



The Voice for Real Estate in Berkshire County
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Providing our members with the resources to practice real estate ethically, proficiently and successfully in Berkshire County, MA

Policies of the Multiple Listing Service

Amended January 2009

These policies are intended to supplement the Bylaws, Rules and Regulations, Code of Ethics and other governing documents of the Multiple Listing Service, a wholly-owned subsidiary of the Berkshire County Board of REALTORS®.

Submission Policy

New Listing Submission

Complete Exclusive Right to Sell / Exclusive Agency property details must be submitted to the MLS Service within two (2) business days after all necessary signatures of the seller(s) have been obtained.

The following indicates **full and complete** submission **of required listing information**:

- **Exclusive Right to Sell Contract, clearly indicating**: property address, seller(s) name, broker's name, *term or duration of contract, *price, *all necessary signatures of seller(s) including but not limited to contract acceptance and initials of said parties on any changes and appropriate broker signature (or authorized broker signature as: Jane Doe for ABC Realty). * Note: if missing, the seller(s) signature will be required for MLS acceptance.
- **Data Input**: Each office may enter their property listing data in the MLS database electronically. Proper submission is confirmed when information is complete and a MLS number is generated. If the MLS Office provides data entry services for the submission of a new listing (additional fees apply), property details must be submitted on a 'Listing Input Form', provided by the MLS office. All mandatory information must be completed and all details neatly printed. Any missing mandatory field information will delay the processing of the listing. If you are not able to complete a mandatory field (e.g.: land is not yet subdivided and therefore taxes have yet to be established), you must indicate such inability to obtain the information by placing a 1 in the field. In order for processing, the reason must be disclosed in the remarks section of the listing information submitted.
- **Photo / Sketch**: One photo / sketch display is mandatory for each property listing. Up to six photos can be uploaded into the system by any user at no cost. The MLS Office can process photos at an additional cost (see fee schedule). Photos for MLS entry may be submitted in hard copy format, on disk or via e-mail. (see photo policy for more information). Submission method

Submission Method

- Contracts and photos must be submitted by fax, mail, e-mail or delivery to the MLS office.

Delayed in Mailing

- If a contract was delayed in mailing, submit the envelope for verification.

The MLS requires completed paperwork for submission to the service, as indicated above.

- If the Data Input Form, Exclusive Right to Sell or Exclusive Agency contract is incomplete, illegible or altered, the MLS will send a fax notice to the Participant, indicating the deficit. Submission is required no later than 5:00 p.m. of the next business day.

- Completed documentation submitted in the required time frame will be processed as usual. Late contract and/or photo fees will be applied, if applicable. Contracts are only considered processed when complete in every detail and are not accepted before.
- Failure or refusal to provide the requested hard copy documentation by 5:00 p.m. of the next business day, will result in removal (Withdrawal Non-Conformance) of the listing in the service and the matter will be addressed by the MLS Board of Directors.
- If the documentation is submitted after the above submission time period, the MLS will re-list the property and assess a listing fee, as well as any late fines or photo fees if applicable.

Altered Contracts:

- Any alterations to an Exclusive Right to Sell Contract must be initialed by the seller(s), for both Broker and MLS protection. Failure to have contract changes initialed will result in the implementation of the fine schedule. Further, as of June 28, 1995, MLS policy was amended to add the following language: "any contract where the date appears to be in question, must have proper documentation."

Lease & Commercial Property Submissions:

- An Exclusive Listing of Commercial Property and Exclusive Listing of Commercial Property for Lease will be accepted for submission into the commercial lease section in the MLS compilations.
- The terms must contain: Exclusivity, Owners Name, Address, Location of property for sale or lease, seller(s) signature, price of offering, and duration of contract.

Information entered on-line must reflect only those properties which have a signed Exclusive Right to Sell or Exclusive Agency contract with the listing office.

Photo Submission Policy

Electronic Photos

- On-line offices may submit electronic property photos via the MLS System. If photos are transmitted electronically, the contract information can be faxed. If an office chooses to submit photos electronically, instructions will be provided.

Photo Format

- Properties under construction must be clearly marked as such, as well as any proposed property on the photo / sketch submitted and in the remarks of the listing.
- The picture submitted into the Multiple Listing Service for publication should provide additional information about the listing. For example: a photo of the house or building itself, a land lot rendering, an interior shot or a view picture, if appropriate.
- Homes or building that are not yet built: very rough sketches are not appropriate. A detailed sketch or rendering will be acceptable and should clearly state that it is proposed. A floor plan would be acceptable and any photo submitted must be of the actual property.
- Condominium: a photo of the signpost in front of the development is not acceptable. An interior shot, a view picture (if appropriate), or floor plan would be acceptable.
- Land listings: A map of the property or a photo of the view from the property is acceptable. Land Sketches, drawn in back pen, reproduce best if kept simple and dark. Submission of sketches for MLS Office input should be done on a 4x6 or 5x7 index card. Sketches in 8x10 format are unacceptable.

Modifications to Listing Submission

All listing modifications must be submitted to the MLS Service within two (2) business days. Broker-loaded modifications need only be entered into the electronic database; the modification form does not need to be submitted in hard copy format.

- Any change to the terms of an Exclusive Right to Sell contract must be in agreed to in writing by the seller. (Price Change, Expiration Date Extension, Withdrawal and Refusal to List in MLS) Any change to the status of an

Exclusive Right to Sell contract does not require the signature of the seller. (Under Agreement, Back on Market, or Sold)

- If there is a question about an entry in the MLS database, the MLS office will fax a notice to the Participant seeking appropriate hard copy documentation for verification. Submission is required no later than 5:00 p.m. of the next business day.
- Failure or refusal to provide the requested hard copy documentation by 5:00 of the next business day will result in fines or action by the MLS Board (see Policy Enforcement Procedures)

Status changes:

- Under-Agreement – Show: This status should be used when a property is under contract but the REALTOR® has chosen to continue to show the property. This is typically used when there are contingencies in the purchase agreement that have not yet been met. Listings with an Under Agreement-Show status are transmitted to REALTOR®.com for display.
- Under Agreement-Final: This status should be used when a property is under contract and the REALTOR® will not continue to show the property. This is typically used when all contingencies in the purchase agreement have been met and a closing is imminent. Listings with an Under Agreement-Final status are not be transmitted to REALTOR®.com.
- Sold information will only be disseminated and transmitted to the server if complete information is entered. Information required: buyer's name, date sold, sale price, selling agent, selling office, concessions and type of financing. The system will automatically calculate the days on market, once entry is complete.

Expired Listings

- Listings that have expired within 30 days can be re-listed if a Modification to Contract form is signed by the seller(s). On-line, copy the existing listing and enter the new expiration date, but retain the original list date for accuracy in the calculation of days on the market. The signed Modification form indicating the new MLS number must then be submitted to the service within two (2) business days of the seller(s) signature. (by mail or fax)
- Listings that have expired after 30 days must be treated as an entirely new listing, and the submission requirements indicated in the "Contract Submission policy" herein, must be followed, although for ease of entry, the listing information can still be copied. This is not considered an extension of a contract, so the listing date must be changed to reflect the new contract information.

Withdrawn Listings:

- Withdrawn-Non Conformance – This status is used when there is a processing error when entering a listing. It denotes that the property is still exclusively listed by the listing office and the withdrawal is to maintain database integrity (ie: a listing is accidentally entered twice, a listing was entered under two property types for maximum exposure and once sold is recorded as both a sale and as withdrawn, the MLS office did not receive paperwork to verify the Exclusive Right to Sell Agreement, etc.)
- Withdrawn – This status is used to withdraw the property from the market and from the MLS database. It is only used at the written direction of the seller (Modification to Contract Form). This withdrawal status is used when the owner no longer wishes to sell the property, or advertise the sale of the property in the Multiple Listing Service database. It is not necessarily a release from the Exclusive Right to Sell contract. Unless otherwise agreed to in writing by both the Broker of Record and the Owner, all contractual responsibilities are in force during the contract duration, even if withdrawn from the market.
- Duplicate Listings – In the event that the MLS finds duplicate listings in the MLS, both listing offices will be notified and asked to submit current, valid, Exclusive Right to Sell paperwork to the MLS Office by 5:00 p.m. of the next business day. The MLS Office will review all paperwork received and will modify the database accordingly and notify all parties. If there is a dispute or the paperwork received does not clearly indicate which party should be considered the 'Listing Agent', the MLS will seek legal guidance.
- Seller's Request for Withdrawal of Listing – On occasion, the MLS Staff receives a direct, written request from a property seller asking that their information be withdrawn from the MLS service. Based on legal counsel advice, we honor all seller requests to remove data from our service. This is followed up immediately with a phone call and letter to the Participant explaining the situation and providing copies of documentation received. The seller is also sent a letter clarifying that the removal of a listing from the MLS is not a termination of their legal obligations under the terms of the contract. We can not and will not attempt to render a conclusion about a contract's validity.

Refusal To List Property:

A refusal to list form must be on file with the MLS within two (2) business days of the seller(s)'s signature on an Exclusive Right to Sell contract, in which the owner has requested the property not be advertised throughout the service. The form must be completed in full, and be signed by the seller(s) and the listing agent.

Further, if the refusal to list reflects a delayed submission, it is the agent's responsibility to make sure that the listing is active and submitted to the service on the day indicated.

Delayed Showing:

A delayed showing form must be on file with the MLS within two (2) business days of the seller(s)'s signature on an Exclusive Right to Sell contract, in which the owner has requested the property not be shown for a limited period of time. The form must be completed in full, and be signed by the seller(s) and the listing agent. [Amended November 28, 2007]

Disclosure Of Interest In Property

Pursuant to MLS Rules and Regulations Section 5.1, the participant or any licensee affiliated with the participant must disclose in the MLS compilation of listing information by selecting remarks of the listing, their interest in that property. (See the Code of Ethics of the National Association of REALTORS® and Massachusetts Real Estate License Law for further guidelines on this subject)

MLS Confidentiality

If a Participant or person employed by or affiliated with a Participants provides unauthorized access to the Multiple Listing Service information, including providing their MLS password to any other person, the Participant will be sanctioned by the MLS Board of Directors, as outlined in the procedures set forth in Section 9 of the MLS Rules and Regulations.

The Multiple Listing Service and potentially the software vendor, will seek legal recourse if any unauthorized person holds and/or utilizes the copyrighted listing database or its software proponent. If a participant is found to have given the database/software to an unauthorized person, the matter will immediately be administratively considered by the MLS Board of Directors or referred to Professional Standards Committee, to handle this severe violation of the Bylaws and Rule and Regulations and the MLS Board will consider any legal action as deemed appropriate. Any action taken by the vendor in such matters remains entirely separate from internal action.

Secondary Office's Agent Policy

Adopted January 1, 2005, MLS Participants that maintain multiple offices, with their primary office location outside of the Berkshire County jurisdiction can assign a 'branch office' to participate in the MLS. This participating office will be subject to all of the same rules, regulations, fees and fines as all other members. Realtor® membership in a Board of REALTORS® is required for access. This provision is designed to allow an organization with multiple offices, some of which are not operating in this jurisdiction, to receive Berkshire MLS services and fees, without obligating their entire organization (other branches) with said service and fees. \

Message Board & E-mail:

Adopted September 2005, the message board is limited to for use by Participants and their associates for posts regarding real estate transactions for sale or lease. Content may not be abusive or disparaging to others. Should a violation of this policy occur, staff will:

1. Contact the DR with a letter of warning for the first offense.
2. Terminate message board access to the offending agent if a second offense occurs.

Reciprocal MLS Agreements

The Berkshire County MLS is currently a reciprocal MLS with the following two entities:

- Columbia Greene Board of REALTORS - \$40.
- Greater Albany \$50

This agreement allows Berkshire MLS Participants to list properties for sale in the above named MLS systems, at the prices indicated. If a Participant wishes to utilize this service, a hard copy photo, check and unique listing form must be submitted to the Berkshire County Board Office for processing.

Internet Data Exchange (IDX)

IDX & Smart Frame Use Requirements

1. The MLS limits the right to display other Participants' listing to licensed Real Estate Brokers who hold participatory rights in the Berkshire MLS. Participants may provide the Multiple Listing Service with a written release granting an agent in good standing with the ability to utilize the smart frame MLS solution, provided that the Participant acknowledges supervisory responsibility for said agent.
2. The MLS requires that listing information displayed on a Participant's website not be modified.
3. The MLS prohibits the display of certain confidential listing information fields, when another Participant's listings are displayed on a cooperating Participant's website. These fields are intended for cooperating Brokers' use, not for Consumers (see attached Matrix for specific fields prohibited).
4. The MLS requires that the display of certain listing information be included when another Participant's listings are displayed on a cooperating Participant's website. The inclusion of this information should be displayed in a manner that is consistent with the font size and location of other standard listing information (see attached Matrix for the specific fields required).
5. The MLS determined that certain listing information is optional, when other Participants' listings are displayed on a cooperating Participant's website (see attached Matrix for the specific fields that are optional).
6. The MLS requires that any display of another Participant's listings must indicate the source of the information being displayed and, in the case of downloaded information, the most recent date downloaded. The MLS further requires that Participants refresh all downloads and refresh all data at least once every seven(7) days. Examples follow:

"Information from the Berkshire County Board of Realtors®, Inc. or its Multiple Listing Service, last updated __/__/__. Information herein believed to be accurate, but not warranted."

"All right, title and interest in the exclusively listed property information represented on this website was created, maintained and copyrighted by the Berkshire County Board of Realtors®, and in copyrights therein, shall at all times remain vested in the Berkshire County Board of Realtors®. As a Participant of the Berkshire County Multiple Listing Service, this company was granted a lease to use this information in accordance with all rules and regulations of the Service."

7. The MLS prohibits sharing of the MLS database with any unauthorized third party and requires that Participants display the following language on their website where listings are displayed:
"This information is being provided 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."
8. The MLS has established that 24 listings is a reasonable limit on the amount of data/number of listings that Consumers may retrieve or download in response to an inquiry.
9. The MLS prohibits the co-mingling of the Berkshire MLS IDX display data with that of any other listings, including but not limited to, private databases, non-listed properties or databases of any other MLS. 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.

10. 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.
11. 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 Web sites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.
13. Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell, or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant.
14. 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.
15. 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.
16. Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.
17. The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed on IDX sites.
18. 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.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.
19. Each listing displayed pursuant to IDX shall identify the listing firm and listing agent on every page that listing information appears, in a readily visible color and typeface not smaller than the median used in the display of listing data.
20. Participants must refresh all downloads and refresh all data at least once every seven (7) days.
21. Participants (and their affiliated licensees, if applicable) shall indicate on their Web sites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.
22. Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLSs. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.
23. Display of expired, withdrawn, and pending listings is prohibited.
24. Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.
25. Participants are required to employ appropriate security protection such as firewalls, provided that any security measures required may not be greater than those employed by the MLS.
26. IDX operators must maintain an audit trail of consumer activity on the IDX site and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

IDX Display Requirements:

1. The Multiple Listing Service grants all Participants, and all subscribers (upon their Participant's written approval), a right to use a smart frame IDX solution.
2. Participants and subscribers are prohibited from framing the Board IDX website display, since custom links are available to the membership for free.
3. As outlined in paragraph 19, the requirement to include the listing firm and listing agent identifications encompass every occurrence where IDX listing information is display, including but not limited to, search results pages with listing information displayed in limited format and detail pages.

Fields marked as 'mandatory' MUST be displayed in the IDX listing details. Fields marked 'prohibited' can NOT be displayed anywhere in an IDX listing. All fields that are not shown in this list can be displayed at the IDX user's discretion.

Main Field Name	Display Policy
MLS #	Mandatory
City	Mandatory
Listing Member	Mandatory
Listing Office	Mandatory
Street #*	Conditional*
Street Direction*	Conditional*
Street Ext*	Conditional*
Street Name*	Conditional*
<i>*Information can be displayed only if the listing agent checked "yes" to "Show Street Name On IDX"</i>	
Contract Information	Display Policy
Assess Amt	Prohibited
BAC	Prohibited
Book	Prohibited
Exp Date	Prohibited
Limited Service	Prohibited
List Date	Prohibited
List Price	Mandatory
Location, Tax & Legal	Display Policy
Map Ref	Prohibited
NAC	Prohibited
Page	Prohibited
SAC	Prohibited
Seller(s)	Prohibited
General Description	Display Policy
Acres Apx	Mandatory
Directions	Prohibited
Office Remarks	Prohibited
Realtor.com Type*	Prohibited
Realtor-to-Realtor	Prohibited
Showing Instructions	Prohibited
Telephone Pole Coord	Prohibited
Total Bedrooms	Mandatory
Total Baths	Mandatory

Approved October 2008, Deadline for Compliance by membership: 3/31/09.

Virtual Office Websites (VOW)

I. Definitions and Scope of Policy

1. For purposes of this Policy, the term Virtual Office Website (“VOW”) refers to a Participant’s Internet website, or a feature of a Participant’s Internet website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS data, subject to the Participant’s oversight, supervision, and accountability.
 - a. A Participant may designate an Affiliated VOW Partner (“AVP”) to operate a VOW on behalf of the Participant, subject to the Participant’s supervision and accountability and the terms of this Policy.
 - b. A non-principal broker or sales licensee, affiliated with a Participant, may, with the Participant’s consent, operate a VOW or have a VOW operated on its behalf by an AVP. Such a VOW is subject to the Participant’s supervision and accountability and the terms of this Policy.
 - c. Each use of the term “Participant” in this Policy shall also include a Participant’s non-principal brokers and sales licensees (with the exception of references in this section to the “Participant’s consent” and the “Participant’s supervision and accountability,” and in section III.10.a, below, to the “Participant acknowledges”). Each reference to “VOW” or “VOWs” herein refers to all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an AVP.
2. The right to display listings in response to consumer searches is limited to display of MLS data supplied by the MLS(s) in which the Participant has participatory rights. This does not preclude a firm with offices participating in different MLSs from operating a master website with links to such offices’ VOWs.
3. Participants’ Internet websites, including those operated for Participants by AVPs, may also provide other features, information, or services in addition to VOWs (including the Internet Data Exchange (“IDX”) function).
4. The display of listing information on a VOW does not require separate permission from the Participant whose listings will be available on the VOW.
5. Except as permitted in Sections III and IV, MLSs may not adopt rules or regulations that conflict with this Policy or that otherwise restrict the operation of VOWs by Participants.

II. Policies Applicable to Participants’ VOWs.

1. A Participant may provide brokerage services via a VOW that include making MLS active listing data available, but only to consumers with whom the Participant has first established a lawful consumer-broker relationship, including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreement(s).
2. A Participant’s VOW must obtain the identity of each Registrant and obtain each Registrant’s agreement to Terms of Use of the VOW, as follows:
 - a. A Registrant must provide his or her name and a valid email address. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection c below). The Registrant may be permitted to access the VOW only after the Participant has verified that the email address provided is valid and that Registrant received the Terms of Use confirmation.
 - b. The Registrant must supply 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. The user name and password may be established by the Registrant or may be supplied by the Participant, at the option of the Participant. An email address may be associated with only one user name and password. The Registrant’s password and access must expire on a date certain but may be renewed. The Participant must at all times maintain a record of the name and email address supplied by the Registrant, and the username and current password of each Registrant. Such records must be kept for not less than 180 days after the expiration of the validity of the Registrant’s password. If the MLS has reason to believe that a Participant’s VOW

has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by one or more Registrants, the Participant shall, upon request, provide to the MLS a copy of the record of the name, email address, user name, current password, and audit trail, if required, of any Registrant identified by the MLS to be suspected of involvement in the violation.

- c. The Registrant must be required affirmatively to express agreement to a "Terms of Use" provision that requires the Registrant to open and review an agreement that provides at least the following: i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant; ii. That all data obtained from the VOW is intended only for the Registrant's personal, non-commercial use; iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW; iv. That the Registrant will not copy, redistribute, or retransmit any of the data or information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property; v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database. After the Registrant has opened for viewing the Terms of Use agreement, a "mouse click" is sufficient to acknowledge agreement to those terms. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. The Terms of Use agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW.
 - d. An agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
3. A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about properties displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.
 4. A Participant's VOW must protect the MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.
 5. A Participant's VOW must comply with the following additional requirements:
 - a. No VOW shall display listing or property address of any seller who have affirmatively directed its listing broker to withhold its listing or property address from display on the Internet. The listing broker or agent shall communicate to the MLS that a seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listing or property address of a seller who has determined not to have the listing or address for its property displayed on the Internet.
 - b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that conforms to the form attached to this Policy as Appendix A. The Participant shall retain such forms for at least one year from the date they are signed.
 - c. With respect to any VOW that: (i) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, the VOW shall disable or discontinue either or both of those features as to the seller's listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Except for the foregoing and subject to subparagraph (d), a Participant's VOW may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent a VOW from notifying its customers that a particular feature has been disabled "at the request of the seller."
 - d. A VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the VOW operator beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The VOW operator shall correct or remove any false

data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for that property explaining why the data or information is false. However, the VOW operator shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

- e. Each VOW shall refresh MLS data available on the VOW not less frequently than every 3 days.
 - f. Except as provided elsewhere in this Policy or in MLS rules and regulations, no portion of the MLS database may be distributed, provided, or made accessible to any person or entity.
 - g. Every VOW must display a privacy Policy that informs Registrants of the ways in which information obtained from them will be used.
 - h. A VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, or whether the listing broker is a Realtor®.
6. A Participant who intends to operate a VOW must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with this Policy and any other applicable MLS rules or policies.
7. A Participant may operate more than one VOW itself or through an AVP. A Participant who operates a VOW itself shall not be precluded from also operating VOWs in conjunction with AVPs.

III. Policies Applicable to Multiple Listing Services

1. A Multiple Listing Service shall permit MLS Participants to operate VOWs, or to have VOWs operated for them by AVPs, subject to the requirements of state law and this Policy.
2. An MLS shall, if requested by a Participant, provide basic “downloading” of all MLS non-confidential listing data, including without limitation address fields, listings types, photographs, and links to virtual tours. Confidential data includes only that which Participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in paragraph IV(1) of this Policy, provided that sold data (i.e., listing information relating to properties that have sold) shall be deemed confidential and withheld from a download only if the actual sales prices of completed transactions are not accessible from public records. For purposes of this Policy, “downloading” means electronic transmission of data from MLS servers to a Participant’s or AVP’s server on a persistent basis. An MLS may also offer a transient download. In such case, it shall also, if requested, provide a persistent download, provided that it may impose on users of such download the approximate additional costs incurred by it to do so.
3. This Policy does not require an MLS to establish publicly accessible sites displaying Participants’ listings.
4. If an MLS provides a VOW-specific feed, that feed must include all of the non-confidential data included in the feed described in paragraph 2 above except for listings or property addresses of sellers who have elected not to have their listings or addresses displayed on the Internet.
5. An MLS may pass on to those Participants who will download listing information the reasonably estimated costs incurred by the MLS in adding or enhancing its “downloading” capacity to enable such Participants to operate VOWs.
6. An MLS may require that Participants (1) utilize appropriate security protection, such as firewalls, as long as such requirement does not impose security obligations greater than those employed concurrently by the MLS, and/or (2) maintain an audit trail of Registrants’ activity on the VOW and make that information available to the MLS if the MLS has reason to believe that any VOW has caused or permitted a breach in the security of the data or a violation of applicable MLS rules.
7. An MLS may not prohibit or regulate display of advertising or the identification of entities on VOWs (“branding” or “co-branding”), except to prohibit deceptive or misleading advertising or co-branding. For purposes of this provision, co-branding will be presumed not to be deceptive or misleading if the Participant’s logo and contact information (or that of at least one Participant, in the case of a VOW established and operated by or for more than one Participant) is

displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

8. Except as provided in this Policy, an MLS may not prohibit Participants from enhancing their VOWs by providing information obtained from sources other than the MLS, additional technological services (such as mapping functionality), or information derived from non-confidential MLS data (such as an estimated monthly payment derived from the listed price), or regulate the use or display of such information or technological services on any VOW.
9. Except as provided in generally applicable rules or policies (such as the Realtor® Code of Ethics), an MLS may not restrict the format of data display on a VOW or regulate the appearance of VOWs.
10. Subject to the provisions below, an MLS shall make MLS listing data available to an AVP for the exclusive purpose of operating a VOW on behalf of a Participant. An MLS shall make MLS listing data available to an AVP under the same terms and conditions as those applicable to Participants. No AVP has independent participation rights in the MLS by virtue of its right to receive data on behalf of a Participant, or the right to use MLS data except in connection with operation of a VOW for a Participant. AVP access to MLS data is derivative of the rights of the Participant on whose behalf the AVP is downloading data.
 - a. A Participant, non-principal broker or sales licensee, or AVP may establish the AVP's right to receive and use MLS data by providing to the MLS a writing in which the Participant acknowledges its or its non-principal broker's or sales licensee's selection of the AVP to operate a VOW on its behalf.
 - b. An MLS may not charge an AVP, or a Participant on whose behalf an AVP operates a VOW, more than a Participant that chooses to operate a VOW itself (including any fees or costs associated with a license to receive MLS data, as described in (g), below), except to the extent that the MLS incurs greater costs in providing listing data to the AVP than the MLS incurs in providing listing data to a Participant.
 - c. An MLS may not place data security requirements or restrictions on use of MLS listing data by an AVP that are not also imposed on Participants.
 - d. An MLS must permit an AVP to download listing information in the same manner (e.g., via a RETS feed or via an FTP download), at the same times and with the same frequency that the MLS permits Participants to download listing information.
 - e. An MLS may not refuse to deal directly with an AVP in order to resolve technical problems with the data feed. However, the MLS may require that the Participant on whose behalf the AVP is operating the VOW participate in such communications if the MLS reasonably believes that the involvement of the Participant would be helpful in order to resolve the problem.
 - f. An MLS may not condition an AVP's access to a data feed on the financial terms on which the AVP provides the site for the Participant.
 - g. An MLS may require Participants and AVPs to execute license or similar agreements sufficient to ensure that Participants and AVPs understand and agree that data provided by the MLS may be used only to establish and operate a VOW on behalf of the Participant and not for any other purpose.
 - h. An MLS may not (i) prohibit an AVP from operating VOWs on behalf of more than one Participant, and several Participants may designate an AVP to operate a single VOW for them collectively, (ii) limit the number of entities that Participants may designate as AVPs for purposes of operating VOWs, or (iii) prohibit Participants from designating particular entities as AVPs except that, if an AVP's access has been suspended or terminated by an MLS, that MLS may prevent an entity from being designated an AVP by another Participant during the period of the AVP's suspension or termination.
 - i. Except as stated below, an MLS may not suspend or terminate an AVP's access to data
 - (a) for reasons other than those that would allow an MLS to suspend or terminate a Participant's access to data,
or
 - (b) without giving the AVP and the associated Participant(s) prior notice and the process set forth in the applicable provisions of the MLS rules for suspension or termination of a Participant's access.

Notwithstanding the foregoing, an MLS may immediately terminate an AVP's access to data

- (a) if the AVP is no longer designated to provide VOW services to any Participant,
- (b) if the Participant for whom the AVP operates a VOW ceases to maintain its status with the MLS,
- (c) if the AVP has downloaded data in a manner not authorized for Participants and that hinders the ability of Participants to download data, or
- (d) if the associated Participant or AVP has failed to make required payments to the MLS in accordance with the MLS's generally applicable payment policies and practices.

11. An MLS may not prohibit, restrict, or impede a Participant from referring Registrants to any person or from obtaining a fee for such referral.

IV. Requirements That MLSs May Impose on the Operation of VOWs and Participants

1. An MLS may impose any, all, or none of the following requirements on VOWs but may impose them only to the extent that equivalent requirements are imposed on Participants' use of MLS listing data in providing brokerage services via all other delivery mechanisms:
 - a. 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:
 - i. Expired, withdrawn, or pending listings.
 - ii. Sold data unless the actual sales price of completed transactions is accessible from public records.
 - iii. The compensation offered to other MLS Participants.
 - iv. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
 - v. The seller(s) and occupant(s) name(s), phone number(s) and email address(es), where available.
 - vi. Instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property.
 - b. The content of MLS data that is displayed on a VOW may not be changed from the content as it is provided in the MLS. MLS data may be augmented with additional data or information not otherwise prohibited from display as long as the source of such other data or information is clearly identified. This requirement does not restrict the format of MLS data display on VOWs or display of fewer than all of the listings or fewer authorized data fields.
 - c. There shall be a notice on all MLS data displayed indicating that the data is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may also include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.
 - d. Any listing displayed on a VOW shall identify the name of the listing firm in a readily visible color, and reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.
 - e. The number of current or, if permitted, sold listings that Registrants may view, retrieve, or download on or from a VOW in response to an inquiry may be limited to a reasonable number. Such number shall be determined by the MLS, but in no event may the limit be fewer than 100 listings or 5% of the listings in the MLS, whichever is less.
 - f. Any listing displayed on a VOW shall identify the name of the listing agent.
2. An MLS may also impose the following other requirements on the operation of VOWs: a. Participants displaying other brokers' listings obtained from other sources, e.g., other MLSs, non-participating brokers, etc. shall display the source from which each such listing was obtained. b. A maximum period, no shorter than 90 days and determined by the MLS, during which Registrants' passwords are valid, after which such passwords must be changed or reconfirmed.
3. An MLS may not prohibit Participants from downloading and displaying or framing listings obtained from other sources, e.g., other MLSs or from brokers not participating in that MLS, etc., but may require either that (i) such information be searched separately from listings obtained from other sources, including other MLSs, or (ii) if such other sources are searched in conjunction with searches of the listings available on the VOW, require that any display of listings from other sources identify such other source.

Amended 12/08: EFFECTIVE DATE: MLSs have until not later than [90 DAYS AFTER ENTRY OF THE FINAL JUDGMENT] to adopt rules implementing the foregoing policies and to comply with the provisions of section III above,

and (2) Participants shall have until not later than 180 days following adoption and implementation of rules by an MLS in which they participate to cause their VOW to comply with such rules.

See Appendix A for Seller Opt-Out Form.

Appendix A: VOW Seller Opt-Out Form

1.[Check one]

- a. [Check here] I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet; or
- b. [Check here] I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet. 2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

_____ initials of seller

Policy Enforcement of Procedures

Listing / Modification fines:

The fines relate to information filed improperly with the MLS Office. The MLS Committee has the right and obligation to enforce these polices and any alleged violation of our Rules and Regulations in accordance with Section 9, 9.1 and 9.2 of our Rules and Regulations.

NOTE: Handling Fees (Fines) will not be addressed on an individual basis. All handling fees incurred will appear on the Participant’s monthly statement. Any disputes to the imposed fine can be made, in writing, to the MLS Board of Directors for consideration. Amended: 05/2008

<u>Type</u>	<u>Policy Violation</u>	<u>Fine</u>
New Listings:	Failure to submit full listing documentation as defined in section 1 of this policy within two (2) business days of the seller's signature, provided the listing was entered into the electronic database system and was disseminated to the membership within two (2) business days.	\$5 fine
	Failure to submit full listing information, including the photograph according to the Photo Submission Policy, into the electronic database system for dissemination to the membership within 2 - 7 business days of Seller's Signature:	\$50.00 Fine
	Failure to submit full listing information, including the photograph according to the Photo Submission Policy, into the electronic database system for dissemination to the membership within 8 - 13 business days of Seller's Signature:	Additional \$ 100.00 Fine
	Failure to submit full listing information, , including the photograph according to the Photo Submission Policy, into the electronic database system for dissemination to the membership within 14-19 business days of Seller's Signature:	Additional \$ 250.00 Fine
	Failure to submit full listing information, , including the photograph according to the Photo Submission Policy, into the electronic database system for dissemination to the membership within 20 business days of Seller's Signature:	Grievance filed by the MLS
Active Contingent:	Failure to submit Under Agreement-Show status within two (2) days of seller(s) execution of Purchase and Sale, provided the agent is continuing to show the property.	\$25 Fine
Pending:	Failure to submit Under Agreement-Final status within two (2) days of the final P&S contingency dates having been met, or agent ceases to show the subject property	\$25 Fine
Closed:	Failure to submit full sold information within two (2) business days of a closing	\$100 Fine
Hard copy Documentation	Failure to provide the Board Office with hard copy documentation as requested, by 5:00 p.m. of the next business day	\$100 Fine

Service Charges and Fees (As from time to time amended)

Realtor® User Subscription Fee	\$ 30.00	Broker Loaded Listing Fees	\$5.00
MLS Initial Participation Fee	\$ 500.00	MLS Loaded Listing Fee	\$16.00
Reinstatement Fee	\$ 100.00	MLS Loaded Photo Fee	\$ 5.00
Bank Service Fee – Return Checks	\$ 15.00	Non-Member Reciprocal Listing	Sec. 5

(end)