

# **SCIOTO VALLEY ASSOCIATION OF REALTORS®**



## **Multiple Listing Service Rules & Regulations**



**MLS Rules & Regulations approved by  
SVAR BOD November 14, 2012**

**Scioto Valley Association of REALTORS®**  
**TABLE OF CONTENTS**  
**MULTIPLE LISTING SERVICE RULES AND REGULATIONS**

<b>Article 1.</b>	<b>Name .....</b>	<b>4</b>
<b>Article 2.</b>	<b>Definition .....</b>	<b>4</b>
<b>Article 3.</b>	<b>Service Area .....</b>	<b>4</b>
<b>Article 4.</b>	<b>Participation .....</b>	<b>4</b>
<b>Section 1.</b>	<b>Participation Defined .....</b>	<b>4</b>
	Section 1 REALTOR® Participation	
	Section 1.1 Non-Member Participation	
	Section 1.2 Application for Participation	
	Section 1.3 Discontinuance of Service	
	Section 1.4 Participation	
<b>Section 2</b>	<b>Listing Procedures .....</b>	<b>6</b>
	Section 2 Listing Procedures	
	Section 2.1 Standard Forms	
	Section 2.2 Definitions of Various Types of Listing Agreements	
	Section 2.3 Types of Listings	
	Section 2.4 Listing Content Defined	
	Section 2.5 Types of Properties	
	Section 2.6 Listing Subject to Rules & Regulations	
	Section 2.7 Detail on Listings Filed with the Service	
	Section 2.8 Exempted Listings	
	Section 2.9 Change in Status of Listing	
	Section 2.10 Withdrawal of Listing Prior to Expiration	
	Section 2.11 Contingencies Applicable to Listings	
	Section 2.12 Listing Price Specified	
	Section 2.13 Listing Multiple Unit Properties	
	Section 2.14 No Control of Commission Rates or Fees	
	Section 2.15 Expiration, Extension & Renewal of Listings	
	Section 2.16 Termination Date on Listings	
	Section 2.17 Jurisdiction	
	Section 2.18 Listings of Suspended Participants	
	Section 2.19 Listings of Expelled Participants	
	Section 2.20 Listings of Resigned Participants	
<b>Section 3</b>	<b>Selling Procedures .....</b>	<b>13</b>
	Section 3 Showings & Negotiations	
	Section 3.1 Presentation of Offers	
	Section 3.2 Submission of Written Offers	
	Section 3.3 Refusal to Sell	
	Section 3.4 Right of Cooperating Broker in Presenting of Offer	
	Section 3.5 Right of Listing Broker in Presentation of Counter-Offers	

Section 3.6	Reporting Pending Sales to the MLS	
Section 3.7	Reporting Resolutions of Contingencies	
Section 3.8	Advertising of Pending Listing Filed with the Service	
Section 3.9	Reporting Sales to the MLS	
Section 3.10	Reporting Cancellation of Pending Sale	
Section 3.11	Sold Data of Office Exclusives Not Submitted	
Section 3.12	Seller Concessions	
Section 3.13	Random Audits of Listing Data	
<b>Section 4</b>	<b>Prohibitions .....</b>	<b>15</b>
Section 4	Information for Participants Only	
Section 4.1	“For Sale” Signs	
Section 4.2	“Sold” Signs	
Section 4.3	“Brokerage/Office Signs” In the Photo or In Place of a Photo	
Section 4.4	Photos Belonging to Another Office	
Section 4.5	Solicitation of Listing Filed with the Service	
Section 4.6	Use of the Terms “MLS” & “Multiple Listing Service”	
Section 4.7	Communications Through the MLS	
Section 4.8	Time on Market & Price Changes in Advertising	
<b>Section 5</b>	<b>Divisions of Commissions .....</b>	<b>16</b>
Section 5	Compensation Specified on Each Listing	
Section 5.1	Disclosing Potential Short Sales	
Section 5.2	Participant as Principal	
Section 5.3	Participant as Purchaser	
Section 5.4	Dual or Variable Rate Commission Arrangements	
<b>Section 6</b>	<b>Service Fees and Charges .....</b>	<b>18</b>
Section 6	Service Fees and Charges	
Section 6.1	Association Member Participation Fees	
Section 6.2	MLS Limited Access User (Affiliates)	
Section 6.3	Non-Association Member MLS Participation Fees	
Section 6.4	Reciprocity Agreements with Other Associations	
Section 6.5	Participation Fees	
Section 6.6	New Broker Fees	
Section 6.7	Recurring Subscription Fees	
Section 6.8	MLS/Sold Books	
Section 6.9	MLS Billing Procedure	
Section 6.10	Delinquent Bills	
Section 6.11	Maintenance/Housekeeping	
<b>Section 7</b>	<b>Compliance with Rules .....</b>	<b>19</b>
Section 7	Compliance with Rules	
Section 7.1	Applicability of Procedures to Users and/or Subscribers	
Section 7.2	Applicability of Rules to Users and/or Subscribers	
<b>Section 8</b>	<b>Meetings .....</b>	<b>21</b>
Section 8	MLS Committee	

Section 8.1	Meetings of the MLS Committee	
Section 8.2	Meetings of MLS Participants	
Section 8.3	Conduct of the Meetings	
Section 8.4	Quorum	
<b>Section 9</b>	<b>Enforcement of Rules or Disputes.....</b>	<b>21</b>
Section 9	Consideration of Alleged Violations	
Section 9.1	Violations of Rules & Regulations	
Section 9.2	Complaints of Unethical Conduct	
<b>Section 10</b>	<b>Confidentiality of MLS Information .....</b>	<b>22</b>
Section 10	Confidentiality of MLS Information	
Section 10.1	MLS Not Responsible for Accuracy of Information	
Section 10.2	Access to Comparable and Statistical information	
<b>Section 11</b>	<b>Ownership of MLS Compilations &amp; Copyrights .....</b>	<b>22</b>
Section 11	Ownership	
Section 11.1	Right, Title, & Interest	
Section 11.2	Participants Entitled to Lease	
<b>Section 12</b>	<b>Use of Copyrighted MLS Compilations.....</b>	<b>23</b>
Section 12	Distribution	
Section 12.1	Display	
Section 12.2	Reproduction	
<b>Section 13</b>	<b>Use of MLS Information .....</b>	<b>24</b>
Section 13	Limitations on Use of MLS Info	
<b>Section 14</b>	<b>Changes in Rules &amp; Regulations.....</b>	<b>25</b>
Section 14	Changes in Rules and Regulations	
<b>Section 15</b>	<b>Arbitration of Disputes.....</b>	<b>25</b>
Section 15	Duty to Arbitrate	
Section 15.1	Arbitration Fees	
Section 15.2	Mediation Fees	
Section 15.3:	Agreement Prior to Arbitration or Mediation	
<b>Section 16</b>	<b>Standards of Conduct.....</b>	<b>26</b>
<b>Section 17</b>	<b>Orientation.....</b>	<b>30</b>
<b>Section 18</b>	<b>Internet Data Exchange (IDX) Policy.....</b>	<b>30</b>
<b>Section 19</b>	<b>Virtual Office Websites (VOW) Policy.....</b>	<b>32</b>
<b>Section 20</b>	<b>MLS Anti-trust Compliance Policy .....</b>	<b>38</b>
<b>Section 21</b>	<b>SUPRA Lockbox/D-E-Key Policies .....</b>	<b>39</b>
<b>Section 22</b>	<b>Terminology .....</b>	<b>41</b>
<b>Appendix “A”</b>	<b>- MLS Entry Flow Chart.....</b>	<b>45</b>
<b>Appendix “B”</b>	<b>- Recurring Fee Schedule.....</b>	<b>46</b>

## **ARTICLE 1. NAME**

The name of this service shall be the Scioto Valley Association of REALTORS® Multiple Listing Service; hereinafter referred to as the Service. *(SVAR Bylaws, Article XVIII, Section 2)*

## **ARTICLE 2. DEFINITION**

A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agent or in other agency or non-agency 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 databases; 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 cooperating broker's performance as a procuring cause of the sale (or lease). *(SVAR Bylaws, Article XVIII, Section 3)*

## **ARTICLE 3. SERVICE AREA**

The territorial jurisdiction of the Association as a Member of the National Association of REALTORS® is: All within the counties of Jackson, Pike, Ross and Vinton in Ohio. *(SVAR Bylaws, Article III, Section 1)*

## **ARTICLE 4. PARTICIPATION Section 1** **– PARTICIPATION DEFINED**

**Section 1: REALTOR® PARTICIPATION:** Any REALTOR® Member of the Scioto Valley Association of REALTORS® or any other Association who is a principal, partner, corporate officer, or branch office manager acting on behalf of the principal, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the policies and procedures thereof and to pay the cost incidental thereto. 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 offer or accept 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. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participants licensure(s) or Certification and unauthorized use is prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by the MLS where access to such information is prohibited by law.

*(NAR Amended 11-08) (SVAR Bylaws, Article XVIII, Section 4)*

Any qualified individual seeking membership of the Scioto Valley Association of REALTORS® Multiple Listing Service shall understand that as a participant they are agreeing to offer compensation to the other participants in MLS, refusal to do so is a direct violation of these MLS Rules and Regulations. *(SVAR Bylaws, Article XVIII, Section 4)*

Mere possession of a Broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm 'offers or accepts cooperation and compensation' means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as they level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website ("VOW") (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "Offer or accept cooperation and compensation" only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all participants and potential Participants. *(NAR Adopted 11/08)*

**Section 1.1: NON-MEMBER PARTICIPATION:** A nonmember applicant for MLS Participation who is a principal, partner, corporate officer or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to the MLS Committee that he/she has no recent or pending bankruptcy; has no record of official sanctions involving unprofessional conduct; agrees to complete a course of instruction (if any) covering MLS Rules and Regulation and computer training related to MLS information entry and retrieval, and shall pass such reasonable and non-discriminatory written examination thereon as may be required by the MLS; and shall agree that if elected as a Participant, he/she will abide by such Rules and Regulation and pay the MLS fees and dues, including the nonmember differential (if any), as from time to time established. Under no circumstances is any individual or firm entitled to MLS participation or membership unless they hold a current, valid real estate Broker's license and offer or accept 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. Use of information developed by or published by an Association Multiple listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further none of the foregoing is intended to convey Participation or Membership or any right of access to information developed by or published by an Association Multiple Listing Service where access to such information is prohibited by law.

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**Section 1.2: APPLICATION FOR PARTICIPATION:** Application for participation shall be made in such a manner and form as described in the Bylaws of the Scioto Valley Association of REALTORS®.

**Section 1.3: DISCONTINUANCE OF SERVICE:** Participants of the Service may discontinue the Service by giving the Service seven (7) days written notice and may reapply to the Service by making formal application in the manner prescribed for new applicants for participation provided all past dues and fees are fully paid.

**Section 1.4: PARTICIPATION:** Participation in the MLS is by real estate firm. The application fees are outlined in the Association Policies. The application fees will be effective when a Broker/Appraiser (Principal) is reinstated regardless of the time period of absence.

## **Section 2 LISTING PROCEDURES**

**Section 2: LISTING PROCEDURES:** Listing of real or personal property of the following types, which are listed subject to a real estate broker’s license, and are located within the territorial jurisdiction of the Scioto Valley Association of REALTORS® Multiple Listing Service, and are taken by Participants on an *Exclusive Right To Sell* form shall be submitted to the MLS within 72 hours and be available for showing after all necessary signatures of seller have been obtained.

- Residential homes for sale or exchange.
- Vacant lots and acreage for sale or exchange.
- Multi-family residential buildings for sale or exchange.

- Commercial properties for sale or exchange. *(Amended 6-11)*

**Section 2.1: STANDARD FORMS:** Multiple listing services shall not require participants to enter into listing agreements using a form other than the form a participant individually chooses to use. Multiple listing services may refuse to accept any listing which fails to adequately protect the interests of the public and other participants, and shall not accept any listing which establishes a contractual relationship between the MLS and a participant’s client. *(11/04 NAR mandate)*

**Section 2.2: DEFINITIONS OF VARIOUS TYPES OF LISTING AGREEMENTS :** Except where state law provides otherwise, the following terms shall be defined as follows when used in rules and regulations of any multiple listing service owned or operated by one or more associations of REALTORS®. *(Amended 5-06)*

**Section 2.3: TYPES OF LISTINGS**

- **Exclusive Right-to-Sell Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller, and the seller agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller, or anyone else; and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller, and the seller agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller, or anyone else, except that the seller may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller is not obligated to pay a commission to the listing broker. *(Amended 5-06)*
- **Open Listings** Except where required by law, multiple listing services shall not include open listings in MLS compilations since open listings generally do not include authority to cooperate with and compensate other brokers. *(Adopted 11-04 NAR Mandate)*

An Open Listing is a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller, and the seller agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker. *(Amended 5-06)*

**NOTE 1:** These definitions are provided to facilitate categorization of listings in MLS Compilations. In any area of conflict or inconsistency, state law or regulation takes precedence. If state law permits brokers to list property, on either an exclusive or open basis, without establishing an agency relationship, listings may not be excluded from MLS compilations on the basis that the listing broker is not the seller’s agent. *(Amended 5-06, NAR Mandate)*

- **Office Exclusive Listings/Exclusive Agency Listing:** The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named



prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with any named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations. *(NAR Mandate, 5-08)*

If a seller withholds consent for a listing to be published in an MLS compilation of current listings, such listings shall be filed with the MLS but not disseminated to other participants. As a matter of local discretion, certification may be required from the seller or from the listing broker that the listing is being withheld from the MLS at the direction of the seller. *(Adopted 11-04, NAR Mandate)*

A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller, and the seller agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller, the seller is not obligated to pay a commission to the listing broker. *(Amended 5-06)*

- **Limited Service Listings:** MLSs may, as a matter of local discretion, categorize listings as limited service in instances where listing brokers, pursuant to their listing agreements, will not provide one or more of the following services:
  - A. arrange appointments for cooperating brokers to show listed properties to potential purchaser but instead give cooperating brokers authority to make such appointments directly with seller
  - B. accept and present to seller offers to purchase procured by cooperating brokers but instead give cooperating brokers authority to present offers directly to seller
  - C. advise seller as to the merits of offers to purchase
  - D. assists seller in developing, communicating, or presenting counter-offers
  - E. participate on seller's behalf in negotiations leading to the sale of the listed property *(Adopted 11-04)*
- **MLS Entry-only Listings:** Multiple listing services may, as a matter of local discretion, categorize listings as MLS entry-only in instances where listing brokers, pursuant to their listing agreements, will not provide any of the following services:
  - A. arrange appointments for cooperating brokers to show a listed property to potential purchaser but instead give cooperating brokers authority to make such appointments directly with seller
  - B. accept and present to seller offers to purchase procured by cooperating brokers but instead give cooperating brokers authority to present offers directly to seller
  - C. advise seller as to the merits of offers to purchase
  - D. assist seller in developing, communicating, or presenting counter-offers

E. participate on seller's behalf in negotiations leading to the sale of the listed property  
(Adopted 11-04)

- **Net Listings** Multiple listing services shall not include net listings in compilations of current listing information.  
(Adopted 11-04 NAR Mandate)

**Section 2.4: LISTING CONTENT DEFINED:** "Listing content" as used in the National Association's multiple listing policies, including the model MLS rules and regulations, 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.  
(Adopted 5-06, NAR Mandate)

**NOTE 1:** The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. The listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants.  
(Amended 11-01)

**NOTE 2:** A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The multiple listing service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service. (NAR Mandate, 5-08)

**Section 2.5: TYPES OF PROPERTIES:** Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service at the participant's option provided, however, that any listing submitted is entered into within the scope of the participant's licensure as a real estate broker.

- Residential
- Business Opportunity
- Commercial/Industrial
- Lots and Acreage
- Farms
- Multi-family

**Section 2.6: LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE:** Any listings taken on a contract to be filed with the MLS is subject to the Rules and Regulations of the Service upon signature of the seller.

**Section 2.7: DETAIL ON LISTINGS FILED WITH THE SERVICE:** A Listing Agreement and Property Data Form are subject to the Rules and Regulations of the Service upon signature of the seller. All listings require a photo to be inputted at the time of submission to the Service.

**A. Listing Agreement/Form:** Listing Agreement or Property Data Form shall be complete in every detail, which is ascertainable as specified on the Property Data Form. Each Designated Broker is responsible for auditing these forms to verify:

1. All required fields have the correct information (i.e., square footage from the auditor's card, correct parcel number, etc.).
2. Required fields shall be defined as the fields in the MLS add/edit screens highlighted in red. These may change from time to time, but hold valid at the time of entry. As field requirements change all listings must be updated to reflect the required changes in accordance with the Rules & Regulations
3. All required fields must contain data this is deemed to be accurate and verifiable. If an owner of the real estate property wishes to have certain information not disclosed i.e. their name, the words "owner of record" or "corporate" may be substituted.
4. All listings are required to have a primary photo, which is defined as a true picture of the property. This is required for residential, commercial, multi-family and land listings.
  - a. Exceptions: A land listing may have a picture of the plat of the land in lieu of a physical picture of the land. A "Google earth" picture or the auditor aerial view of the land is not acceptable as the primary picture. An architectural rendering of a new construction is acceptable.
5. Listing Entry/Edit: See Appendix "A" - Compliance Flow Chart
  - a. The listing office must enter listings into the MLS within 72 hours of receiving signatures of all sellers and be available for showing.  
(Day 1 – 3) (Amended 6-11)
  - b. The association within the following 48 hours will audit listings.  
(Day 4 – 5).
  - c. On Day 5, if the listing is in compliance, nothing further is done. If the listing is not in compliance with current Rules and Regulations, refer to Section 7: Compliance with Rules

**B. Auction Listings:** Multiple listing services may, as a matter of local discretion, accept exclusively-listed property subject to auction. Where listings subject to auction do not include a listed price, they may be published in a separate section of the MLS compilation of current listings. *(Adopted 5-08, NAR Mandate)*

**NOTE 1:** Real estate sold at auction and entered into the MLS Service are to have a clear explanation of the terms of the auction in the "Remarks" section.

**C. NOTIFICATIONS OF VIOLATIONS:** All notifications of violations shall be faxed or emailed to the offending agent and their broker. It is the responsibility of the broker to notify the listing agent of such violation and see that corrections are made in compliance with the entry/update procedure outlined in this section. Fines are to be paid by company check and made out to SVAR MLS. The Participating Broker is responsible for promptly paying, by company check, for all fines issued. Collections from the agents will be an internal office matter.

**Section 2.8: EXEMPTED LISTINGS:** If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing (“office exclusive”) and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Service.

**Section 2.9: CHANGE OF STATUS OF LISTING:** Any change in the listed price or other changes in the original listing agreement shall be made only when authorized in writing by the seller and shall be noted in the Service within 72 hours, excepting holidays, after the authorized change is received by the listing broker.

**Section 2.10: WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:** Listings of property may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement after receiving written Seller authorization. Withdrawals are to be submitted to the MLS within 72 hours, excepting holidays, after receiving such authorization.

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

**Section 2.11: CONTINGENCIES APPLICABLE TO LISTINGS:** Any contingency or condition of any term in a listing shall be described in the remarks section of the listing.

**Section 2.12: LISTINGS PRICE SPECIFIED:** The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.  
*(Adopted 11-04, NAR Mandate)*

**Section 2.13: LISTING MULTIPLE UNIT PROPERTIES:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Property Data Form. When part of a listed property has been sold, proper notification should be given to the Multiple Listing Service within 72 hours, excepting holidays, of being sold.

**Section 2.14: NO CONTROL OF COMMISSION RATES OR FEES:** The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants and shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and Non-Participants.

**Section 2.15: EXPIRATION, EXTENSION AND RENEWAL OF LISTINGS:** Listing submitted with the MLS automatically will automatically be removed from the compilation of current listings on the expiration date specified in the agreement unless prior to that date the MLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extension and renewals of listings must be signed by the seller(s) and be filed with the Service.

In order to extend an expired listing a broker/agent must provide a signed extension form to the Association Office within 72 hours that will include the following: the MLS number, address and new date of extension.

If the listing is expired more than 72 hours it must be reentered as a new listing with a new signed Listing Agreement and receive a new MLS number.

**Section 2.16: TERMINATION DATE ON LISTINGS:** Listings submitted to the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.  
*(Adopted 11-04, NAR Mandate)*

**Section 2.17: JURISDICTION:** Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to the Service. Listings of property located outside the MLS's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service.

**Section 2.18: LISTINGS OF SUSPENDED PARTICIPANTS:** When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently submitted with the MLS by the suspended participant shall, at the participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of suspended participant's listings from the MLS, the suspended participant should be advised, in writing ten (10) days prior, of the intended removal so that the suspended Participant may advise his clients.  
*(NAR Mandate)*

**Section 2.19: LISTINGS OF EXPELLED PARTICIPANTS:** When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently submitted with the MLS by the expelled participant shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective.

If a Participant has been expelled from the association (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of listing information.

Prior to any removal of an expelled participant's listing(s) from the MLS, the expelled participant will be advised, in writing, ten (10) days prior, of the intended removal so that the expelled participant may advise his clients.  
*(NAR Mandate)*

**Section 2.20: LISTINGS OF RESIGNED PARTICIPANTS:** When a Participant resigns from the MLS; the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of resigned Participant's listings from the MLS, the resigned Participant should be advised, in writing ten (10) days prior, of the intended removal so that the resigned Participant may advise his clients.

### **Section 3 SELLING PROCEDURES**

**Section 3: SHOWINGS AND NEGOTIATIONS:** Appointments for showing and negotiations with the seller for the purchase of listed property filed with the MLS shall be conducted through the listing broker, except under the following circumstances:

- (a) The listing broker gives the cooperating brokers specific authority to show and/or negotiate directly, or
- (b) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

**Section 3.1: PRESENTATION OF OFFERS:** The listing broker must make arrangements to present the offer within 72 hours, or earlier if stated in the terms of the offer, or give the cooperating broker a satisfactory reason for not doing so.

**Section 3.2: SUBMISSION OF WRITTEN OFFERS:**

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers & counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. *(Amended 11-05)*

**Section 3.3: REFUSAL TO SELL:** If the seller of any listed property submitted with the MLS refuses to accept a written offer satisfying the terms and conditions in the listing, such fact shall be transmitted immediately to the Service.

**Section 3.4: RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:**

The cooperating broker or his representative has the right to participate in the presentation to the seller or lesser of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lesser and the listing broker. However, if the seller or lesser gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentation.

**Section 3.5: RIGHT OF LISTINGS BROKER IN PRESENTATION OF COUNTER-**

**OFFER:** The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lesser. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

**Section 3.6: REPORTING PENDING SALES TO THE MLS:**

Pending sales shall be reported within 72 hours after acceptance.

**Section 3.7: REPORTING RESOLUTIONS OF CONTINGENCIES:** The listing broker shall report to the service that a contingency submitted to the MLS has been fulfilled or renewed, or the agreement cancelled within 72 hours of such change.

**Section 3.8: ADVERTISING OF PENDING LISTING FILED WITH THE SERVICE:** A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

**Section 3.9: REPORTING SALES TO THE MLS:** Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within 72 hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, in which case the cooperating broker shall report the status changes, to the listing broker within 72 hours after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker. *(Amended, 5-07)*

**Section 3.10: REPORTING CANCELLATION OF PENDING SALE:** The listing broker shall report the cancellation of any pending sale within 72 hours of known fact and the listing shall be reinstated.

**Section 3.11: SOLD DATA OF OFFICE EXCLUSIVE NOT SUBMITTED:**

Brokers/Designated Office Managers may voluntarily submit sold data into the MLS that were Office Exclusives only with Seller's written consent. The purpose is to give a truer picture of SVAR's sold statistics as well as to facilitate REALTORS® and Appraisers when doing CMAs and gathering sold information. SVAR sends the Ohio Association of REALTORS® monthly statistics on sold data for properties. That information is then disseminated throughout the State for publication.

**Section 3.12: SELLER CONCESSIONS:** Seller paid concessions may be to be included with the Sold information submitted to the Service. The purpose is to give a truer picture of SVAR's sold statistics as well as to facilitate REALTORS® and Appraisers when doing CMAs and gathering sold information.

**Section 3.13: RANDOM AUDITS OF LISTING DATA:** The Association Office may perform random audits on all listings entered into, changed, or sold within the MLS. The audit of a new listing should include the signed Listing Agreement, and the signed legally required Seller Disclosure. Extension, price, and status changes must include paperwork signed by the client granting permission for the change(s). *(NAR Suggested)*

A Random Audit Notification will be sent to the Listing Office. Once the Listing Office receives the Random Audit Notification form, they have two (2) business days to send the required paperwork for that listing to the Association Office. If the paperwork is not received by the Association Office within the specified time, a fine will be imposed and the paperwork will still be required or another fine will be charged before the suspension process begins.

An individual found in violation of this rule on submitting paperwork has the opportunity to request a hearing pursuant to the MLS Rules and Regulations.

## **Section 4 PROHIBITIONS**

**Section 4.: INFORMATION FOR PARTICIPANTS ONLY:** Any listing filed with the Service shall not be made available to any broker or firm not a Member of MLS without the prior consent of the listing broker.

**Section 4.1: “FOR SALE” SIGNS:** Only the “For Sale” sign of the listing broker may be placed on a property.

**Section 4.2: “SOLD” SIGNS:** Prior to closing, only the “Sold” sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

**Section 4.3: BROKERAGE/OFFICE SIGNS IN THE PHOTO OR IN PLACE OF A PHOTO:** No office For Sale sign or logo will be permitted in place of a picture or diagram of the property or vacant land.

**Section 4.4: PHOTOS BELONGING TO ANOTHER OFFICE:** Offices are not permitted to use any photos of a property that were taken by another office unless permission is given by the office/Participant that took the photo.

**Section 4.5: SOLICITATIONS OF LISTING FILED WITH THE SERVICE:** Participants shall not solicit a listing on property submitted to the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, Standards of Practice, and Case Interpretations.

**Section 4.6: USE OF THE TERMS MLS & MULTIPLE LISTING SERVICE:** No MLS Participant, Subscriber, or Licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, Subscribers, and Licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

**Section 4.7: COMMUNICATIONS THROUGH THE MLS:** Only messages from the Scioto Valley Association of REALTORS® will be sent to members through the MLS. This will include approved messages from the Association of Directors, notices of meetings, events, or



education held or sponsored by MAR. This shall also include timely and pertinent information from local, state, and federal agencies and messages of importance from the Ohio Association of REALTORS®, the National Association of REALTORS®, and groups sponsored by those mentioned above.

**Section 4.8: TIME ON MARKET & PRICE CHANGES IN ADVERTISING:** Days on Market and Price Changes are collected by the MLS. While those fields may be provided to clients and customers, MAR's MLS prohibits inclusion of Days on Market and Price Changes in any advertising, including IDX, by other Participants. *(Suggested by NAR)*

**Section 4.9: Agent Contact Information:** Agent contact information i.e.; name, phone number, e-mail etc., is not permitted in the Public Remarks section of the Listing form. Contact information may be displayed in Showing Instructions. *(Adopted 6/14)*

## **Section 5 DIVISIONS OF COMMISSIONS**

**Section 5: COMPENSATION SPECIFIED ON EACH LISTING:** The listing broker shall specify, on each listing filed with the MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instance, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker now (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

In filing a property with the MLS of an association of REALTORS®, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his/her compensation shall be prior to his endeavor to sell. *(Revised 5-08)*

The listing broker retains the right to determine the amount of the compensation offered to other Participants (acting as subagents, buyer agents or in other agency or no-agency capacities as defined by law) which may be the same or different.

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of this producing an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement

between other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

**NOTE 1:** The MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the association multiple listing service nor shall publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The association MLS shall not disclose in any way the total commission negotiated between the seller and the listing broker.

*(Revised 5/08)*

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

**NOTE 3:** The MLS shall make no rule on division of commissions between Participants and Non-Participants. This should remain solely the responsibility of the listing broker.

**NOTE 4:** Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval or to lender approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court or by a lender. In such instances, the fact that the gross commission is subject to court or to lender approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they produce an offer that ultimately results in a successful transaction. *(Adopted 11/98)*

**Note 5:** Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. *(NAR mandated 5/08)*

The essential and appropriate requirement by a MLS is that the information is to be published clearly informing the Participants the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker, in writing, in advance of producing an offer to purchase. The compensation specified on listings shall be shown in one of the following forms:

- (a) By showing a percentage of the gross selling price, or
- (b) By showing a definite dollar amount.

**Section 5.1: DISCLOSING POTENTIAL SHORT SALES:** Participants may, but are not required to, disclose potential short sales to other participants and subscribers. When disclosed, 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 cooperating participants.

**Section 5.2: PARTICIPANT AS PRINCIPAL:** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property which is to be disseminated through the MLS, that person shall disclose their interest when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants.

**Section 5.3: PARTICIPANT AS PURCHASER:** If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker no later than the time an offer to purchase is submitted to the listing broker.

**Section 5.4: DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

## **Section 6 SERVICE FEES AND CHARGES**

**Section 6: SERVICE FEES AND CHARGES:** The following service charges for operation of the MLS are in effect to defray the costs of the Service and are subject to change from time to time in the manner described.

**Section 6.1: ASSOCIATION MEMBER PARTICIPATION FEES:** A participation fee for Participants and Subscribers in the Service shall be determined by the Board of Directors. The fee schedule is outlined in the Recurring MLS Subscription Fee Schedule – Appendix “B”.

**Section 6.2: MLS LIMITED ACCESS USER (AFFILIATES):** MLS Limited Access User members may access the Service but only to post information and to access the MLS electronic mail. They shall be required to pay such an amount as established annually by the Board of Directors. Such Limited Access User members may not receive access to the active listing information. The fee schedule is outlined in the Recurring MLS Subscription Fee Schedule - Appendix “B”.

**Section 6.3: NON-ASSOCIATION MEMBER MLS PARTICIPATION FEES:** A recurring fee for participation in the Service shall be determined by the Board of Directors. Recurring participation fees for Participants and Subscribers shall be an amount, as established by the Board of Directors. The fee schedule is outlined in the Recurring MLS Subscription Fee Schedule – Appendix “B”.

**Section 6.4: RECIPROCITY AGREEMENTS WITH OTHER ASSOCIATIONS:** Reciprocity agreements have been signed for multiple listing services and SUPRA D/E-Key usage. Contact the Association Office for more information.

**Section 6.5: PARTICIPATION FEES:** All fees will be established by the Board of Directors.

**Section 6.6: NEW BROKERAGE FEES:** New Brokerages who are not a member of the Scioto Valley Association of REALTORS® will pay a one-time fee to join and become a Non-

Association Member MLS Participant. See the fee schedule is outlined in the Recurring MLS Subscription Fee Schedule – Appendix B.

**Section 6.7: RECURRING SUBSCRIPTION FEES:** All Recurring fees are listed on the Recurring MLS Subscription Fee Schedule – Appendix B in the MLS Rules and Regulations Manual.

**Section 6.8: MLS/SOLD BOOKS:** MLS/Sold books will be billed to the brokerage directly by multiple listing service provider monthly for the total number of books they order. Each Brokerage is responsible to see that these bills are paid on or before the due date.

**Section 6.9: MLS BILLING PROCEDURE:** Full Association Members and Non-Association member MLS participants shall be billed on a semi-annual basis with the option to pay the annual amount at the time of the January billing. MLS Limited Access Users will be billed on a yearly basis only. The billing will be sent to the individual members on January 1 and July 1 of each year (no billing on July 1 if the participant paid the annual amount in January and MLS Participants are billed only in January.) The billing will be due and payable by the due date on the bill. The due date will be 15 days from the billing date. New members' fees will be prorated based on the month they joined the Service. Regardless of what day they joined, the dues for a full month will apply.

**Section 6.10 DELINQUENT BILLS:** Participation fees are due and payable by the due date on the bill. (15 days after the billing date per above Section 6.6) In order for the Association to properly maintain the MLS System, fees must be paid promptly and delinquencies will not be tolerated. Bills will be considered delinquent if unpaid 15 days after due date.

1. Bill is due 15 days after billing date.
2. When bill is 16 days old, the Broker is notified that the bill is delinquent.
3. When the bill is 30 days old, the Subscriber is terminated from the MLS system.
4. When the bill is 46 days old, the Broker is terminated from the MLS System.

**Section 6.11: MAINTAINANCE/HOUSEKEEPING:** The Board of Directors may change the fees related to the MLS Service. When the Board of Directors makes any changes to fees associated with the Service, the Association Executive shall update the Recurring MLS Subscription Fee Schedule – Appendix “B” in the MLS Rules & Regulations Manual.

## **Section 7 COMPLIANCE WITH RULES**

**Section 7: COMPLIANCE WITH RULES:** The following action will be taken for non-compliance with the rules:

- A. For failure to comply with any other rule, provisions of Sections 9 - 9.2 shall apply.
- B. Listing Entry/Edit/Compliance
  - a. The listing agent and listing broker are notified to bring the listing in compliance or if in dispute, send the disputed issue to the Chief Staff Executive. (Day 5) If there is no dispute, the listing agent has 48 hours to bring the listing into compliance. (Day 6 – 7)
  - b. If the listing is now in compliance, nothing more is to be done. If the listing is still non-compliant, the listing agent and listing broker are to be fined \$25 and given 48 hours to bring the listing into compliance. (Day (8 – 9).

- c. On Day 10, if the listing is still not in compliance, the listing agent's and listing broker's fines will be doubled and have another 72 hours to bring the listing into compliance. *See Appendix "A"*.
  - d. On Day 13, if the listing is still not in compliance, the listing agent and listing broker will be suspended from the MLS until the listing is brought into compliance and the fines paid.
  - e. An agent and/or broker has the option of attending a 2 hour MLS Education Class in lieu of paying the fine for the first violation of MLS compliance in any preceding 12 month period.
  - f. Failure to attend the MLS Education is an automatic MLS suspension AND fine will be increased to \$100 for the non-compliant person(s).
  - g. Reinstatement will be upon payment of all fines.
- C. A flow chart of the listing Entry/Update is attached for clarification of this process.
- D. Any brokerage/agent suspended from the service due to non-payment of fees shall be charged a re-activation fee, as determined by the Board of Directors.

**Section 7.1: APPLICABILITY OF PROCEDURES TO USERS AND/OR SUBSCRIBERS:**

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and will be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the Rules and Regulations. Further, failure of any user or subscriber to abide by these procedures, or any sanctions imposed for violations thereof, can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

**Section 7.2: APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS:** Non-Principal Brokers, Sales Licensees, Appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

**Section 8 MLS COMMITTEE MEETINGS**

**Section 8: MLS COMMITTEE:** Per the Bylaws: A Multiple Listing Committee shall be formed, consisting of all active Members who are Participants (or their designated representative) in the Multiple Listing. The Committee Members may serve continuing terms. Each Broker shall have one vote. At the first meeting of each new calendar year the previous year's MLS Chairperson shall preside to elect a new MLS Chairperson as the first order of business by the MLS Committee to serve for that calendar year. At that time the responsibilities will be turned over to the newly elected Chair for continuation of the meeting.

**Section 8.1: MEETINGS OF MLS COMMITTEE:** The MLS Committee shall meet for the transaction of its business at a time and place to be determined by the Chairperson or at the written request of two-thirds of the Committee Members.

**NOTE 1:** Any actions by the MLS Committee are to be submitted to the Board of Directors for final approval before any action is taken.

**Section 8.2: MEETINGS OF MLS PARTICIPANTS:** The Chairperson may, at his or her discretion, call meetings of the Participants in the Service.

**Section 8.3: CONDUCT OF THE MEETING:** The Chairperson or Vice Chairperson shall preside at all meetings or, in their absence; a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee.

**Section 8.4: QUORUM:** Per the Bylaws: A quorum for the transaction of business at committee and general membership meetings, duly called and notified, shall be those members present and eligible to vote. Members are eligible to vote if they are in good standing with the Association

## **Section 9 ENFORCEMENT OF RULES OR DISPUTES**

**Section 9: CONSIDERATION OF ALLEGED VIOLATIONS:** The Committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations.

**Section 9.1: VIOLATIONS OF RULES AND REGULATIONS:** If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Board of Directors of the Scioto Valley Association of REALTORS® in accordance with the Bylaws and Rules and Regulations of the Board of REALTORS® within twenty (20) days following receipt of the Committee's decision.

If, rather than conducting an administrative review, the MLS Committee has a procedure established to conduct hearings\*, the decision of the MLS Committee may be appealed to the SVAR Board of Directors within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to a Grievance Committee for processing in accordance with the Professional Standards Agreement of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Scioto Valley Association of REALTORS®.

**NOTE 1:** A procedure has been established under the Professional Standards Agreement of the Association for ethic violations. The Association's Executive Officer is to be contacted regarding such procedure.

**Section 9.2: COMPLAINTS OF UNETHICAL CONDUCT:** All other complaints of unethical conduct shall be referred by the Committee to the Executive Officer of the Scioto Valley Association of REALTORS® for appropriate action in accordance with the Professional Standards procedures established in the Board's Bylaws.

## **Section 10 CONFIDENTIALITY OF MLS INFORMATION**

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

**Section 10:1: MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:** The information published and disseminated by the Service is communicated verbatim, without charge by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

**Section 10.2: ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** Board members whom are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of Board members and individuals affiliated with 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 provided in these Rules and Regulations.

## **Section 11 OWNERSHIP OF MLS COMPILATION AND COPYRIGHT**

**Section 11: OWNERSHIP:** By the act of submitting any property listing content to the MLS the Participants represent that he/she has been authorized to grant and also thereby does grant authority for the MLS to include the property listing data content in its copyrighted MLS compilation and also in any statistical report on comparables. 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.  
*(Revised 5/08)*

**Section 11.1 RIGHT, TITLE AND INTEREST:** All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the Scioto Valley Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Scioto Valley Association of REALTORS®.

**Section 11.2 PARTICIPANT ENTITLED TO LEASE:** Each Participant shall be entitled to lease from the Scioto Valley Association of REALTORS® a number of copies of each MLS compilation\* sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such

Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Board of Directors.

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

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

## **Section 12 USES OF COPYRIGHTED MLS COMPILATION**

**Section 12: DISTRIBUTION:** Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by a Board Multiple Listing Service where access to such information is prohibited by law.

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

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

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

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

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant. Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information.



Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

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

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

### **Section 13 USES OF MLS INFORMATION**

**Section 13: LIMITATIONS ON USE OF MLS INFORMATION:** Use of information from MLS compilation of current listing information, from the Board's statistical report, or from any sold or comparable report of the Board of MLS for public mass-media advertising by an MLS Participant or in other public representations, may not be prohibited.

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

*Based on information from the Scioto Valley Association of REALTORS®  
MLS for the period (date) through (date).*

### **Section 14 CHANGES IN RULES AND REGULATIONS**

**Section 14: CHANGES IN RULES AND REGULATIONS:** Amendments to the Rules and Regulations of the Service shall be by a simple majority vote of the Multiple Listing Service Committee, subject to approval by the Scioto Valley Association of REALTORS® Board of Directors.

### **Section 15 ARBITRATION OF DISPUTES**

**Section 15: DUTY TO ARBITRATE:** By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants subject to the following qualifications.

**NOTE 1:** If all disputants are members of the same Association of REALTORS® or have their principal place of business within the same Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Association of REALTORS®.

**NOTE 2:** If the disputants are members of different Associations of REALTORS® or their principal place of business is located within the territorial jurisdiction of different Associations of REALTORS., they remain obligated to arbitrate in accordance with the procedures of the Ohio Association of REALTORS®.

- **INTER-ASSOCIATION ARBITRATION PROCEDURES:** Arbitration shall be conducted in accordance with any existing inter-Association agreement or, alternatively, in accordance with the Inter-Association Arbitration Procedures in the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Association of REALTORS®.
- **MEDIATION PROCESS:** This Association (Association) will offer mediation (1) after a request for arbitration is filed and (2) after the Grievance Committee has processed the request and determined that the request presents an arbitral dispute. The Mediation Officer shall destroy and notes/tapes/ documentation associated with the mediation 30 days following the end of the mediation process.

**Section 15.1: ARBITRATION FEES:** When a Request to Arbitrate is submitted to the Association, in addition to the necessary paperwork, each Party shall deposit a \$50 non-refundable Arbitration Filing Fee. There will also be a \$200 Arbitration Deposit required for hearing charges to each the Complainant and Respondent.

- **ARBITRATION FILING FEE:** Each Party shall deposit a \$50 non-refundable (see Mediation Process for the exception) Arbitration Filing Fee. The \$50 Filing Fee of both Parties will be retained by the signatory Association conducting the Arbitration.
- **ARBITRATION FEE:** There will also be a \$200 Deposit Fee for each Party. This is to cover the hearing charges involved in the process. The Deposit Fee of the Prevailing Party will be returned.
- **APPEALS:** Should there be an appeal, a non-refundable deposit of \$100 will be charged to the Party making the appeal (the Appellant), for Ethics appeals.
- **APPEAL PROCESS FOR ARBITRATION:** There is no appeal process for Arbitration other than a request for procedural review, and thus no deposit is required.

**Section 15.2: MEDIATION FEES**

- **MEDIATION FILING FEE:** If both Parties agree to mediate, and they have successfully resolved the dispute through the Mediation process, the entire \$50 Filing Fee will be refunded to each Party.
- **MEDIATION:** If both Parties agree to Mediate, the \$200 Arbitration Deposit is not required UNLESS the Mediation is unsuccessful, in which case both Parties will be required to submit the \$200 Arbitration Deposit used for hearing charges to conduct the Arbitration process.

**Section 15.3: AGREEMENT PRIOR TO ARBITRATION OR MEDIATION:** If both Parties reach an agreement prior to Mediation or Arbitration, there are no charges to either Party.

## **Section 16 STANDARDS OF CONDUCT FOR MLS PARTICIPANTS**

**Section 16.1: MLS** Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with clients.

**Section 16.2:** Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the Seller/Landlord.

**Section 16.3:** MLS Participants acting as subagents or as Buyer/Tenant representatives or brokers shall not attempt to extend a listing Broker's offer of cooperation and/or compensation to other Brokers without the consent of the listing Broker.

**Section 16.4:** MLS Participants shall not solicit a listing that is currently listed exclusively with another Broker. However, if the listing Broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing; (i.e., an Exclusive Right to Sell, an Exclusive Agency, Open Listing, or other form of contractual agreement between the listing Broker and the client), the MLS Participant may contact the owner to secure such information and may discuss the terms upon which the MLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

**Section 16.5:** MLS Participants shall not solicit Buyer/Tenant agency agreements from Buyers/Tenants who are subject to exclusive Buyer/Tenant agency agreements. However, if asked by a MLS Participant, the Broker refuses to disclose the expiration date of the exclusive Buyer/Tenant agency agreement, the MLS Participant may contact the Buyer/Tenant to secure such information and may discuss the terms upon which the MLS 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.

**Section 16.6:** MLS Participants shall not use information obtained from listing Brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing Brokers' clients to other Brokers or to create Buyer/Tenant relationships with listing Brokers' clients, unless such use is authorized by listing Brokers.

**Section 16.7:** The fact that an agreement has been entered into with a MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement.

**Section 16.8:** The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive Broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business.

**Section 16.9:** MLS 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.

**Section 16.10:** When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an agency relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they 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.

**Section 16.11:** In cooperative transactions MLS Participants shall compensate cooperating MLS 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 MLS Participants without the prior express knowledge and consent of the cooperating Broker.

**Section 16.12:** MLS 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 MLS 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.

The following types of solicitations are prohibited: Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS 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 MLS Participants.

**Section 16.13:** MLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

**Section 16.14:** MLS Participants, acting as Buyers or Tenants 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.

**Section 16.15:** On unlisted property, MLS Participants acting as Buyer/Tenant representatives or Brokers shall disclose that relationship to the Seller/Landlord at first contact for that Buyer/Tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase agreement or lease.

MLS Participants shall make any request for anticipated compensation from the Seller/Landlord at first contact.

**Section 16.16:** MLS Participants, acting as representatives or Brokers of Sellers/Landlords or as subagents of listing Brokers, 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 agreement or lease agreement.

**Section 16.17:** MLS Participants are not precluded from contacting the client of another Broker 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 a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made.

**Section 16.18:** MLS 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 Broker'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 Broker's agreement to modify the offer of compensation.

**Section 16.19:** All dealings concerning property exclusively listed, 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, except with the consent of the client's representative or Broker or except where such dealings are initiated by the client.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS Participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects.

**Section 16.20:** Participants, Users, and Subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients or their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assign-ability of exclusive agreements.

**Section 16.21:** These rules are intended to prohibit ethical, albeit aggressive or innovative, business practices, and do not prohibit disagreements with other MLS Participants involving commission, fees, compensation or other forms of payment or expenses.

**Section 16.22:** MLS Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices. *(NAR Adopted 11/07)*

**Section 16.23:** MLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a Participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. *(NAR Adopted 11/07)*

**Section 16.24:** MLS Participants shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and Participants may not:

1. Engage in deceptive or unauthorized framing of real estate brokerage websites;
2. Manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
3. Deceptively use metatags, keywords, or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers. *(NAR Adopted 11/2007)*

**Section 16.25:** The services which MLS Participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

MLS Participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless they facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.

## **Section 17 ORIENTATION**

**Section 17: ORIENTATION:** If offered, any applicant for MLS Participation and any licensee affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and Regulations and computer training to MLS information entry and retrieval and the operation of the MLS within ninety (90) days after access has been provided.

## **Section 18 INTERNET DATA EXCHANGE (IDX)**

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

**Section 18.1: AUTHORIZATION:** Participants' consent for display of their active listings by other Participants pursuant to these Rules & Regulations must be established in writing. If a Participant withholds consent on a blanket basis to permit the display of that Participant's listings,

that Participant may not download or frame the aggregated MLS data of other data Participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. *(Revised 5/08)*

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

**Section 18.2.1:** Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies. *(NAR mandated 5-08)*

**Section 18.2.2:** Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent “scraping” or other unauthorized accessing, reproduction, or use of the MLS database. *(NAR mandated 5-08)*

**Section 18.2.3:** Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible 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. *(NAR mandated 5/08)*

**Section 18.2.4:** Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative 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. *(NAR mandated 5/08)*

**Section 18.2.5:** Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days. *(NAR mandated 5/08)*

**Section 18.2.6:** 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. *(NAR mandated 5/08)*

**Section 18.2.7:** When displaying listing content, a participant’s or user’s IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. *(NAR mandated 5/08)*

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

**Section 18.3.1:** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. 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. *(NAR mandated 5/08)*

**Section 18.3.1.1:** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed on IDX sites. *(NAR mandated 5/08)*

**Section 18.3.2:** Participants shall not modify or manipulate information relating to other Participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) 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 or display of fewer than all of the available listings or fewer authorized data fields. *(NAR mandated 5/08)*

**Section 18.3.3:** All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of listing data. *(NAR mandated 5/08)*

**Section 18.3.4:** All listings displayed pursuant to IDX shall identify the listing agent.

**Section 18.3.5:** All listings displayed pursuant to IDX shall show the MLS as the source of the information.

**Section 18.3.6:** Participants shall indicate on their websites that IDX information is provided exclusively for consumer's personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. *(NAR mandated 5/08)*

**Section 18.3.7:** The data consumers can retrieve or download in response to not more than 50 current listings and not more than 0 sold listings in response to any inquiry.

**NOTE 1:** The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule but may not be fewer than 100 listings or 5% of the listings in the MLS, whichever is less.)

**Section 18.3.8:** The right to display other Participants' listing pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS.

**Section 18.3.9:** Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLS's. 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. *(NAR mandated 5/08)*

**Section 18.3.10:** Display of expired, withdrawn, and pending listings is prohibited. *(NAR mandated 5/08)*

**Section 18.4: SERVICE FEES AND CHARGES:** Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

## **Section 19 VOW Rules for MLS**



**Virtual Office Website (VOW) Rules for MLS**  
*Sections 19.1 through 19.14 (NAR Mandated 2012)*

**Section 19.1**

- a. A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.
- b. As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.
- c. “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- d. As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

**Section 19.2:**

- a. The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- b. Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).
- c. Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

**Section 19.3:**

- a.** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
  - i.** The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
  - ii.** The Participant must obtain the name of, and a valid email address for, each Registrant. 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 (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
  - iii.** The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.
- b.** The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.
- c.** If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d.** The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:
  - i.** That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
  - ii.** That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
  - iii.** That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
  - iv.** That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property;
  - v.** That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database.

- e. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

**Section 19.4:** A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

**Section 19.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

**Section 19.6:**

- a. A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

**Seller Opt-Out Form**

1. Please check either Option a or Option b

- a. [ ] I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

b. [ ] I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

\_\_\_\_\_  
Initials of seller

c. The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

**Section 19.7:**

- a. Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing
- b. Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 19.8:** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 19.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 19.10:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS<sup>®</sup> VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 19.11:** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 19.12:** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

**Section 19.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**Section 19.14:** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**Section 19.15:** A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

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

**Section 19.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

**Section 19.17:** A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

**Section 19.18:** A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

**Section 19.19:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 50 current listings and not more than 0 sold listings in response to any inquiry.

**NOTE 1:** The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule but may not be fewer than 100 listings or 5% of the listings in the MLS, whichever is less.)

**Section 19.20:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

**Section 19.21:** A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

**Section 19.22:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 19.23:** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

**Section 19.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 19.25:** Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

## **Section 20 MLS ANTI-TRUST COMPLIANCE POLICY**

**Section 20:** The purpose of Multiple Listing is the orderly correlation and dissemination of listing information to Participants so they may better serve the buying and selling public. Boards and associations of REALTORS® and their Multiple Listing Services shall not enact or enforce any rule which restricts limits or interferes with Participants in their relations with each other; in their broker/client relationships; or in the conduct of their business in the following areas.

Board and associations of REALTORS® and their MLSs shall not:

- a. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services (Interpretation 14).
- b. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.

- c.** Base dues, fees or charges on commissions, listed prices or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new Participants.
- d.** Modify, or attempt to modify, the terms of any listing agreement. This does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
- e.** Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
- f.** Prohibit or discourage Participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
- g.** Prohibit or discourage Participants from taking “office exclusive” listings. Certification will be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
- h.** Give Participants or Subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other Participants (Interpretation 10).
- i.** Establish, or permit establishment of, any representational or contractual relationship between an MLS and seller, buyers, landlords or tenants.
- j.** Prohibit or discourage cooperation between Participants and brokers that do not participate in the MLS.
- k.** Prohibit or discourage Participants or Subscribers from participating in political activities (Interpretation 15).
- l.** Interfere in or restrict Participants in their relationships with their affiliated licensees (Interpretations 16 and 17).

As used in this policy, “rule” includes all rules, regulations, bylaws, policies, procedures, practices, guidelines or other governance provisions, whether mandatory or not. “Multiple Listing Service” and “MLS” mean multiple listing service committees of boards and associations of REALTORS®.

These policy prohibitions are subject to and limited by applicable statutes, ordinances and governmental regulations; to agreements entered into by an MLS or board or association of REALTORS® and an agency of government; and to final decrees or courts or administrative agencies.

This policy does not prohibit boards or associations of REALTORS® or their MLSs from adopting rules or policies establishing the legitimate uses of MLS information; from prohibiting unauthorized uses of MLS information; or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.

It is the duty and responsibility of all boards and associations of REALTORS® and MLSs owned by or controlled by boards or associations of REALTORS® to ensure that all bylaws, rules, regulations and other governance provisions comply with all mandatory multiple listing policies or the National Association of REALTORS®. Boards and Associations of REALTORS® failing to conform to these policies will be required to show cause why their charters should not be revoked.

## **Section 21 SUPRA LOCKBOX/D-E-KEY POLICIES**

### **1. Lockbox Policy (1-2007)**

- A. All Scioto Valley Association of REALTORS® members will receive one (1) SUPRA lockbox at no charge per year with the lease of their SUPRA D/E key. (Revised 3-2007)
- B. All additional boxes will be leased at a charge of \$10.00 per box per year payable at the time of pick-up or when the yearly Association statement is due. (Billing will be in February)
- C. All agents will be billed \$10.00 yearly by the Association for insurance for their SUPRA D-keys. This will cover the loss or destruction of one (1) D-key per year. Additional keys lost or destroyed will be billed at the standard SUPRA rate prorated at the time of replacement for any key replacement over one (1). Any lost key will require a police report to be filed before a replacement key will be issues. (12-2007)
- D. If the agent finds and returns their D-key within 30 (30) days after reporting it lost, they will pay a \$25.00 fee to have their SUPRA-D-Key insurance reinstated for the remainder of the year. (12-2007)
- E. Shackle codes may be changed by the agent when they get them. All agents are to go to SUPRA KIM and assign their individual information. This will allow for the daily feed from SUPRA about activity at their listings. (2-2008)

**2. SUPRA Lockbox/Insurance Delinquent Bills.** Refer to the Association Policies for delinquent bills.

### **3. MLS Non-Association Participants Lockbox Policy**

- A. Any MLS Non-Association Participant who wishes to lease SUPRA D-keys and purchase the SUPRA provided insurance for their yearly business may do so by making an appointment with the Association office to complete necessary paperwork and pay SUPRA required lease and insurance fees.
- B. Any MLS Non-Association Participant who wishes to purchase each SUPRA lockboxes at the full cost plus a 5% administration fee may do so by making an appointment with the Association office to complete necessary paperwork and pay required costs. (This will allow the Association to purchase replacement lockboxes and not deplete our stock.)

## **SUPRA ELECTRONIC KEY BOX SYSTEM POLICIES AND PROCEDURES**



The Scioto Valley Association of REALTORS® (from this point on referred to as “SVAR”) offers a common key box service to the homeowner clients of its Participants.

1. As a service of the SVAR Board, every Designed REALTOR® and every non-principal broker, sales licensee, licensed or certified appraiser or inspector shall be eligible to hold a key subject to their execution of a lease agreement.
2. Affiliate Members of SVAR actively engaged in a recognized field of real estate practice or related field, may lease a key, provided a lease agreement is signed by the key holder and by a principal, partner, or corporate officer of the key holder’s firm where applicable.
3. The Electronic Lockbox System includes two types of keys: (Active Keys or Electronic Keys)
  - A. REALTOR® Keys provide access to all Electronic Lockboxes in the service with the use of personal pin number.
  - B. REALTOR® E-Key Smart phones equipped to send a signal to boxes
  - C. AFFILIATE keys provide access to all Electronic Lockboxes in the service with the use of a personal pin number and the CBS (Call Before Showing) code, which is different for each Electronic Lockbox
4. Each subscriber must sign a Lease Agreement, which outlines the obligations to SUPRA and to the Association. The agreement lists the responsibilities of the parties. No member of participating Association is required to subscribe to the Electronic Lockbox System as a requirement of membership.
5. When a Key holder, whether an Association Member or Affiliate Member, decides to
  - a.) no longer participate in the Electronic Lockbox System
  - b.) no longer remain an active licensed sales associate or
  - c.) transfer to a different firm, the Key holder is responsible for notifying the Association of such action. In the case of discontinuing the service, the Key holder is responsible for turning in their key, all equipment issued and any leased lockboxes, as well as fulfilling any other terms agreed to in the lease agreement.
6. Electronic lockboxes may not be placed on a property without the written authorization of the seller. This authority may be established in the listing contract. Members participating in the Electronic Lockbox System are not required to place a Lockbox\* on a listed property. \*SVAR Lock Box Participants may, if they so choose, install their own personal lock boxes on their listings provided they have the authority from the seller and it is noted in the “Remarks” section when entered into the MLS.
7. A Key holder will not use the Key to access an Electronic Lockbox without first calling the listing office or listing agent to ascertain the availability of the property, schedule a showing, and obtain other showing instructions from the listing office. Violations of this rule will result in significant penalties, including but not limited to a fine of up to \$1,000 for violation of this rule and/or suspension from the use of the Electronic Lockbox System for a specified periods of time.

## **Section 21 TERMINOLOGY**

### **Section 21: MLS Terminology**

1. **“Agency”** is the fiduciary relationship that results from the manifestation of consent by one person to another that the other shall act on his/her behalf and subject to his/her control, and consent by the other so to act.
  - a. The one for whom action is taken is the Principal.
  - b. The one who is to act is the Agent.
2. **“BAC”** refers to the Buyers’ Agency Compensation agreed to between participating brokerages in the Multiple Listing Service.
3. **“Broker Reciprocity (also known as BR or IDX)”** is a means by which each Participant subscribing to the program (the Broker Reciprocity Subscriber or BRS) permits the display of its active listings appearing in the SVAR MLS on each other BRS’ Internet website.

**NOTE 1:** Participation is automatic for all MLS Participants unless a member Broker completes an Opt-Out Elective form and it is placed on file with the MLS.

4. **“Broker Reciprocity Database”** is the current aggregate compilation of all active exclusive right to sell listings of all Broker Reciprocity Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract.
5. **“Buyer Agency”** is the relationship that exists between a buyer (principal) and his/her buyers’ agent.
6. **“Client”** is a buyer or seller who is represented by an agent who is subject to that buyers or sellers control; also called a principle.
7. **“Compensation”** is the specific amount of compensation being offered to other MLS Participants for their services in the sale of such listing. The compensation is to be shown as a percentage on each listing inputted.
8. **“Cooperating Agent”** is any agent who sells a property; he/she may be the subagent or listing agent of the seller, or a buyers’ agent or a dual agent. Also called a selling agent.
9. **“Customer”** is a buyer who is working with an agent who represents the seller; also the seller of unlisted property that is being sold to a buyer represented by a buyers’ agent.
10. **“Days”** in this manual refer to calendar days unless otherwise specified.
11. **“D/E-Key”** is an electronic key or “Smart device”, which is used in conjunction with the Supra security system to enter properties, which have a lock box.
12. **“Dual Agency”** is an agency relationship where the brokerage firm represents both the buyer and the seller in the same real estate transaction.
13. **“Eligible”** means that a member is in good standing with the Board and does not owe any outstanding fees, has any complaints pending, is not suspended, etc.

14. **“Exempted Listing”** is where the Seller is refusing to let allow you to enter the listing into the ILS Service. If this occurs you are to submit a copy of the signed paperwork showing such request to the Board office within 72 hours of obtaining a signature(s).
15. **“Expired”** means that a listing has ended and the listing agent failed to obtain an extension prior to the ending date of the contract. The ILS system can be programmed to remind you of any expiring listings twenty (20) days in advance.
16. **“Holiday”** will refer to Christmas, New Year’s Day and Government recognized holidays.
17. **“ILS”** is the abbreviated name for the Internet Listing Service – this system is an Internet based system available 24 hours a day, seven days a week.
18. **“Internet/Yes or No”** is found on the MLS input sheets and refers to whether or not you have permission to advertise the listing on REALTOR.com.
19. **“Lease Agreement”** is made between a Subscriber of the Service, associated with a Participant in the Service, and the Association as per the security system set up under Supra.
20. **“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.
21. **“Lock Box”** refers to the box used to store keys to properties and is placed on the door handle of the property. Members must use their D-Key to open the lock box and retrieve the keys to the property.
22. **“MLS”** is the abbreviated name for Multiple Listing Service.
23. **“NRDS Number”** refers to your nine digit identification number assigned to each REALTOR® as a member of the National Association of REALTORS®.
24. **“Participant”** is refers to the Chief Principal or Broker of the brokerage.
25. **“Photo”** All listings are required to have a primary photo, which is defined as a true picture of the property.
26. **“NAVICA”** is the name of the MLS provider that SVAR has chosen to use in offering this service to its members.
27. **“Subscriber”** refers to members who are users of a Service and associated with a Participant in the Service.
28. **“SVOH ILS or ILS (Internet Listing Service)”** is the abbreviations for the Multiple Listing Service of the Scioto Valley Association of REALTORS®.
29. **“Supra”** is the security electronic lockbox system that the SVAR MLS has chosen to offer as an additional Service to its Participants.

30. **“Seller” and “Buyer”** shall be construed to mean either singular or plural as indicated by the number of required parties.
31. **“SAC”** refers to the Sub-Agent Compensation.
32. **“Signature”** refers to the signature of the seller(s) on all contracts prior to entering the listing into the system. This also must be done when extending a listing – no changes are to be made without the seller(s) consent in writing.
33. **“Subdivisions** is a required field in the MLS Promatch program that is a mandatory field. If the listing is not in a specific subdivision mark the field as “no subdivision”. If the listing is actually in a subdivision that is not listed mark “Other/remarks” and define what subdivision it is in under remarks. Notify the Association Office of the need to add this subdivision to the existing fields.
34. **Technical Support”** is available through our MLS provider.
34. **“Update Daily”** refers to placing your key on the cradle nightly for updates. It is strongly suggested that you use your cradle daily rather than any other method to update to avoid corroding your data and disabling your D-Key.

**As defined in “Law Writer® Ohio Laws and Rules**

**An excerpt from:**

**3781.06 Exemption for building or structures**

**C) As used in sections 3781.06 to 3781.18 and 3791.04 of the Revised Code:**

- (1) **“Agricultural purposes”** include agriculture, farming, dairying, pasturage, apiculture, horticulture, floriculture, viticulture, ornamental horticulture, olericulture, pomiculture, and animal and poultry husbandry.
- (2) **“Building”** means any structure consisting of foundations, walls, columns, girders, beams, floors, and roof, or a combination of any number of these parts, with or without other parts or appurtenances.
- (3) **“Industrialized unit”** means a building unit or assembly of closed construction fabricated in an off-site facility, that is substantially self-sufficient as a unit or as part of a greater structure, and that requires transportation to the site of intended use. “Industrialized unit” includes units installed on the site as independent units, as part of a group of units, or incorporated with standard construction methods to form a completed structural entity. “Industrialized unit” does not include a manufactured home as defined by division (C)(4) of this section or a mobile home as defined by division (O) of section 4501.01 of the Revised Code.
- (4) **“Manufactured home”** means a building unit or assembly of closed construction that is fabricated in an off-site facility and constructed in conformance with the federal construction and safety standards established by the secretary of housing and urban development pursuant to the “Manufactured Housing Construction and Safety Standards Act of 1974,” 88 Stat. 700, 42 U.S.C.A. 5401, 5403, and that has a permanent label or tag affixed to it, as specified in 42 U.S.C.A. 5415, certifying compliance with all applicable federal construction and safety standards.

(5) “**Permanent foundation**” means permanent masonry, concrete, or a footing or foundation approved by the manufactured homes commission pursuant to Chapter 4781. of the Revised Code, to which a manufactured or mobile home may be affixed.

(6) “**Permanently sited manufactured home**” means a manufactured home that meets all of the following criteria:

- (a) The structure is affixed to a permanent foundation and is connected to appropriate facilities;
- (b) The structure, excluding any addition, has a width of at least twenty-two feet at one point, a length of at least twenty-two feet at one point, and a total living area, excluding garages, porches, or attachments, of at least nine hundred square feet;
- (c) The structure has a minimum 3:12 residential roof pitch, conventional residential siding, and a six-inch minimum eave overhang, including appropriate guttering;
- (d) The structure was manufactured after January 1, 1995;
- (e) The structure is not located in a manufactured home park as defined by section 3733.01 of the Revised Code.

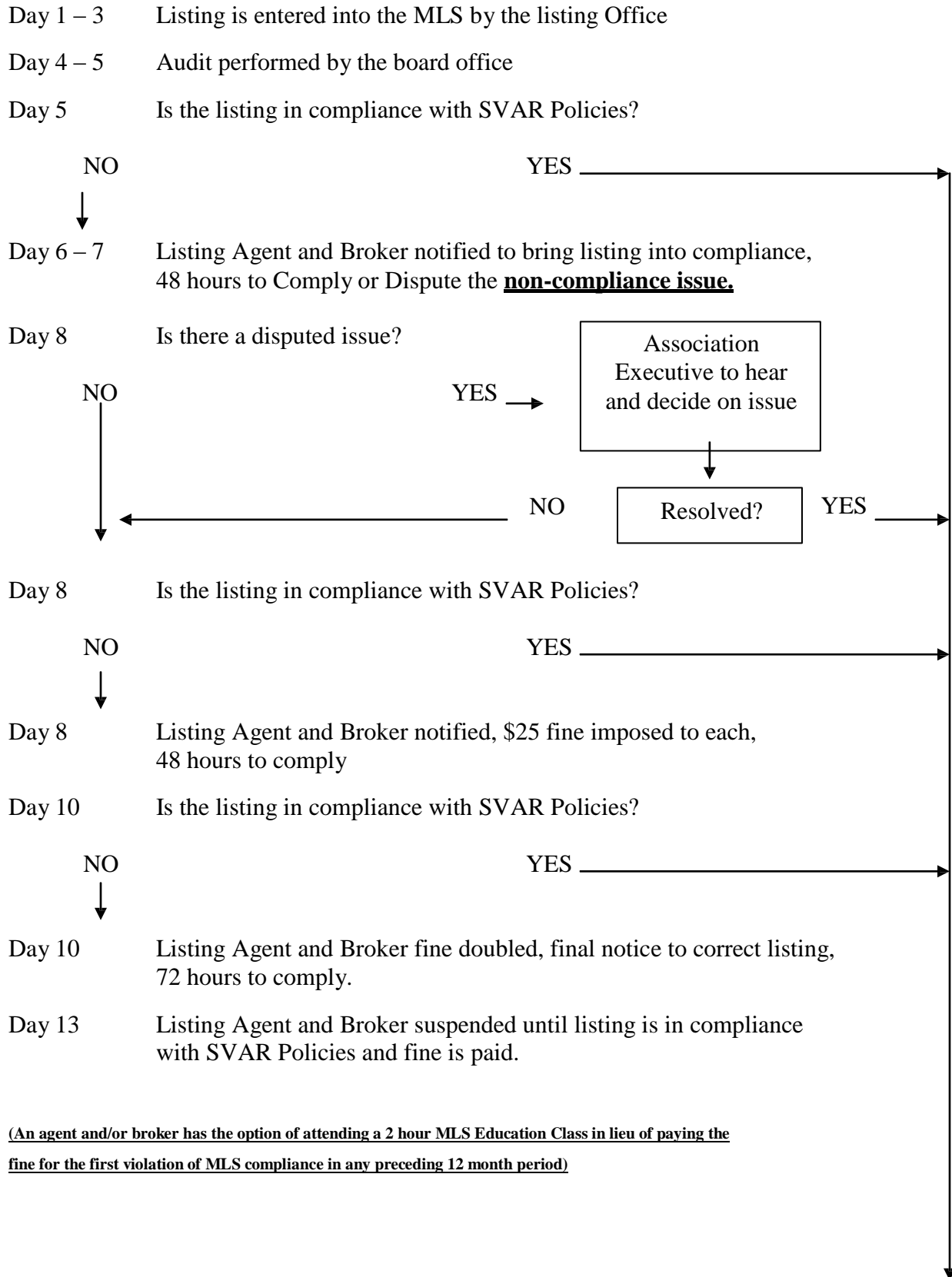
(8) “**Residential building**” means a one-family, two-family, or three-family dwelling house, and any accessory structure incidental to that dwelling house. “Residential building” includes a one-family, two-family, or three-family dwelling house that is used as a model to promote the sale of a similar dwelling house. “Residential building” does not include an industrialized unit as defined by division (C)(3) of this section, a manufactured home as defined by division (C)(4) of this section, or a mobile home as defined by division (O) of section 4501.01 of the Revised Code.

(9) “**Nonresidential building**” means any building that is not a residential building or a manufactured or mobile home.

(10) “**Accessory structure**” means a structure that is attached to a residential building and serves the principal use of the residential building. “Accessory structure” includes, but is not limited to, a garage, porch, or screened-in patio.

Effective Date: 08-06-2004; 05-27-2005

## Appendix “A” – MLS Entry/Edit/Compliance Flow Chart



(An agent and/or broker has the option of attending a 2 hour MLS Education Class in lieu of paying the fine for the first violation of MLS compliance in any preceding 12 month period)

**Appendix “B” - Recurring MLS Subscription Fee Schedule**

	<b>Initiation Fee</b>	<b>6 – Month Fee</b>	<b>12 – Month Fee</b>
Association Member - Participant (Broker)	\$0.00	\$180.00	\$360.00
Association Member - Subscriber (Agent)	\$0.00	\$180.00	\$360.00
MLS Limited Access User - Affiliate	\$0.00	N/A	\$100.00
Non-Association Member - Participant	\$300.00	\$210.00	\$420.00
Non-Association Member - Subscriber	\$0.00	\$210.00	\$420.00