the MLS.

5.02 Each Participant must hold (a) a valid current real estate broker’s license issued by the Texas Real Estate Commission (“TREC”) or (b) a valid current license or certification from an appropriate state regulatory agency authorizing the Participant to engage in the appraisal of real property. The rights and privileges of a Participant to participate in the MLS automatically terminate in the event (i) the real estate broker’s license of such Participant is revoked, suspended, or shall expire without renewal by the TREC or (ii) the license or certification to appraise real property of such Participant is revoked, suspended or shall expire without renewal by the appropriate state regulatory agency.

5.03 Participation in the MLS is not transferable, nor shall Participants have any proprietary interest in the MLS.

5.04 Each Participant or Participant’s designee shall determine the sole MLS Provider for MLS access for all Subscribers within each branch office of said Participant.

5.05 Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant’s licensure or certification as a real estate broker, salesperson, or appraiser. Unauthorized uses are prohibited.

5.06 Each Participant shall be liable for all obligations to the MLS for the Participant’s firm, partnership, or corporation and for compliance with the Bylaws of NTREIS and these Rules by all persons affiliated with such Participant who utilize the MLS.

5.07 All Participants and Subscribers must complete an approved course of MLS computer training. Each MLS Provider will be responsible for providing a course of training on the MLS system, as prescribed by the Directors. Each Participant and Subscriber must complete the minimum required computer training within thirty(30) days after being furnished a public and private ID No. and access to the MLS.

## **B. APPLICATION FOR PARTICIPATION AND SUBSCRIPTIONS**

5.08 Any REALTOR® principal who desires to participate in the MLS shall (i) submit a written application on the form provided by the MLS Provider accompanied by the application fee currently in effect, (ii) sign the required Agreement of Participant and (iii) comply with the prescribed MLS new member orientation program no later than thirty days after access to the MLS has been granted.

5.09 Any nonmember broker who desires to participate in the MLS shall (i) submit a written application on the Nonmember Broker Application form provided by the MLS provider accompanied by the application fee currently in effect, (ii) sign the required Agreement of Participant, (iii) comply with the requirement to affirmatively disclaim in all of his or her advertisements which refer to participation in the MLS that he or she is not a member of a local Association of REALTORS®, and (iv) comply with the prescribed orientation requirements as the applicant’s MLS Provider may require.

5.10 Nonmember participation in the MLS is authorized at the discretion of each MLS Provider. Nonmember brokers participating in the MLS must agree to comply with these Rules and the policies of NTREIS.

5.11 Each Participant shall deliver written notice to the MLS Provider promptly when a Subscriber becomes affiliated with such Participant and after a Subscriber's affiliation with such Participant is terminated.

5.12 A Participant of the MLS may terminate his or her participation in the MLS by providing ten (10) days' prior written notice to the applicable MLS Provider and by payment of all fees and dues owing to the MLS Provider. Before a Participant may reapply to the MLS, all unpaid dues and fees owing to any MLS Provider must be fully paid.

5.13 Any membership termination reported after the established NTREIS billing cut-off deadline will be subject to access fees.

## **SECTION 6 - DUES AND FEES**

### **A. APPLICATION FEE**

6.01 Each MLS Provider shall establish from time to time the application fee, if any, for participation in the MLS by a Participant/Subscriber.

### **B. ACCESS FEE**

6.02 The Directors shall establish access fees quarterly in advance and shall bill each MLS Provider on a monthly basis for the total number of Participants, Subscribers, and Ancillary Users who use or receive MLS services from or through such MLS Provider.

6.03 Access fees will be billed by NTREIS to each MLS Provider in accordance with the policies set by the Directors.

6.04 Participants with multiple offices will not be required to pay more than one access fee.

### **C. PARTICIPATION AND SUBSCRIPTION FEES**

6.05 Each MLS Provider may establish special charges, assessments, dues and fees for Participants. The charges made for participation in the MLS will be as determined, and as amended from time to time by each MLS Provider. Participation fees will be set quarterly in advance by each MLS Provider. Participation fees, special charges, other fees, assessments and/or dues of each Participant/Subscriber will be an amount equal to the charges, fees, assessments and/or dues multiplied by the number of licensed persons, whether licensed as a broker or salesperson, or licensed and/or certified by the state regulatory agency to engage in the appraisal of real property and who are employed by or affiliated as independent contractors with such Participant. Ancillary Users of the MLS who wish to receive a separate access code to the MLS will be billed according to

the same formula as licensed users.

6.06 A Participant will be fined by the MLS Provider in an amount determined by the MLS Provider for each Subscriber not reported by the Participant who uses the MLS.

6.07 Delinquent Participant/Subscribers may be suspended or terminated, assessed late charges, denied access to the MLS, and/or charged a reinstatement fees in accordance with the MLS Provider's policies. Before a Participant/Subscriber may reapply to the MLS, all unpaid fees and other charges owing to any MLS Provider must be fully paid.

D. WAIVER OF SUBSCRIPTION FEES

6.08 MLS subscription waivers will be available only to:

a) Clerical Office Staff of a Participant, who do not show, list, sell, lease, or appraise real property. (Licensed or unlicensed office/sales managers/team leaders or licensed Personal Assistants of Participants/Subscribers do not qualify under this exemption).

b) Unlicensed Personal Assistants of Participants/Subscribers who provide NTREIS the name and license number of the Participant/Subscriber they assist.

c) Property managers who collect rent only and do not lease or list units for lease in the MLS.

d) Commercial salespersons who do not list, show, sell or lease residential property required to be filed with the MLS.

e) Appraisers, engaged exclusively in commercial appraisals, who do not utilize the MLS.

f) Other than a Participant, corporate officers who do not show, list, sell, lease, or appraise real property.

**SECTION 7 - LISTING PROCEDURES**

7.01 Each property listing filed with the MLS must be an "exclusive right-to-sell (or lease)" or an "exclusive agency" listing. Listing type may not be published or displayed to customers or clients. Open listings, net listings, and non-agency listings will not be accepted for filing with the MLS. The exclusive right to sell listing is the conventional form of listing submitted to the MLS in that the owner authorizes the Listing Participant to make blanket unilateral offers of compensation to Other Participants (who are acting either as subagents of the owner, buyer agents, or in other agency or nonagency capacities as defined by law). The exclusive agency listing also authorizes the Listing Participant, as exclusive agent, to make blanket unilateral offers of compensation to Other Participants (who are acting either as subagents of the owner, buyer's agents, or in other agency or nonagency capacities as defined by law), but the owner reserves the right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-

to-sell listings with named reservations/prospects exempted will be clearly distinguished by a simple designation, such as a code or symbol from the exclusive right-to-sell listings with no named reservations/prospects exempted, as such listings can present special risks of procuring cause controversies and administrative problems which are not posed by the exclusive right-to-sell listing with no named reservations/prospects exempted. Each Qualified Listing Agreement must contain a provision expressly authorizing the Listing Participant to file the listing with the MLS.

7.02 Forms of listing agreements will be available for use by Participants upon request. Although NTREIS does not require the use of any prescribed form of listing agreement, each Listing Participant is encouraged to use forms of listing agreements which provide the owner with a choice of authorizing the Listing Participant to offer compensation to Other Participants acting either (i) as subagents of the owner, or (ii) as buyer's agents, or (iii) in other agency or nonagency capacities as defined by law. Listing Participants are encouraged to explain to the owner that Other Participants may be either the subagent of the Listing Participant and the owner or the agent of the buyer/tenant. The Listing Participant is encouraged to explain to the owner the availability of various agency and nonagency relationships of parties to a real estate transaction and the real estate brokers involved in that transaction.

7.03 Each listing filed with the MLS must have the necessary signatures of the property owner(s), an adequate legal description, and otherwise satisfy any other legal requirements to make the listing a valid, binding, and enforceable agreement.

7.04 All information should be legibly entered on the Data Input Sheet, complete with all information requested and signed by required party(s).

7.05 Each listing of property for sale or lease located within the primary service area of NTREIS must be filed by the Listing Participant with the MLS within three (3) days from the effective date of the listing, unless the owner(s) expressly otherwise directs in writing restricting the filing with the MLS. Listings of properties located outside the State of Texas may be filed with the MLS and will be accepted if submitted voluntarily by a Participant.

7.06 Each Listed Property may be filed in only one Property Type Classification and one geographic area of the MLS; provided however, if a property is listed for sale and for lease simultaneously, such listing may appear in the appropriate categories. Notwithstanding the foregoing, Listed Property which an owner is willing to partition or subdivide may be identified by a special code or symbol and may be filed in the appropriate Property Type Classifications. Only NTREIS staff will be authorized to delete duplicate listings upon written request from the MLS Provider. For listings appearing in the MLS more than once, the Participant will be fined \$50.00 each day the listing appears as a duplicate. NTREIS staff is also authorized to correct a listing with an incorrect list price upon written request from the MLS Provider.

7.07 Any special contingency or condition to a listing agreement, including any reservation of rights by an owner(s), must be specified and noted to Participants. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency listings and exclusive right-to-sell listings with reservations/prospects.

7.08 A property may be listed for sale or for lease or both for sale and for lease by an

owner with the same Participant or, unless prohibited by the listing agreement, with different Participants (or another broker). No listing of property for sale may be filed with the MLS by a Participant while such property is listed for sale with another broker. No listing of property for lease may be filed with the MLS by a Participant while such property is listed for lease with another broker. Unless prohibited by the listing agreement, if an owner lists property for sale and for lease with different Participants (or another broker), the owner shall specify in writing to each Listing Participant or other broker, as the case may be, whether or not only a “For Sale” sign or only a “For Lease” sign or both signs may be placed on the Listed Property. A Participant who has listed a property for lease must obtain authority in the listing agreement from the owner with respect to posting signs on the property.

7.09 Listed Property may be advertised only by the Listing Participant or owner(s), unless otherwise authorized in writing by the Listing Participant, regardless of the advertising means except as provided in Section 17 of these Rules.

7.10 All information concerning a Listed Property must be as accurate and complete in every detail as may be ascertainable by the Listing Participant. The Listing Participant shall verify and confirm the accuracy of all information furnished to Other Participants and the public. Listing Participant shall ensure that listings shall not contain language which is offensive or is in violation of the Federal Fair Housing Act, as amended from time to time. Participants should exercise caution and discretion before disseminating information of a confidential nature concerning Listed Property to Other Participants and the public. The Listing Participant shall make available to Other Participants and Subscribers, upon request, a copy of the seller’s disclosure notice, if the seller has furnished such disclosure notice to the Listing Participant.

7.11 Listings filed with the MLS must specify a definite expiration date as negotiated between the Listing Participant and the owner(s). Each listing filed with the MLS will expire on the date specified in the listing agreement unless extended by a written notice of renewal or extension and such renewal or extension is filed with the MLS within three (3) days after the expiration date of the listing. If notice of renewal or extension is dated after the expiration of the original listing then a new listing must be secured for the listing to be entered in the MLS.

7.12 Additional information concerning Listed Property, such as extension of a listing, a new loan commitment, availability of a second mortgage, change of price, and similar matters must be filed with the MLS within three (3) days after receipt of such information by the Listing Participant and authorized in writing by the owner.

7.13 By submitting a listing to the MLS for filing, the Listing Participant warrants and represents to each Other Participant that the Listing Participant has a fully executed Qualified Listing Agreement signed by each property owner(s) or with respect to real property located outside the State of Texas, signed by the listing broker for such real property (i) granting the Listing Participant the exclusive right to sell and/or to lease the Listed Property or appointing the Listing Participant as the exclusive agent of the owner(s) for the sale and/or lease of the Listed Property, (ii) authorizing the Listing Participant to make blanket unilateral offers of compensation to all Other Participants, (iii) authorizing the Listing Participant to submit prices, terms and statistical information to the MLS as contemplated by these Rules and (iv) authorizing the Listing Participant to make the listing immediately available for showing upon entry into the MLS. Incomplete listing

information (submitted either by use of Data Input Sheet or via computer transmission) may cause the listing to be rejected by the MLS Staff.

7.14 Except for intra-office use only or as authorized by a Participant, Lock Box combinations and/or security system codes must not be disclosed on any MLS documents or forms or disclosed orally at any MLS function. Participants and Subscribers are advised to familiarize themselves with the current Electronic Keycard/Keybox Rules. The use of any recording or non-recording lock boxes must comply with all policies of NAR.

7.15 All property listings filed with the MLS are subject to these Rules upon signature(s) by the owner(s) and Listing Participant or Subscriber.

7.16 The full gross listing sales price or rental rate, as applicable, must be stated in the listing agreement and in the MLS. Listings which authorize the Listing Participant to market the Listed Property within an authorized price range may be filed with the MLS; however, the Listing Participant must enter the highest price within the range in the field for the listing price and provide in the appropriate fields full information concerning the range of prices for the Listed Property.

7.17 NTREIS may not fix, control, specify, recommend, suggest, record nor monitor commission rates or professional service fees for brokerage services to be rendered by a Participant. NTREIS may not fix, control, specify, recommend, suggest, record, nor monitor the division of any brokerage commissions or professional service fees between Participants or between Participants and nonparticipants.

7.18 When a Participant is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, the Bylaws of NTREIS, the Rules, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the MLS until sold, leased, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the expiration date of the listing in effect when the suspension became effective. If a Participant has been suspended from the Association or MLS (or both) for failure to pay appropriate dues, fees or charges, the MLS Staff will withdraw all of the suspended Participant's listings which are filed with the MLS. Notices of suspension/termination will serve as notification that listings of Participant will be withdrawn from the MLS.

7.19 When a Participant of the MLS is expelled or terminated from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, Bylaws of NTREIS, the Rules, or other membership obligations except failure to pay appropriate dues, fees or charges) all listings currently filed with the MLS by the expelled (terminated) Participant shall, at the Participant's option, be retained in the MLS until sold, leased, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the expiration date of the listing in effect when the expulsion (termination) became effective. If a Participant has been expelled (terminated) from the Association or MLS (or both) for failure to pay appropriate dues, fees or charges, the MLS Staff will withdraw all of the expelled or terminated Participant's listings which are filed with the MLS. Notices of suspension/termination will serve as notification that listings of Participant will be withdrawn from the MLS.

7.20 When a Participant resigns from the MLS, the MLS Provider will withdraw all of the resigned Participant's listings which are filed with the MLS within ten (10) days after written notice of resignation is received.

7.21 If a Participant does not hold a valid Texas real estate broker's license, or a license or certification by an appropriate state regulatory agency to engage in the appraisal of real property, such Participant's membership in the MLS will automatically terminate immediately and all listings of such Participant will be withdrawn immediately from the MLS by MLS Staff.

7.22 Listings of property may be withdrawn from the MLS by the Listing Participant before the expiration date of the listing agreement provided the Listing Participant has written authorization from the owner(s) of such property for such withdrawal. Owners do not have the unilateral right to require the MLS to withdraw or cancel a listing without the Listing Participant's concurrence; however, when an owner(s) can document that the owner's exclusive relationship with the Listing Participant has been terminated, the MLS may remove the listing at the request of the owner. A Listing Participant shall not withdraw or cancel a Listed Property for the purpose of concealing the sale or the sales price.

7.23 A Participant or any licensee affiliated with a Participant who has an interest in Listed Property shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all Participants.

7.24 Listing information may be submitted by a Participant via computer transmission (as opposed to submitting a fully completed Data Input Sheet). By submitting listing information via computer transmission, a Participant warrants and represents that such Participant has a fully executed Qualified Listing Agreement and Data Input Sheet in such Participant's office and further covenants with NTREIS and all Other Participants to retain a copy of such Qualified Listing Agreement and Data Input Sheet for a period of at least one year after the date the Listed Property is sold or leased, or the listing expires, whichever occurs later.

7.25 Participants who are engaged in the appraisal of real property are encouraged to share with the MLS factual data relating to property sold and closed which is not otherwise reported through the MLS when the submission of such data is not in violation of any fiduciary obligation of such Participant; however, such factual data will not be included in any MLS Compilation.

7.26 Only photos/drawings of or maps to real property will be accepted in the MLS system.

7.27 As used in this section, "Media" means and includes all photos, virtual tours, and other renditions of Listed Property submitted electronically by a Participant or Subscriber. Each Participant or Subscriber who submits Media to the MLS grants the MLS and other Participants and Subscribers the right to reproduce and display the Media in accordance with these Rules. Each Participant or Subscriber who submits Media to the MLS warrants and represents to NTREIS that such Participant or Subscriber has ownership of or the authority from the owner to submit such Media to the MLS and to grant NTREIS a non-exclusive license authorizing the MLS and other Participants and Subscribers the right to publish the Media anywhere the MLS Media may appear. Media submitted by a Participant or Subscriber may only be used for the specified purpose of

displaying the Listed Property. NTREIS reserves the right to reject and/or remove from the MLS any Media containing any text, personal advertising, or personal promotion of a Subscriber or Participant. Before a Participant or Subscriber uses Media from a previous listing submitted to the MLS, that Participant or Subscriber shall obtain the written consent of the former Listing Participant to use such Media.

*NOTE: In order to assure compliance with the Rules, each Participant or Subscriber who engages a third party photographer and submits photos to the MLS is advised to obtain a written agreement with the photographer either assigning all rights, including copyrights to the photographs, to the Participant or Subscriber or obtaining a right to grant NTREIS a non-exclusive license to publish the photographs in accordance with these Rules. The following are alternative provisions which may be included in the agreement with the photographer:*

*“Photographer hereby assigns all right, title, and interest, including copyrights, in photographs to [insert name of Participant/Subscriber] and agrees to execute any further documents which may reasonably be necessary to effect such assignment.” or*

*“Photographer hereby authorizes [insert name of Participant/Subscriber] to grant a non-exclusive license to NTREIS to reproduce, distribute, and display photographs taken by Photographer.”*

7.28 NTREIS does not permit the name, phone number, e-mail address, or web address of the listing agent or other similar information that is not descriptive in nature and relevant to an accurate portrayal of the Listed Property to be placed in the Property Description section of a listing. The same restrictions are applicable to the “Property Photograph” section, the “Picture Description” section, and the Driving Directions section. Only a true current photograph of Listed Property may be placed in the “Property Photograph” section without decorative borders, other embellishments, or any digitally enhanced modifications that would misrepresent the true condition or appearance of the property. Any alleged violation of this Rule will be subject to the enforcement procedures of Sections 11 and 12 of these Rules.

## **SECTION 8 - SELLING PROCEDURES**

8.01 The Other Participant shall disclose clearly to the Listing Participant whether the Other Participant is acting as an owner’s subagent or as a buyer’s agent at the first contact with the Listing Participant, whether by telephone, written communication or by face to face contact. If the Other Participant fails to make such disclosure as set forth in the preceding sentence, the Listing Participant should request the Other Participant to make such disclosure prior to concluding such first contact. The failure of the Listing Participant to make such request of the Other Participant shall not waive or release the Other Participant from any obligation to furnish timely the agency disclosure set forth in this section.

8.02 Appointments for showing Listed Property shall be conducted exclusively through the Listing Participant. The Listing Participant may authorize the Other Participant to show the

Listed Property as indicated in the showing instructions or showing features field. If after reasonable effort, the Other Participant is unable to contact the Listing Participant or his/her representative, then in that event, the Other Participant may make direct contact with the owner only for the purpose of showing Listed Property.

8.03 With the consent of the Listing Participant the Other Participant may deliver an offer or counter-offer to the owner, so long as the Other Participant does not discuss or attempt to discuss the terms or conditions of the offer or counter-offer with the owner. With the consent of the Other Participant, a Listing Participant may deliver an offer or counter-offer to the prospective buyer, so long as the Listing Participant does not discuss or attempt to discuss the terms or conditions of the offer or counter-offer with the prospective buyer. A copy of the offer or counter-offer must be delivered to the principal broker.

8.04 Access, entrance to, and/or activities of Participants/Subscribers while inside Listed Property is restricted and limited to brokerage activities for authorized real estate licensees pursuant to the Texas Real Estate License Act and such other activities expressly authorized by the owner of the Listed Property.

8.05 Unless otherwise agreed in writing by the Listing Participant and the owner(s), the Listing Participant shall submit to the owner(s) all written offers to purchase, lease, or exchange the Listed Property as soon as practicable until the closing of a sale or exchange, or the full execution of a lease, as applicable. If a subsequent offer is not conditioned upon the termination of a pending contract, the Listing Participant shall recommend that (i) the owner(s) obtain advice of legal counsel selected by owner(s) before accepting the subsequent offer or (ii) the owner(s) incorporate an Addendum for Second or "Back-Up" Contract promulgated by the TREC into any counteroffer of owner(s), or both.

8.06 The Other Participant or his/her representative has the right to accompany the Listing Participant or his/her representative when the offer procured by such Other Participant is presented to the owner(s), unless the owner(s) instructs the Listing Participant to the contrary. The Other Participant shall have no right to attend any subsequent discussions or evaluations of such offer by the Listing Participant and owner(s), or to accompany the Listing Participant to the owner(s) for submission of subsequent offers or counteroffers unless the owner(s) so requests or consents. The Listing Broker retains the right to control the time of any appointments for presentation of offers or counteroffers.

8.07 The Listing Participant or his/her representative has the right to accompany the Other Participant or his/her representative when any counteroffer procured by such Listing Participant is presented to a prospective buyer, unless the buyer instructs the Other Participant to the contrary. The Listing Participant shall have no right to attend any subsequent discussions or evaluations of such counteroffer by the other Participant and the buyer or to accompany the Other Participant to the buyer for submission of subsequent counteroffers or offers unless the buyer so requests or consents. The Other Participant retains the right to control the time of any appointments for presentation of counteroffers or offers.

8.08 A Listing Participant must report to the MLS any change in the status of a Listed Property within three (3) days after such change of status occurs. A Participant who fails to comply

with this requirement will be fined by such Participant's MLS Provider not less than \$50 per day nor more than \$100 per day so long as such failure continues after notice from the MLS Provider to the Listing Participant. Upon receipt of a written complaint alleging a violation of this policy, MLS Staff shall notify the accused Participant by telephone, email, and/or by facsimile transmission of the alleged violation. The accused Participant must respond by mail, email, or facsimile transmission not later than the close of business on the next succeeding business day either (a) admitting a violation of said policy or (b) denying a violation of said policy. If the accused Participant admits a violation of said policy, the accused Participant shall either (i) confirm that the alleged violation has been corrected, waive a hearing before the MLS Committee and agree to pay a fine of \$50 within ten (10) days after receipt of invoice or (ii) request a hearing before the MLS Committee on the alleged violation. If the accused Participant fails to respond as set forth herein, or denies the alleged violation of said policy, then in either event, the MLS Staff shall refer the alleged violation to the MLS Committee for hearing in accordance with Section 12.02 of the Rules at a meeting of the MLS Committee at the earliest scheduled meeting date, provided that the accused Participant receives at least twenty-one (21) days prior written notice of the date, time, and place of the scheduled hearing. The accused Participant may appear at such hearing in person or by duly authorized representative.

8.09 The Listing Participant shall report to the MLS all pending contracts, closings or fully executed leases, as applicable, involving a Listed Property within three (3) days after the full execution of a contract of sale or closing of a sale, or the full execution of a lease, as the case may be. No correction to the terms of a closed sale or signed lease may be made after three (3) days of the closing of a sale or the execution of a lease, as applicable by a Participant. Listed Property which is subject to pending contracts containing express conditions such as financing or inspections shall be identified by the appropriate codes. If the Listing Participant fails to report the closing of a sale or lease within the required three day period, the MLS Provider may report the data if necessary written documentation is provided by the Other Participant. If the Listing Participant reports erroneous information to the MLS regarding the closing of a sale, the Other Participant may submit the correct information, with supporting documentation to the appropriate MLS Provider for correction.

8.10 a) Unless expressly prohibited by a provision in the contract of sale or lease initiated by a buyer or tenant, as applicable, the true sales price or rental rate, as applicable, for each Listed Property (or value allocated for the Listed Property in the event of an exchange) must be reported promptly to the MLS after the closing of a transaction by the Listing Participant. Anytime a zero sales price is reported, the Participant who is working for or with the Seller or Buyer requesting nondisclosure of the true sales price shall furnish to the MLS Staff within three (3) days a copy of the contract or an affidavit signed by the Listing Participant and the Other Participant certifying that the contract contains a confidentiality provision prohibiting the disclosure of the true sales price. Other Participants attempting to preclude/prevent Listing Participants from reporting at least a zero sales price shall be in violation of this section. The Listing Participant shall not use the withdrawn status or any other status to avoid reporting the sales price or any other sales information. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ANY FAILURE BY A PARTICIPANT/SUBSCRIBER TO COMPLY WITH THE REQUIREMENT OF THIS SECTION SHALL SUBJECT SUCH PARTICIPANT/SUBSCRIBER TO SUCH DISCIPLINARY SANCTIONS AS THE MLS COMMITTEE SHALL DEEM APPROPRIATE, AFTER NOTICE AND HEARING, IN ACCORDANCE WITH THESE

RULES. IF THE MLS COMMITTEE FINDS THAT THE FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION BY A PARTICIPANT/SUBSCRIBER HAS OCCURRED REPEATEDLY AS PART OF A PRACTICE OR PATTERN OF CONDUCT BY SUCH PARTICIPANT/SUBSCRIBER, SUCH PARTICIPANT/SUBSCRIBER SHALL BE SUBJECT TO DISCIPLINARY SANCTIONS AUTHORIZED BY THE CODE OF ETHICS AND ARBITRATION MANUAL OF NAR, INCLUDING EXPULSION FROM THE MLS.

b) For each violation of Section 8.10, a Participant shall be subject to a minimum fine in the amount of \$100 for the first violation, \$500 for the second violation occurring within a twelve-month period and \$1,000 for each additional violation occurring within such twelve-month period.

8.11 The last known listing price, if any, otherwise the original listing price, will be used to replace any reported zero sales price. Such sales shall be identified by a 'Z' flag indicating that the reported sales price is either the last known listing price or the original listing price, as the case may be.

## **SECTION 9 - PROHIBITIONS**

9.01 No Other Participant shall make available to any broker or firm which does not participate in the MLS any listing filed with the MLS without the prior written consent of the Listing Participant.

9.02 Participants shall not solicit a listing on Listed Property unless such solicitation is consistent with Article 16 of the Code of Ethics, the Standards of Practice, and the Case Interpretations of NAR.

9.03 Only the "For Sale" sign of the Listing Participant may be placed on a Listed Property. Prior to closing, the Other Participant may place a "Sold" sign on the Listed Property only with the consent of the Listing Participant.

9.04 Participants, Subscribers, and Ancillary Users shall not furnish to, disclose to, or permit the use of their MLS passwords and/or access codes to the MLS by any person, firm, company, or other entity, except as may be authorized from time to time by the Directors. Any violation of this section by a Participant, Subscriber, or Ancillary User will subject the violators to loss of MLS services in addition to any other sanctions authorized by these Rules or Policies of the Code of Ethics.

9.05 Participants and Subscribers may not publish or display to customers or clients the compensation offered to Other Participants.

## **SECTION 10 - OTHER PARTICIPANT COMPENSATION**

10.01 The Listing Participant shall specify on each listing filed with the MLS the compensation offered to Other Participants for their services in the sale (or lease) of the Listed Property set forth in such listing. Such offers are unconditional except that entitlement to

compensation is determined by the Other Participant's performance as the procuring cause of sale (or lease). The Listing Participant's obligation to compensate any Other Participant as the procuring cause of sale (or lease) 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 Other Participants that the commission established in the listing agreement might not be paid. At the option of the Listing Participant, subject to authorization by the owner, the Listing Participant retains the right to determine the amount of compensation offered to Other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different, or zero to either subagents or buyer agents, but not zero to both of them. The Listing Participant may, from time to time, adjust the compensation offered to Other Participants by publishing notice in advance to the MLS so that all Other Participants will be informed of the adjusted offer.

*“Note: The compensation specified on listings filed with the MLS must appear in one of two forms, to-wit: (i) by showing a percent of the gross selling price or (ii) by showing a definite dollar amount. The essential and appropriate requirement by the MLS is that the information to be published shall clearly inform the Other Participants as to the compensation they will receive as subagents of owners or as buyer or tenant agents, or in other agency or nonagency capacities defined by law, as the case may be, in cooperative transactions unless advised otherwise by the Listing Participant, in writing, by means other than through the MLS in advance of showing any Listed Property.”*

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

10.02 Listing Participants may, but are not required to, disclose potential short sales to Other Participants and Subscribers only in the private remarks field. When disclosed, Listing Participants may, at their discretion, advise Other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between Listing and Other Participants.

10.03 The existence of a dual or variable rate commission agreement must be disclosed by the Listing Participant by a key, code or symbol as required by the MLS. As referred to herein, a variable rate commission agreement means a commission agreement whereby the owner of the property agrees to pay a specified commission if the property is sold or leased by the Listing Participant without assistance and a different commission if the sale or lease results through the efforts of an Other Participant or through the efforts of the seller/landlord. In response to inquiries

from Other Participants, the Listing Participant shall disclose the differential which would result in either a cooperative transaction or alternatively, in a sale/lease which results through the efforts of the seller/landlord. If the Other Participant is a buyer/tenant agent, the Other Participant must disclose such information to his/her client, before the client makes an offer to purchase or lease.

10.04 If a Participant or any Subscriber affiliated with a Participant wishes to acquire a financial or ownership interest in Listed Property (which is not listed with such Participant or Subscriber), such contemplated interest shall be disclosed in writing to the Listing Participant not later than the time an offer to purchase the Listed Property is submitted to the Listing Participant.

## **SECTION 11 - COMPLIANCE WITH THE RULES**

11.01 All Participants and Subscribers shall observe and comply with the Rules and the Policies, as amended from time to time.

11.02 It shall be the duty of every Participant to thoroughly instruct such Participant's Subscribers and personnel in the provisions of the Rules and to avoid any conduct injurious to, prejudicial to the best interest of, or tending to bring discredit upon the MLS.

11.03 MLS Providers shall not take any action to suspend services of the MLS to a Participant unless such Participant has been furnished at least ten (10) days prior written notice of the intent to suspend services to such Participant. Any such suspension shall remain in full force and effect until all service charges and fees owing by such Participant have been paid in full.

11.04 Other than as set forth in Section 11.03 above, if a Participant violates or fails to comply with any of the Rules, the provisions of Section 12.01 and Section 12.02 shall govern the procedures for handling any disciplinary action or sanctions imposed against a Participant.

11.05 Each Participant shall be responsible for any actions in violation of the Rules committed by any Subscriber or other person under the supervision of such Participant. A Participant shall be subject to disciplinary sanctions for the actions of any such Subscriber or other person who violates the Rules, in the same manner as if the actions of such Participant violated the Rules.

## **SECTION 12 - ENFORCEMENT OF RULES OR DISPUTES**

12.01 Each complaint alleging a violation of the Rules must (a) be in writing; (b) identify the complaining party; and (c) be submitted to the MLS Provider from whom the Participant/Subscriber against whom the complaint is filed either obtains MLS service or holds membership. If an alleged violation of the Rules is brought to the attention of the MLS Staff of an MLS Provider, then said MLS Staff may investigate such alleged violation. If in the opinion of said MLS Staff, it appears that an alleged violation may have occurred, said MLS Staff shall submit a written report to the MLS Committee of such MLS Provider for consideration.

12.02 If the alleged offense is a violation of the Rules and does not involve a charge of alleged violation of one or more of the provisions of Sections 20 & 21 of the Rules or request for arbitration, the alleged violation may be considered and determined by the MLS Provider where the

accused Participant/Subscriber holds membership or by the MLS Provider from whom the accused Participant/Subscriber obtains MLS service. If a violation is determined, the MLS Committee of the MLS Provider which considered the complaint may direct the imposition of a sanction, provided the recipient of such sanction may request a hearing by the Professional Standards Committee of the MLS Provider where such recipient either holds membership or obtains MLS services, in accordance with the Bylaws of said MLS Provider. Alleged violations of Sections 20 and 21 of the Rules will be referred to the appropriate Grievance Committee of an MLS Provider for processing in accordance with the professional standards procedures of that MLS Provider.

12.03 All other complaints of unethical conduct will be referred by the MLS Committee of an MLS Provider to the Association Executive of the MLS Provider where the accused Participant/Subscriber either holds membership or obtains MLS services for appropriate action in accordance with the professional standards procedures established in the Bylaws of said MLS Provider.

12.04 All complaints of unethical conduct or alleged violation of Section 20 and/or Section 21 of these Rules by a nonmember broker will be referred by the MLS Committee of an MLS Provider to the Association Executive of the Association where the accused nonmember broker obtains MLS services for appropriate action in accordance with the professional standards procedures established in the Bylaws of that Association.

## **SECTION 13 - CONFIDENTIALITY**

### **A. CONFIDENTIALITY OF MLS INFORMATION**

13.01 All information relative to a Listed Property provided by the MLS to Participants or Subscribers is official confidential information of the MLS and MLS Providers and exclusively for the use of Participants and Subscribers.

### **B. ACCURACY OF MLS INFORMATION**

13.02 Information published and disseminated by the MLS is communicated verbatim, as filed with the MLS by the Participant. NTREIS does not verify any information furnished by Participants and disclaims any responsibility for its accuracy. Each Participant shall indemnify and hold NTREIS, the MLS and MLS Providers harmless from any liability arising from any inaccuracy of the information such Participant provides.

### **C. ACCESS TO COMPARABLE AND STATISTICAL INFORMATION**

13.03 Members of a local Association/Board who are actively engaged in real estate brokerage, management, appraising, land development, or building but who do not participate in the MLS are entitled to receive, by purchase or lease, information other than current listing information that is generated, wholly or in part, by the MLS including “comparable” information, “sold” information, and statistical reports. Such information is provided for the exclusive use of Association/Board Members and individuals affiliated with Association/Board Members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm except as otherwise specified in the Rules.

Association/ Board Members who receive such information, either as an Association or Board service or through the MLS are subject to the applicable provisions of the Rules whether they participate in the MLS or not.

#### **SECTION 14 - OWNERSHIP OF MLS COMPILATIONS\* AND COPYRIGHTS**

14.01 By the submission of property Listing Content to the MLS, the Participant represents that such Participant has authority to grant and does thereby grant authority for NTREIS to include the property Listing Content in its copyrighted MLS Compilation and also in any statistical report on “Comparables”.

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

14.03 Each Participant shall be entitled to lease from NTREIS a number of copies of each MLS Compilation sufficient to provide the Participant and the Subscribers affiliated with such Participant with one copy of such Compilation. The Participant shall pay the rental fee set by NTREIS for each copy.

*NOTE: \*The term “MLS Compilation”, as used in Sections 13 and 14 of these Rules, will be construed to include any format in which property Listing Content is collected and disseminated to the Participants, including, but not limited to, the MLS data base information, photos, or any other format whatsoever. Comparable data is not included in definition of MLS Compilation but are products of NTREIS.*

#### **SECTION 15 - USE OF COPYRIGHTED MLS COMPILATIONS**

15.01 Participants shall at all times maintain control over and be responsible for each copy of any MLS Compilation leased to them by NTREIS and shall not distribute copies to persons who are not Subscribers.

15.02 Participants and Subscribers shall be permitted to display the MLS Compilation solely to prospective buyers and tenants in their ordinary business activities of attempting to locate ready, willing, and able buyers and tenants for the properties described in said MLS Compilation.

15.03 Participants and Subscribers shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

a) Participants or Subscribers may reproduce from the MLS Compilation, and distribute to prospective buyers or tenants, a reasonable\* number of single copies of property listing data contained in the MLS Compilation which relate to any properties in which the prospective buyers or tenants are, or may, in the judgment of the Participants or Subscribers be interested. Notwithstanding the foregoing, nothing contained herein will be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing print-outs of reports or other compilations of data pertaining exclusively to properties currently listed for sale or lease with the Participant.

*NOTE:\* It is intended that the Participant be permitted to provide prospective buyers with Listing Content relating to properties which the prospective buyer has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term “reasonable”, as used in Section 15.03(a), should therefore be construed to permit only limited reproduction of property Listing Content intended to facilitate the prospective buyers’ decision-making process in the consideration of a purchase.*

Factors which may be considered in deciding whether the reproductions made are consistent with this intent, and thus “reasonable” in number, 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 buyer’s expressed desires and ability to purchase; whether the reproductions were made on a selective basis; and whether the type of properties contained in the property Listing Content is consistent with a normal itinerary of properties which would be shown to the prospective buyers.

b) All MLS information, whether provided in written or printed form, electronically, or in any other form or format, is provided for the exclusive use of the Participants and Subscribers who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office or firm. Notwithstanding the foregoing, a Participant or Subscriber acting as agent for an owner(s), buyer(s) or tenant(s), as applicable, in possession of current listing information, “sold” information, “comparables”, or statistical information may utilize such information to support an estimate of value of a particular property for such owner(s), buyer(s) or tenant(s). Such information that is necessary to determine the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is hereby unauthorized and prohibited. A Participant or Subscriber who is not acting as agent for an owner(s), buyer(s) or tenant(s), as applicable, is only authorized to furnish statistical data (without interpretation or opinion) relating to current listing information, “sold” information, or “comparables” to such owner(s), buyer(s) or tenant(s). However, a Participant or Subscriber is not prohibited from presenting appropriate information to an owner(s) in an effort to obtain a listing of such owner’s property.

c) Notwithstanding the foregoing, Participants/Subscribers reserve the non-exclusive rights to reproduce, publish, distribute and/or otherwise use the photos of their Listed Properties.

## **SECTION 16 - USE OF MLS INFORMATION**

16.01 Information from the MLS Compilation of current listing information, from the “Statistical Report” of NTREIS, or from any “sold” or “comparable” report of NTREIS or the MLS may be used by Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass media advertising by a Participant or in other public representations. This authority does not convey the right to include in any advertising or representation information about specific properties, including, but not limited to, the address, sales price, or other terms of sale, which are listed with Other Participants or which were sold by Other

Participants (as either listing or cooperating broker). However, any print or any non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by NTREIS or the MLS must clearly demonstrate the period of time over which such claims are based and shall include the following or a substantially similar notice:

**“Based on information from the North Texas Real Estate Information Systems, Inc., for the period (date) through (date).”**

16.02 Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant’s licensure or certification as a real estate broker, salesperson, or appraiser and unauthorized uses are prohibited. Nothing contained in the Rules is intended to convey participation or membership or any right of access to information developed by or published by the MLS where access to such information is prohibited by law.

16.03 Participants and Subscribers may not publish or display to customers or clients the name, phone number, or e-mail address, of any seller or occupant of Listed Property.

16.04 Publication or display to customers or clients of remarks will be limited to Property Description and Directions. For example, instructions for showings, remarks for Other Participants and security of Listed Property are prohibited.

16.05 MLS data fields authorized for publication or display may not be changed by any Participant or Subscriber other than the Listing Participant or the agent of the Listing Participant. MLS data may be augmented with additional data not otherwise prohibited from publication or display, provided the source of any additional data is clearly identified. This Rule does not restrict the format of MLS data publication or display or the publication or display of fewer than all of the listings or fewer authorized data fields.

16.06 Publication or display of MLS data must include a notice indicating that the data is deemed reliable, but is not guaranteed accurate by the MLS or NTREIS.

16.07 Each listing displayed on a website of a Participant or Subscriber other than the Listing Participant shall identify the name of the listing brokerage firm and listing agent in typeface not smaller than the median used in the display of listing data.

## **SECTION 17 - INTERNET DATA EXCHANGE AND DOWNLOADING**

### **INTERNET POLICIES**

17.01 NTREIS Participants/Subscribers may display on their consumer accessible web sites aggregated NTREIS MLS active listing information through, at Participants’/Subscriber’s option, either downloading and placing the data on their consumer accessible web sites or by framing such information on a NTREIS web site (if such a site is available) subject to the requirements of state law and regulation. Participants/Subscribers may not combine the aggregated NTREIS data with non-NTREIS data nor forward aggregated NTREIS data to other web sites. Participants shall be responsible for the use of NTREIS data on web sites of Subscribers sponsored by that Participant. Subscribers must obtain authorization from their Participant before downloading NTREIS data to the

Subscriber's public web site.

17.02 Internet search and display of aggregated NTREIS information shall include no more information than is on the NTREIS Customer Report. The Customer Report is a report with respect to a specific listing which can be viewed on-line or downloaded and printed out and handed to a consumer. The Customer Report includes information about the property which is the subject of the listing, including all search fields and displays of that property on a Subscriber's website. Only the information contained in a Customer Report may be displayed or used as search criteria on an IDX Website.

17.03 Unless state law requires prior written consent from Listing Participant, Listing Participant's consent for such display is presumed unless a Listing Participant affirmatively notifies NTREIS in writing that the Listing 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 then that Participant and Subscribers of that company may not frame or display other Participants' NTREIS aggregated listings.

17.04 No Participant/Subscriber has the right to give his/her MLS password or access code to third parties nor allow MLS data to be downloaded by third parties without prior NTREIS authorization. Any violation of this section by a Participant, Subscriber, or Ancillary User will subject the violators to loss of MLS services in addition to any other sanctions authorized by these Rules or Policies of the Code of Ethics.

17.05 Property listings on consumer accessible web sites that contain NTREIS data must show the Listing Participant's company name and the Listing Agent's name on each property listing in a print size that matches the size of the print in the remarks section or that matches the other print in a listing that does not include remarks.

17.06 Only remarks that NTREIS indicates are public remarks are permitted to appear on the Customer Report and therefore on consumer accessible web sites.

17.07 Any display of Other Participant's listings must include:

- a) the source of the information being displayed;
- b) a display of the date of the last update on the web site. Participants must refresh all downloads and refresh and download all data at least once every seven (7) days; and
- c) a display of the NTREIS logo on all Thumbnail listings (along with an explanation of the meaning of the use of the NTREIS logo).

17.08 Participants/Subscribers may not edit factual information from the aggregated NTREIS data that appears on their consumer accessible web sites or in the NTREIS Customer Reports.

17.09 Consumers accessing a Participant's/Subscriber's public web site that contains

NTREIS data must be notified that they may not reproduce or redistribute the NTREIS data since the use of this data is only for people viewing that site.

17.10 Only active listing statuses may be shown when available listings are displayed on a Participant's/Subscriber's consumer accessible web site, together with an explanation of what the status symbol means.

17.11 Participants/Subscribers shall not download and display aggregated NTREIS sold data onto their consumer accessible websites.

17.12 All employees/contractors of Participants/Subscribers who need access to NTREIS data must be given a copy of the Rules.

17.13 Participants/Subscribers who contract with employees and/or contractors who will have access to the NTREIS database must incorporate an addendum to any such contract outlining the responsibilities of such employees and/or contractors substantially in a form approved by the Directors.

17.14 NTREIS shall specify the available facilities to be used for supporting the downloading activities of Participants/Subscribers and their employees and contractors.

17.15 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.

17.16 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.

17.17 Listings or property addresses of sellers who have directed their Listing Participants to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web sites) shall not be accessible via IDX sites. Notwithstanding this prohibition, Listing Participants may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

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

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

17.20 Except as provided in these Rules, an 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.

17.21 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 - COMPUTER MESSAGING**

18.01 The message function on the MLS computer will be used exclusively to disseminate to Participants and Subscribers general information relating to Listed Properties or MLS Provider activities. Any defamatory or obscene statements or use which violates federal, state, or local laws or the rights of any person is expressly prohibited.

## **SECTION 19 - AMENDMENTS**

19.01 Amendments to the Rules or Policies may be proposed from time to time. Proposed amendments must be presented to the Directors by a Director or Officer of NTREIS with notification provided to each shareholder/Association at least fourteen (14) days prior to being acted upon by the Directors. Amendments will be effective upon approval by a majority vote of the Directors.

## **SECTION 20 - ARBITRATION OF DISPUTES**

20.01 By becoming and remaining a Participant, each Participant agrees to arbitrate contractual disputes with Participants in different firms arising out of their relationships as Participants as set forth in these Rules.

20.02 If all disputants are members of the same Association/ Board, or have their principal places of business within the same Association's territorial jurisdiction, they must arbitrate pursuant to the procedures of that Association/Board.

20.03 If the disputants are members of different Associations/Boards, or if their principal places of business are located within the territorial jurisdictions of different Associations/Boards, and the complainant is a Participant of the MLS, the complainant may at his/her option, file the request for arbitration either with an Association in which the respondent holds primary or secondary membership or with an Association where the respondent obtains MLS services. The respondent shall be obligated to arbitrate in accordance with the procedures of the forum so selected.

## **SECTION 21 - STANDARDS OF CONDUCT FOR PARTICIPANTS**

21.01 Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that Other Participants have with clients.

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

21.03 Participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a Listing Participant's offer of cooperation and/or compensation to other brokers without the consent of the Listing Participant.

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

21.05 Participants shall not solicit buyer/tenant agency agreements from buyers/tenants who are subject to exclusive buyer/tenant agency agreements. However, if a buyer/tenant agent, when asked by another Participant, refuses to disclose the expiration date of the exclusive buyer/tenant agency agreement, the Other Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the Other Participant might enter into a future buyer/tenant agency agreement or, alternatively, may enter into a buyer/tenant agency agreement to become effective upon the expiration of any existing exclusive buyer/tenant agency agreement.

21.06 Participants shall not use information obtained from the Listing Participant, through offers to cooperate received through MLS or other sources authorized by the Listing Participant, for the purpose of creating a referral prospect to a third broker, or for creating a buyer/tenant prospect unless such use is authorized by the Listing Participant.

21.07 The fact that an agency agreement has been entered into with a Participant does not preclude or inhibit any Other Participant from entering into a similar agreement after the expiration of the prior agreement.

21.08 The fact that a prospect has retained a Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude Other Participants from seeking such prospect's future business.

21.09 Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants, or others who are not represented by an exclusive agent but shall not knowingly obligate them to pay more than one commission except with their informed consent.

21.10 When a Participant is contacted by the client of another Participant regarding the creation of an agency relationship to provide the same type of service, and such Participant has not directly or indirectly initiated such discussions, such Participant may discuss the terms upon which such Participant might enter into a future agency agreement or, alternatively, may enter into an agency agreement which becomes effective upon expiration of any existing exclusive agreement.

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

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

b) The following types of solicitations by Participants and Subscribers are prohibited:

i) Telephone or personal solicitations of property owners whose properties are exclusively listed with another Participant and who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another Participant; and

ii) Mail or other forms of written solicitations of prospects whose properties are exclusively listed with another Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, “for sale” or “for rent” signs, or other sources of information intended to foster cooperation with Participants.

21.13 Prior to entering into a representation agreement, Participants have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid, exclusive agreement with another broker to provide the same type of real estate service.

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

21.15 On unlisted property, Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact with the seller/landlord on behalf of that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. Such Participants shall make any request for anticipated compensation from the seller/landlord at first contact.

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

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

21.18 Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the Listing Participant's offer of compensation to subagents or buyer/tenant representatives or brokers or make the submission of an executed offer to purchase/lease contingent on the Listing Participant's agreement to modify the offer of compensation.

21.19 All dealings concerning exclusively Listed Property, or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client. Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, Participants shall ask prospects whether they are a party to any exclusive representation agreement. Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements.

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

21.21 Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices nor shall Participants make false or misleading claims about their own businesses to include but not limited to, falsification of comparable data reported to the MLS.

## **SECTION 22 – EFFECTIVE DATES**

22.01 These Rules, as amended, will be effective upon approval by the Directors of NTREIS and by NAR.