



## ***RULES AND REGULATIONS***

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# ***RULES AND REGULATIONS OF MLSBOX***

GBRAR provides, for the use of its Participants and Subscribers, a multiple listing service within the territory set forth in definitions below. The purpose of MLSBOX is to provide a Multiple Listing Service to Participants. An MLS is a means by which:

- (a) authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law);
- (b) by which cooperation among Participants is enhanced;
- (c) 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;
- (d) Participants engaging in real estate appraisal contribute to common databases; and
- (e) listing information may be correlated and disseminated in an orderly manner so Participants may better serve their clients and customers.

Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease).

## **DEFINITIONS**

### **Advised in Writing (Notice)**

When used in these Rules and Regulations the terms "advised in writing" or "notice" may include any written notification including email or direct messages through the MLS System.

### **Agreement of Sale (Purchase Agreement)**

When used in these Rules and Regulations the term agreement of sale includes agreement to lease (or rent).

### **Authorized Affiliate**

An authorized affiliate is any:

- Subscriber affiliated with a Participant, OR
- Unlicensed Assistant employed by the Participant's brokerage firm, the Participant, a Subscriber affiliated with the Participant, or a group which can include the Participant and/or Subscribers, who performs actions on behalf of or with the authority of the Participant.

### **Business Day**

Business days are weekdays (Mondays through Fridays) except weekdays that are:

- federal holidays, OR
- US Postal Service holidays, OR
- Louisiana state holidays.

## Buyer

When used in these Rules and Regulations the term Buyer includes tenant (or lessee).

## Commercial Database

The Louisiana Commercial Database, LLC managed by the Greater Baton Rouge Association of REALTORS or some other database authorized for inclusion in these Rules and Regulations by the GBRAR Board of Directors.

## Counter-Offer

An offer on which the offeror has modified the terms for purchase or lease offered by the offeree and through which he seeks the Buyer's agreement to purchase or lease in accordance with those modified terms.

## Exclusive Agency Listing Contract

A contractual agreement under which:

- a single listing broker<sup>1</sup> is granted authority to act as the agent or as the legally recognized non-agency representative of the Seller, to the exclusion of all others during the term of the contract, AND
- the Seller agrees to pay a fee or commission to the listing broker if the property is sold through the efforts of any real estate broker, BUT
- 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.

## Exclusive Right to Sell Listing Contract

A contractual agreement under which:

- a single listing broker<sup>2</sup> is granted authority to act as the agent or as the legally recognized non-agency representative of the Seller, to the exclusion of all others during the term of the contract, AND
- the Seller agrees to pay a fee or 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.

An exclusive right to sell listing contract may include a provision allowing the Seller to name one or more individuals or entities as exemptions or exclusions to the listing agreement and if the property is sold to any so exempted or excluded Buyer, the Seller is not obligated to pay a fee or commission to the listing broker.<sup>3</sup>

## Exempted Listings

Exempted listings are listings of property in which the Participant has been directed by the Seller:

- not to cooperate with any other Participant, OR

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<sup>1</sup> The term 'single listing broker' shall include listings of one or more brokers, each of whom shall be fully identified and each of whom shall be fully responsible for the obligations of a listing broker as if each was the sole listing broker.

<sup>2</sup> The term 'single listing broker' shall include listings of one or more brokers, each of whom shall be fully identified and each of whom shall be fully responsible for the obligations of a listing broker as if each was the sole listing broker.

<sup>3</sup> An exclusive right to sell listing contract in which one or more named prospects are exempted is not an exclusive agency listing.

- not to offer compensation to any other Participant (whether or not cooperation with other Participants has been authorized by the Seller), OR
- not to disseminate information about the property to other Participants or Authorized Affiliates of MLS by means of the MLS Participant Database even though cooperation with and/or compensation to other Participants has been authorized by the Seller.

When taken on an exclusive right to sell or exclusive agency listing contract they must be filed with MLS. Such listings when filed are not disseminated to other Participants or authorized affiliates by MLS. (See Section 1.3)

## **Filed with the Service**

Either electronically input or delivered to MLS.

## **Full Member Office**

The office of a Participant who has signed an office subscription agreement with MLS in which the Participant has agreed to require all licensees or appraisers affiliated with the Participant to become Subscriber members of MLS.

## **GBRAR**

The Greater Baton Rouge Association of REALTORS, Inc.

## **Internet Data Exchange (IDX)**

IDX affords MLS Participants the ability to authorize limited electronic display of their listings by other Participants.

## **Internet Data Exchange Participant (IDX Participant)**

An MLS Participant who authorizes limited electronic display of their listings by other Participants in return for permission to display their listings.

## **Internet Data Exchange Subscriber (IDX Subscriber)**

A Subscriber affiliated with an IDX Participant who:

- with the written permission and authority of such Participant, displays listings of property in the Internet Data Exchange Database upon the acceptance by MLS of a fully executed licensing agreement (available from MLS):
  - subject to the Participant's consent and control, and
  - in accordance with all applicable laws and regulations, and
  - in accordance with MLS rules.

## **Internet Data Exchange Database (IDX Database)**

The current aggregate compilation of all listings of all IDX Participants except those listings where the property Seller and/or IDX Participant has opted out of all Internet display by so indicating on the listing contract and entry into MLS's MLS database. MLS owns the IDX Database.

## Key Subscriber or Keyholder

An MLS Participant, Subscriber or other individual who has executed a Key Lease Agreement with GBRAR in accordance with the rules and policies of the GBRAR Lockbox Service (see Section 24).

## Listings

References to listings, as used herein, shall be deemed to include, 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 included in the MLS by the listing agent.

## MLS Participant Database

Data relating to real estate for sale/rent, previously sold/rented or listed for sale/rent, including the IDX Database, and data relating to Participants and Subscribers, entered into the MLS system by Participants, Subscribers, and MLS. MLS owns the MLS Participant Database.

## Net Listing Contract

A listing which entitles the real estate broker to receive as compensation any amount over a given net amount to the Seller.<sup>4</sup>

## Offer

When the word “offer” appears, it shall mean an agreement of sale for the purchase or lease of real property signed by all Buyers but not signed by the Seller.

## Office Exclusive Listing

This exclusion is assigned to exempted listings<sup>5</sup> filed with MLS under the provisions of Section 1.3 of these Rules and Regulations.<sup>6</sup>

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<sup>4</sup> *MLS does not accept net listing contracts. Net listings are illegal in most states and deemed unethical according to the Handbook on Multiple Listing Policy, published annually by the National Association of REALTORS®.*

<sup>5</sup> *Exempted Listings are listings of property in which the Participant has been directed by the Seller either:*

- 1) not to disseminate information about the property to other Participants or Authorized Affiliates of MLS by means of the MLS Participant Database, OR*
- 2) not to offer compensation to any other broker, OR*
- 3) not to cooperate with any other broker.*

<sup>6</sup> *All listings (including exempted listings) located within the MLS service area; taken in accordance with these Rules and Regulations; must be filed with MLS within two (2) business days. Exempted Listings, even though so filed, are not disseminated to other Participants or Authorized Affiliates by MLS. Direct promotion of the listing between brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients is NOT considered public advertising. **If office exclusive listings are displayed or advertised to the general public, including but not limited to flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public; the listing must be submitted to the MLS for cooperation by removing the exclusion within one business day of the public advertisement.***

## Open Listing Contract<sup>7</sup>

A contractual agreement under which the listing Participant 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 Participant only if the property is sold through the efforts of the listing Participant.

## Participant

Any REALTOR who agrees to conform to the rules and regulations and pays the costs incidental thereto and is a principal, partner, corporate officer or branch office manager who holds a current, valid real estate broker's license and offers or accepts offers of compensation to and from other Participants or is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

## Projected Closing Date

The date at which the parties estimate the property will be scheduled to close. As an estimate, should circumstances change so that the projected closing date changes (or has passed), the projected closing date should be updated to indicate a new future projected closing date to indicate that the property is still under contract and continuing to work toward a future closing date.

## Proposed Construction

Presale Properties where the lot is purchased as part of the cost of the home to be built may be entered into the approximate age of "Proposed Construction."<sup>8</sup>

## Purchase

When used in these Rules and Regulations the term purchase includes lease (or rent).

## Received / Receipt by Participant

A Participant shall be deemed to have received or be in receipt of a document (including but not limited to any contract, addendum or notification) when it is delivered to:

- the Participant, OR
- any Subscriber affiliated with the Participant, OR
- the Participant's place of business.

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<sup>7</sup> *MLS does not accept properties listed subject to open listing contracts (except where acceptance is required by law and/or a settled property qualifies for inclusion in the MLS Participant Database under the provisions of Section 2.10).*

<sup>8</sup> *When a new development is ready to market, a listing may be entered for each model that will be available to be built. A special photo showing a Sample Plan will be used as the main photo on these listings. These listings must have an address and a lot and block. These listings must have the base price for that floor plan. If any options are included on this listing the price must include these options. When a lot that has a sample floor plan listing on it sells as a presale, then the sample floor plan must be moved to another vacant lot. Sold data on the presale must be entered on the lot that was sold. The Property Type should be entered as Residential and Approximate Age should be changed to New. When there are no longer any available properties in the development the model listing(s) must be withdrawn. Penalties apply in the same manner as enforcement procedure for reporting new listings, Office Exclusive Listings, Contingencies, Pending, Sold Information to include changing of the projected closing date if closing is delayed, Withdrawn, Contact information on Photos or in Customer Remarks, etc.*

## Reported

Any addition, change or deletion to listing data filed with MLS, is deemed to be reported to MLS when the Participant or their Authorized Affiliate:

- completes the electronic input of the addition, change or deletion in the MLS System, OR
- delivers to MLS a MLS Status Change form containing all required information relating to the addition, change or deletion, OR
- delivers to MLS an applicable MLS Property Profile Sheet clearly indicating the addition, change or deletion.<sup>9</sup>

## Sale (For Sale)

When used in these Rules and Regulations the term sale (and for sale) includes lease (and for lease) and rent (and for rent).

## Sales Price or Sold Price

The amount of money or consideration paid and/or given at closing in exchange for the transfer of ownership of a property. In the event the recorded sales price differs from the actual sales price, the actual sales price shall be reported to the service. Under no circumstance shall the recorded sales price replace, supersede and/or substitute the actual sales price.

## Seller

When used in these Rules and Regulations, Seller is deemed to refer to all of the individuals or entities holding ownership to a property. Additionally, as used herein the term Seller includes lessor.

## Service Area

When used in these Rules and Regulations, Service Area is deemed to refer to the parishes of East and West Baton Rouge, East and West Feliciana, Ascension, Livingston, Pointe Coupee, Iberville, St Helena and Tangipahoa.

## Sold (also Settled)

When used in these Rules and Regulations the terms sold and settled include “leased” (or “rented”).

## Subscriber

Any non-principal broker (associate broker), sales associate or licensed or certified appraiser affiliated with a Participant who are properly registered to and authorized by the MLS.

## MLS or MLS System

The Internet based computer application providing interactive access to the automated continuously updated electronic MLS Participant Database, a service provided by the Greater Baton Rouge Association of REALTORS, Inc.

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<sup>9</sup> *Delivery of Status Change forms or Property Profile Sheets to the MLS for reporting may result in fees from the MLS to enter those changes in the MLS System.*

## MLS Primary Service Area

The parishes of Ascension, East Baton Rouge, West Baton Rouge, East Feliciana, West Feliciana, Iberville, Pointe Coupee, St. Helena, Livingston and Tangipahoa.

## MLSBOX

The registered trade name/service name of the Greater Baton Rouge Association's Multiple Listing Service.

## Unlicensed Assistant

A person, not eligible under MLS rules to be either a Participant or a Subscriber, who is employed by:

- a Participant's brokerage firm, OR
- a Participant, OR
- a Subscriber, OR
- a group of Participants and/or Subscribers.

Unlicensed Assistants may access the MLS System, **unless precluded by law**, only for the purpose of assisting a Participant or Subscriber to:

- obtain a listing, OR
- file a listing of property with MLS or report modifications to same, OR
- determining available homes to be shown to potential Buyers, OR
- determine the market value of a property, OR
- compile names and addresses of potential sellers and buyers of real estate, OR
- assist in the completion of the sale of a property in accordance with an agreement of sale.

## Violator

A Participant or Subscriber who has been found to be in violation of MLS Rules and Regulations.

## STATUS DEFINITIONS

### Active

Properties currently subject to a listing contract and reported to MLS in which the Participant has been directed by the Seller to:

- set appointments for showings, AND
- seek agreements of sale to present to the Seller.

### Contingent

Listings of property in which:

- an agreement of sale is in effect,<sup>10</sup> AND

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<sup>10</sup> *The listing broker may elect to alternatively classify these listings as **Pending** in status. In the event the agreement of sale becomes null and void on a **Contingent** listing of property, the Participant must report the listing as **Expired** (if the expiration date of the listing has past), or if the expiration date has not past as either **Active**, **Temporarily Off Market** or **Withdrawn**. If the contingency has been satisfied the listing should be reported as **Pending or Pending Continue to Show**.*



- the agreement of sale is contingent upon the prior sale of the Buyer's property.

## Temporarily Off Market

Listings of property in which the Seller has requested the Participant to:

- temporarily suspend the marketing of the property,<sup>11</sup> AND
- not set appointments for showings,<sup>12</sup>

while the listing contract between the Participant and the Seller remains in effect.<sup>13</sup>

## Pending

Listings of property in which:

- an agreement of sale is in effect,<sup>14</sup>
- the settlement has not yet taken place,

## Pending Continue to Show

Listings of property in which:

- an agreement of sale is in effect,
- the settlement has not taken place
- Participant has been directed by the seller to continue to:
  - Set appointments for showings, AND
  - Seek agreements of sale to present to the Seller.

## Rented

Listings of rental property in which a successful lease agreement has been executed.

## Sold

Listings of property in which a successful closing has taken place and title has been transferred from Seller to Buyer or in which possession of a property has been transferred from a lessor to a lessee.

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<sup>11</sup> *The marketing prohibition is deemed to apply to all promotion of the property during the time period in which it is classified as Temporarily Off Market. Public marketing, includes but is not limited to flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. **If a Temporarily Off Market listing is publicly marketed, the Temporarily Off Market status may not be applied to the listing.***

<sup>12</sup> *The showing appointment prohibition is deemed to apply to all MLS Participants and Subscribers, including those affiliated with the listing broker. If a Temporarily Off Market listing may be shown by at least one licensee affiliated with the listing office or listing company, the Temporarily Off Market status may not be applied to the listing.*

<sup>13</sup> *Listing contracts between Participants and the Sellers remain in effect until:*  
1) *the expiration date in the listing contract has past*  
2) *the listing contract between a Participant and a Seller becomes null and void prior to the passing of the expiration date.*

<sup>14</sup> *In the event the agreement of sale becomes null and void on a **Pending or Pending Continue to Show** listing of property, the Participant must report the listing as **Expired** (if the expiration date of the listing has past), or if the expiration date has not past as either **Active, Contingent, Temporarily Off Market** or **Withdrawn**.*

## Expired

Listings of property in which:

- the listing contract has passed its contractually agreed upon expiration date, AND
- the Participant has not secured permission from the Seller on or before that expiration date to extend the term of the listing for an additional period of time.

## Withdrawn

Listings of property in which the listing contract between the Participant and the Seller has been terminated before the agreed upon expiration date in the contract.

# **LISTING PROCEDURES**

## **Section 1. Listing Procedures**

Listings of property of the following types<sup>15</sup> for sale, lease or exchange which are listed subject to a real estate broker's license, and which are located within the service area of the MLS and taken by Participants on listing contracts acceptable to MLS<sup>16</sup> shall be electronically input or delivered to MLS or to the Commercial Property Database immediately but not later than **three (3) business days**, after all necessary signatures of Seller(s) have been obtained, or within one (1) business day of any public marketing of the listing, whichever is earlier.<sup>17</sup>

(a) MLS shall not require a Participant to execute listings of property on a contract other than the contract the Participant individually chooses to utilize provided it is of a type accepted by MLS. However, MLS, through its legal counsel may:

(1) reserve the right to refuse to accept a listing of property on a contract which fails to adequately protect the interests of the public and the Participants.

(2) assure that no contract for a listing of property filed with MLS establishes, directly or indirectly, any contractual relationship between MLS and the client (Buyer or Seller).

(b) MLS shall accept Exclusive Right to Sell Listing Contracts and Exclusive Agency Listing Contracts, and may accept other forms of listing contracts which make it possible for the listing Participant to offer compensation to the other Participants of MLS .

(c) MLS shall accept listings subject to auction terms provided they are conducted in accordance with all applicable laws and the following conditions are met:

(1) a valid listing contract between the Participant and the Seller exists, subject to the requirements outlined in Section 1(b)

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<sup>15</sup> (a) Single-family homes (b) Townhouses, town homes and condominiums (c) Vacant lots or acreage (d) Two-family, three-family and four-family and all other multi-family residential buildings (e) Land and ranch property (f) Business opportunity, which includes some interest in real property for sale or exchange (g) Motel/Hotel property (h) Mobile Home parks (i) Commercial income property (j) Industrial property (k) Investment property (l) Office space (m) Retail (n) Commercial Property (o) All other types of property for sale, lease or exchange.

<sup>16</sup> Contracts acceptable to MLS are defined in subsections (a), (b), and (c) below.

<sup>17</sup> Public marketing, includes but is not limited to flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

- (2) a listing price is specified as outlined in Section 1.7
  - (3) compensation is offered to cooperating Participants as outlined in Section 4
  - (4) an agency relationship between the Seller and the Participant exists for the duration of the auction process
  - (5) the Participant clearly discloses in the MLS that the listing is subject to auction terms.
- (d) Exclusive agency listings and exclusive right to sell listings with named prospects exempted shall be clearly distinguished from exclusive right to sell listings with no named prospects exempted when reported to MLS, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that the correct designations are made in the Listing Type and Prospects Excluded fields to clearly identify exclusive agency and exclusive right to sell listings with prospect reservations. Participants and Subscribers should contact the listing Participant or Subscriber to verify the identity of exempted prospects.
- (e) The listing contract must include the Seller's authorization to submit the agreement to MLS.
- (f) MLS shall not regulate the type of listings its Participants may take. This does not mean that MLS must accept every type of listing. MLS shall decline to accept open listings and net listings and it may limit its service to listings of certain kinds of property. But if it chooses to limit the kind of listings it will accept, it shall leave its Participants free to accept such listings to be handled outside MLS.
- (g) All properties required by law to have the Property Disclosure Document Forms, shall submit those disclosures to MLS when the listing agreement is submitted, but no later than five (5) business days after the listing is submitted to the MLS.
- (h) A listing entered into the MLS must be entered into the MLS in one or more of the following property classes<sup>18</sup>:
- (i) **Residential:** includes single family homes as well as single unit townhouses, condominiums, manufactured or mobile homes<sup>19</sup> or other types of single unit single family residences for sale or exchange.
  - (ii) **Multifamily:** includes listings with more than one residential dwelling such as duplexes, triplexes, fourplexes or complexes (five or more units) or mobile home parks. Condominiums would only be listed in multifamily if selling an entire project, otherwise individual condominium units should be listed in the residential property class.
  - (iii) **Vacant Land:** includes listings of raw land including lots or acreage for sale or exchange, ranch or timber property or raw industrial tracts of land. Improved land may be listed in the class of vacant land only when the improvements are determined to be of no value.
  - (iv) **Commercial:** includes office, retail, hotel/motel, industrial, or other types of commercial property for sale lease or exchange. This class would also contain business opportunities which must include real property for sale or exchange.
  - (v) **Rental:** includes single family homes as well as single unit townhouses, condominiums, manufactured or mobile homes or other types of single unit single family residences for lease;

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<sup>18</sup> *If a property is entered into more than once class, any additional entries must be withdrawn when the property is sold or leased. A Participant cannot enter a property more than once into the same class.*

<sup>19</sup> *In order for a mobile home to be listed, the land must also be for sale, as it is not permissible to list a moveable in the MLS.*

## Section 1.01 Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.<sup>20</sup>

### Section 1.1.1 Listings Subject to Rules and Regulations of MLS

All listings of property taken by Participants on contracts acceptable to MLS are subject to the Rules and Regulations and all other applicable published policies of MLS upon the signature of the Seller(s).

- (a) A Participant or their Authorized Affiliate shall not enter a listing for a property in the MLS Participant Database at any time when the same property is currently listed<sup>21</sup> by any other broker.<sup>22</sup>
- (b) If conflicting listings for the same property appear in the MLS Participant Database, MLS reserves the right to remove the listings from appearing in the MLS Participant Database and require that a notification be included in each listing disclosing that a dispute exists over the exclusive listing of the property. The notification shall be retained in each listing until such time as:
  - only one of the competing listings is determined, in consultation with MLS's legal counsel, to be a valid contract, or listed on a type of listing contract accepted by MLS, OR
  - the priority between all valid conflicting listings is determined by MLS in accordance with the Rules and Regulations, OR
  - the conflict is resolved and reported to MLS, whichever occurs first.

### Section 1.2.0 Details on Listings Filed with MLS

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. Listings found to have been submitted for and/or entered into the wrong geographic area, or listings found to have incomplete mandatory items or incorrect data will be subject to a fine after notification of Participant or Subscriber if corrections have not been made within one business day following such notifications.

- a) Remarks in listing information submitted to MLS shall be objective information about the property and may not contain any names, branding, contact information.

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<sup>20</sup> *Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.*

<sup>21</sup> *Participants and their Authorized Affiliates must make every effort to ensure any new listing is not currently listed by any other broker:*

- *under any active status (Active, Contingent), OR*
- *under the Temporarily Off Market status, OR*
- *as an exempted listing (see 1.3c).*

<sup>22</sup> *If the property is co-listed with another broker that does not hold participatory rights in this MLS, the listing may not be included in the MLS Compilation, as the MLS will not accept listings from non-members.*

- b) Contact and branding information may only be placed in fields designated for such, or in REALTOR® Remarks.
- c) Properties entered into the Residential Class that are not designated by age to be “new construction” shall submit a minimum of five (5) photographs immediately and no later than five (5) business days after the listing is submitted to the MLS. It is recommended these images include: Front Elevation, Rear, Parking, Kitchen & Living areas. MLS staff is also authorized to remove any photos found to be in violation of 1.2.(b) above.

### Section 1.2.1 Limited Service Listings

Listings of property filed with MLS under which the listing Participant will not provide one or more of the following services:

- arrange appointments for cooperating Participants to show the listed property to potential buyers (but instead gives cooperating Participants authority to make such appointments directly with the seller),
- advise the seller as to the merits of agreements of sale,
- participate on the seller’s behalf in negotiations leading to the sale of the listed property,

must disclose that the listing Participant’s services to the seller are “limited” in the listing data field specifically provided for that information (“Limited Service Y/N”) and indicate which services will not be provided (“LA/LO Will Not”) such information shall be disseminated to all MLS Participants and their Authorized Affiliates.<sup>23</sup>

### Section 1.3 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.

Exempted Listings filed with MLS are assigned the visibility type of Office Exclusive.

- (a) Exempted Listings shall be filed with MLS within three (3) business days after all necessary Seller signatures have been obtained.
- (b) Listing data filed with MLS about Exempted Listings will not be disseminated to other Participants, or their Authorized Affiliates.
- (c) When filed, an exempted listing must be accompanied by:
  - an “MLS Listing Exclusion” form (provided by MLS) signed by the Seller, OR
  - other certification acceptable<sup>24</sup> to MLS, signed by the Seller, that he does not desire the listing to be disseminated by MLS.

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<sup>23</sup> This required disclosure is provided so potential cooperating Participants will be aware of the extent of the services the listing Participant will provide to the seller, and of any potential for cooperating Participants being asked to provide some or all of these services by the seller, prior to initiating efforts to show or sell the property.

<sup>24</sup> A clause or an election in a listing contract stating the Seller does not want listing data submitted to MLS, and/or any MLS, is not, in and of itself, certification acceptable to MLS.

(d) In response to an address specific inquiry from a MLS Participant or Subscriber, MLS will disclose whether or not a listing for a property with that address has been filed as an Exempted Listing with MLS, but will not disclose any information about the listed property.

(e) MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation.

## **Section 1.4 Change of Price of Listing**

Any change in listed price or other change in the original listing contract shall be made only when authorized in writing by the Seller and shall be filed with MLS within one (1) business day after the authorized change is received by the listing Participant.

## **Section 1.5 Withdrawal of Listing Prior to Expiration**

Listings of property may be withdrawn from MLS by the listing broker before the expiration date of the listing agreement provided that notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

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

## **Section 1.6 Contingencies Applicable to Listings**

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

## **Section 1.7 Listing Price Specified**

The full gross listing price, stated in the listing contract, will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

## **Section 1.8 Listing Multiple Unit Properties**

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Property Profile sheet. When part of a listed property has been sold, proper notification should be given to MLS.<sup>25</sup>

## **Section 1.9 No Control of Commission Rates or Fees Charged by Participants**

MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

## **Section 1.10 Expiration, Extension, and Renewal of Listings**

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<sup>25</sup> A listing having Multiple Properties may be entered as one listing or separately, per Seller's discretion. If the properties are to be listed together at a combined price, the listing agreement should include all properties included in the list price. If the properties may be sold individually or as a package, this arrangement should be specified in the listing agreement. When part of a listed property has been sold the listing shall be considered canceled and the remainder of the listing of multiple properties should be reported to the MLS.

Listings filed with the multiple listing service 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. Extensions and renewals of listings must be signed by the seller(s) and filed with the service.

### **Section 1.11 Termination Date on Listings**

Listings filed with MLS shall bear a definite and final termination date as negotiated between the listing Participant and the Seller.

### **Section 1.12 Service Area**

Only listings of the designated types of properties located within the service area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a Participant but cannot be required by the service.

### **Section 1.13 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 filed 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 a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients.

### **Section 1.14 Listings of Expelled Participants**

When a participant of the service is expelled 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 filed with the MLS by the expelled 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 expulsion became effective.

If a participant has been expelled 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 expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients.

## **Section 1.15 Listings of Resigned Participants**

When a Participant resigns from MLS, MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from MLS, the resigned Participant will be advised in writing of the intended removal so that the resigned Participant may advise his clients.

## **Section 1.16 Property Addresses**

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location.

## **Section 1.17 Retention of Listing Agreements**

Participants shall retain, in the Participant's office, copies of listing contracts, extensions of listing contracts and other material changes of listing contracts and, upon request, will furnish said copies to MLS within one (1) business day.

## **Section 1.18 Participation Not Transferable**

Participation in MLS is on an individual basis and may not be transferred or sold to any corporation, firm or other individual. Any reimbursement due to a prepaid participation fee is a matter of negotiations between those transferring the business or determined by internal contract arrangement within the firm.

## **Section 1.19 Assignment of Listings**

In the event listings are to be assigned from one Participant to another Participant, MLS will require written notification, signed by the original Participant, stating that a) they are releasing the listing to another Participant and b) written permission to effectuate the assignment has been secured from all Seller(s).

## **Section 1.20 Editing Listing Data**

MLS reserves the right to edit listing data entered in free form fields (i.e., remarks fields, directions) or to perform programmatic updates related to the conversion of data fields in the MLS Participant Database authorized by the MLS Committee.

# **SELLING PROCEDURES**

## **Section 2. Showings and Negotiations**

Appointments for showings and negotiations with the Seller for the purchase of listed property filed with MLS shall be conducted through the listing Participant<sup>26</sup> except under the following circumstances:

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<sup>26</sup> Listings reported to MLS may include specific showing instructions designated by the Listing Participant. Cooperating Participants should abide by all instructions disseminated through the MLS System. Failure to abide by reported showing instructions is a fineable offense.



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

## **Section 2.01 Showing Instructions**

Showings of the Listed Property shall be made in accordance with showing instructions as published in the MLS and subject to the terms of the keyholders agreement and the Association's rules and regulations regarding key and lockbox use.

## **Section 2.02 Notification of Agreement Signed**

The listing Participant shall notify the cooperating Participant within one (1) day that the agreement of sale has been signed by all parties. Arrangements for distribution of the executed agreement of sale shall be made between the listing Participant and the cooperating Participant.

## **Section 2.1 Presentation of Offers**

The listing Participant must make arrangements to present the offer as soon as possible<sup>27</sup>, or give the cooperating Participant a satisfactory reason for not doing so.

## **Section 2.2 Submission of Written Offers**

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

Participants representing buyers shall submit to the buyer all offers and counter-offers until acceptance and shall recommend that buyers obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

## **Section 2.3 Right of Cooperating Broker in Presentation of Offer**

The cooperating Participant (subagent, or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor 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 lessor and the listing Participant. However, if the seller or lessor gives written instructions to the listing Participant that the cooperating Participant not be present when an offer the cooperating Participant secured is presented, the cooperating Participant has the right to a copy of the Seller's written instructions. None of the foregoing diminishes the listing Participant's right to control the establishment of appointments for such presentations.

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

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<sup>27</sup> *No later than one (1) business day*

## Section 2.4 Right of Listing Broker in Presentation of Counter-Offers

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

## Section 2.5 Reporting Sales to MLS

Status changes, including final closing of sales and sale prices, shall be reported to MLS by the listing Participant within two (2) business days after they have occurred. If negotiations were carried on under Section 2(a) or (b) of these Rules and Regulations, the cooperating Participant shall report accepted offers and prices to the listing Participant within two (2) business days after occurrence and the listing Participant shall report them to MLS within one (1) business day after receiving notice from the cooperating Participant.<sup>28</sup>

## Section 2.6 Reporting Resolutions of Contingencies

The listing Participant shall report to the MLS within twenty-four (24) hours that a contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled.

## Section 2.7 Advertising of Listing Filed with MLS

A listing shall not be advertised by any Participant other than the listing Participant without the prior consent of the listing Participant.

## Section 2.8 Sales in Process and Reporting Cancellations

Sales in process should be reported as Pending or Contingent not later than two business dates after both Buyer(s) and Seller(s) have signed an Agreement of Sale. The Contingent status may only be used with the contingency of the sale of another property and requires the listing Participant provide further explanation

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<sup>28</sup> The listing agreement of a property filed with MLS by the listing Participant should include a provision expressly granting the listing Participant authority to advertise; to file the listing with MLS; to provide timely notice of status changes of the listing to MLS; and to provide sales information including selling price to MLS upon sale of the property. If deemed desirable by MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by MLS to its Participants.

**Note 2:** In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS. In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS: 1. categorizes sale price information as confidential and 2. limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

**Note 3:** The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.

**Note 4:** As established in the Virtual Office Website ("VOW") policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public.

describing the contingency and the length of time involved. When reporting a listing as Pending or Contingent a projected closing date will be required. If the property has not closed by the projected closing date, then the listings projected closing date should be updated to reflect a new projected closing date.

The listing broker shall report immediately to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately.

## **Section 2.9**

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## **Section 2.10**

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## **Section 2.11 Optional Reporting of Closed Sales of Properties Not Subject to Listing Contracts Acceptable to MLS**

A Participant who has participated in the sale of an unlisted property, a property listed subject to an open listing agreement, or a property listed by a real estate brokerage not participating in MLS may after the closing report information about the property and the sale to MLS for inclusion in its database. In order to report such information to MLS, a Participant must obtain written permission, from the Buyer or Seller to do so. Upon request, a Participant must promptly furnish a copy of the Buyer's or Seller's written permission to MLS.

## **Section 2.12 Notification of Agreement Signed**

The listing Participant shall notify the cooperating Participant within one (1) day that the agreement of sale has been signed by all parties. Arrangements for distribution of the executed agreement of sale shall be made between the listing Participant and the cooperating Participant.

## **Section 2.13 Reporting of Buyer's Designated Agent**

When reporting Sales to the MLS, the Listing Participant is obligated to report the Buyer's Agent(s) as specified on the Louisiana Residential Agreement to Buy or Sell as the Buyer's Designated Agent(s).

## **REFUSAL TO SELL**

### **Section 3 Refusal to Sell**

If the owner of any listed property filed with the MLS refuses to accept a written offer on the terms and conditions stated in the listing, then such fact shall be transmitted to MLS and the listing may be removed from the compilation.

## **PROHIBITIONS**

### **Section 4. Information for Participants Only**

Any listing filed with MLS shall not be made available to any broker, real estate licensee, appraiser or firm who is not a Participant or Subscriber of MLS without the prior consent of the listing Participant.

## **Section 4.1 “FOR SALE” Signs**

Only the “For Sale” sign of the listing Participant may be placed on a property.

## **Section 4.2 “SOLD” Signs**

Prior to closing, only the “Sold” sign of the listing Participant may be placed on a property, unless the listing participant authorizes the cooperating (selling) Participant to post such a sign.

## **Section 4.3 Solicitation of Listing Filed with MLS**

Participants shall not solicit a listing on property filed with MLS unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.<sup>29</sup>

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

## **Section 4.4 Use of Terms MLS, and Multiple Listing Service**

No Participant, Subscriber or Unlicensed Assistant shall, through the name of their firm, their URL’s, their email addresses, 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 Unlicensed Assistants 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 & Subscribers.

## **Section 4.5 Services Advertised as “Free”**

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services.

## **Section 4.6 Use of Property Listing Content**

Participants and/or Subscribers shall not use property listing content from a prior listing of a property for a current listing of the property without the express consent of the owner of proprietary rights in the listing content. Property listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, remarks, document attachments, and narratives related to the listed property.

## **Section 4.7 Degrading of Listing Content**

In accordance with Section 11 of these Rules & regulations, Participants have authorized and consented to the MLS’s use of content submitted. Subsequent to submission of a Listing, no Participant or Authorized Associate

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<sup>29</sup> This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This section is intended to encourage Sellers to permit their properties to be filed with MLS by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration. This Section is also intended to encourage brokers to participate in MLS by assuring them that other Participants will not attempt to persuade the Seller to breach the listing contract or to interfere with their attempts to market the property. Absent the protection afforded by this Section, listing brokers would be most reluctant to generally disclose the identity of the Seller or the availability of the property to other brokers.

may purge, delete or otherwise remove elements of that listing that would substantially degrade the value of that listing, based on changes in status of the listing or any other condition.<sup>30</sup>

## **DIVISION OF COMMISSIONS**

### **Section 5. Compensation Specified on Each Listing**

The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or 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 instances, 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 know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

For the purposes of Section 5 of these Rules & Regulations, offers of compensation made through the MLS shall be applicable to brokers who are participants of another MLS which has a reciprocal compensation agreement with this MLS.<sup>31</sup>

In filing a property with MLS of an association of REALTORS®, the Participant of the service is making blanket unilateral offer of compensation to other MLS Participants and shall, therefore, specify on each listing filed with MLS the compensation being offered to other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating Participant has the right to know what his compensation shall be prior to his endeavor to sell.<sup>32</sup>

The compensation specified on listings filed with MLS shall appear in one of two forms. The essential and appropriate requirement by a Multiple Listing Service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by MLS shall be expressed in one of the following forms:

- 1) by showing a percentage of the gross selling price.

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<sup>30</sup> This rule is intended to preserve the MLS's interest in the copyrighted compilation and the value of the listing for use as a comparable. It does not apply to the practice of otherwise updating the listing in accordance with rules and policy.

<sup>31</sup> Compensation to brokers who are members of this MLS is to be entered in fields designated as "Compensation Amount" and "Compensation Type." Compensation to brokers who are members of another MLS that has a reciprocal compensation agreement with this MLS is to be expressed in the fields designated as "Reciprocal Compensation Amount" and "Reciprocal Compensation Type." These amounts may be the same or different than compensation expressed to members of this MLS. It is only permissible to enter a compensation amount of "zero" in the Reciprocal Compensation Amount field.

<sup>32</sup> Nothing in this or any other MLS rule 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.

2) by showing a definite dollar amount.

The listing Participant retains the right to determine the amount of compensation offered to other Participants which may be the same or different.<sup>33</sup>

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

**Note 1:** The multiple listing service 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 shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The association multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

**Note 2:** The listing broker may, from time to time, adjust the compensation offered to other multiple listing service 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 multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. 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, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction.

**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.

**Note 6:** Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a

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<sup>33</sup> *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 by modifying the compensation offered on the listing in MLS so that all Participants will be advised.*

potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants 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. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers.

### **Section 5.0.1 Disclosing Potential Short Sales**

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. When disclosed, Participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established by the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants.

### **Section 5.1 Participant as Principal**

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

### **Section 5.2 Participant as Purchaser**

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

### **Section 5.3 Dual or Variable Rate Commission Arrangements**

The existence of a dual or variable rate commission arrangement (i.e., one in which the Seller agrees to pay a specified commission if the property is sold by the listing Participant without assistance and a different commission if the sale results through the efforts of a cooperating Participant; or one in which the Seller agrees to pay a specified commission if the property is sold by the listing Participant either with or without the assistance of a cooperating Participant and a different commission if the sale results through the efforts of a Seller) shall be disclosed by the listing Participant (“Special Sale Type” = “DVRC”) as required by MLS. The listing Participant shall, in response to inquiries from potential cooperating Participants, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale that results through the efforts of the Seller. If the cooperating Participant 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 5.4 Display of Listing Broker’s Offer of Compensation**

Participants and subscribers who share the listing broker’s offer of compensation for an active listing must display the following disclaimer or something similar.

*The listing broker’s offer of compensation is made only to participants of the MLS where the listing is filed.*

### **Section 55 Bonus Compensation**

Any conditions which exist which would prevent the payment of the bonus must be fully disclosed.

The bonus must be offered by the Participant (NOT THE OWNER) as part of the compensation, thus making the Participant responsible for payment of bonuses, not the owner.

Any conditions or contingencies of the bonus must be clearly disclosed in the “Terms of Bonus” section so that all Participants and Subscribers have a clear understanding of what it will take to earn the bonus compensation.

Bonuses may only be offered to “SELLING AGENCY” or “SELLING BROKER” (not selling agent), in accordance with state law which prohibits payment of commission or compensation to salespeople, except by their employing broker.

## **SERVICE CHARGES**

### **Section 6. Service Fees and Charges**

The Board of Directors shall have authority to establish dues, fees and charges for participation in MLS and to modify same from time to time.

Participant shall register with MLS the names of all licensees having licenses issued to Participant or names of licensed or certified appraisers associated with the Participant. Participants shall notify MLS, in writing within three (3) business days, of any new Subscriber in the Participant’s office or any Subscriber that has left the Participant’s office.

Participants are financially responsible for the payment of all fees related to Subscribers (licensees or licensed or certified appraisers) associated with the Participant.

However, MLSs must provide Participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker participants to sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.

Upon application and approval by MLS, Subscribers affiliated with a Participant may be exempted from the Subscriber Fee requirement. Certification must include the following: (a) a statement that certifies that the Subscriber does not utilize MLS information or services in any form (including MLS’s tax data information), (b) that the Participant and Subscriber acknowledge that should an exemption be granted and a violation of the exemption term occurs, the exemption status will be immediately revoked and the Participant and Subscriber shall be subject to a fine plus the Subscriber Fees for the periods during which the Subscriber engaged in such activity. Such Subscriber will not thereafter be eligible for an exemption from fees under this paragraph.

MLS reserves the right to apply a re-activation fee to any inactive Participant or Subscriber who wishes to re-instate his/her membership.



# **COMPLIANCE WITH RULES**

## **Section 7. Compliance with Rules/Authority to Impose Discipline**

By becoming and remaining a Participant or Subscriber in MLS, each Participant and Subscriber agrees to be subject to the Rules and Regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- (a) letter of warning
- (b) letter of reprimand
- (c) attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration
- (d) appropriate, reasonable fine not to exceed \$15,000
- (e) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- (f) termination of MLS rights, privileges, and services with no right to reapply for a specified period of time not to exceed three (3) years.

Note 1: A Participant (or user/Subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/Subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of MLS's rules during the probationary period may, at the discretion of the MLS Committee, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance.

Note 2: MLS Participants and Subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by Participants and Subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the Subscriber's Participant and the Participant is required to attend the hearing of a Subscriber who has received more than three (3) administrative sanctions within a calendar year.

### **Section 7.1 Compliance with Rules**

For failure to pay any service charge, fee or fine within one month of the date due, and provided that at least ten (10) days' notice has been given, MLS reserves the right to suspend services to either a Subscriber or Participant until service charges, fees, fines, reinstatement fees, late fees, and any other applicable fees, are paid in full.

- (a) For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.
- (b) MLS may, from time to time, adopt policies consistent with these Rules and Regulations and such policies shall have the same effect, when adopted, as the Rules and Regulations.

### **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 MLS are subject to these Rules and Regulations and may be disciplined for violations thereof provided the user or Subscriber has agreed to terms of use acknowledging that access to and use of MLS's 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 7.3 Email Required**

All Participants and Subscribers are required to maintain a valid e-mail address recorded in the MLS system. It is the responsibility of the Participant or Subscriber to ensure that they are able to receive e-mail messages from the MLS. Electronic communication to his email address and/or through the electronic memo system of the MLS shall be considered as notice.

## **MEETINGS**

### **Section 8. Meetings of MLS Committee**

The meetings of the MLS Committee (the "Committee") shall be held in accordance with the provisions of the GBRAR's Bylaws.

## **ENFORCEMENT OF RULES**

### **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. By becoming, and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors).

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant.

#### **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 Multiple Listing Service 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 professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the committee's decision.<sup>34</sup>

If, rather than conducting an administrative review, the multiple listing committee has a procedure established to conduct hearings, the decision of the multiple listing committee may be appealed to the GBRAR Board of Directors of the association of REALTORS® within twenty (20) days of the tribunal's decision being rendered.

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<sup>34</sup> *In situations where the MLS Committee has delegated violations to be handled administratively, the "committee's decision" is delivered through a Notice of Violation.*

Alleged violations involving unethical conduct shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®.

## **Section 9.2 Complaints of Unethical Conduct**

All other complaints of unethical conduct shall be referred by the committee to the Professional Standards Administrator of the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws.

## **Section 9.3 Complaints of Unauthorized Use of Listing Content**

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS rules.

Upon receiving a notice, the committee (Board of Directors) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Directors), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

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

## **Section 9.4 MLS Rules Violations**

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

## **CONFIDENTIALITY OF MLS INFORMATION**

### **Section 10. Confidentiality of MLS Information**

Any information provided by MLS to the Participants shall be considered official information of MLS. 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 MLS is communicated verbatim, without change by MLS, as filed with MLS by the Participant. MLS does not verify the information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

## **OWNERSHIP OF MLS'S COMPILATION<sup>35</sup> AND COPYRIGHT**

### **Section 11. Authorization**

By the act of submission of any property listing content<sup>36</sup> to MLS the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report or “comparable” report.<sup>37</sup> 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.

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.

### **Section 11.1**

All right, title, and interest in each copy of every multiple listing service compilation created and copyrighted by the Greater Baton Rouge Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Greater Baton Rouge Association of REALTORS®.

### **Section 11.2 Display**

Each Participant shall be entitled to lease from the Greater Baton Rouge 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 as set by the Association. Participants shall acquire by such lease only the right to use the MLS compilations in accordance with these rules.

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<sup>35</sup> The term “MLS Compilation”, as used in Section 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatever.

<sup>36</sup> Property 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.

<sup>37</sup> Inclusion in the MLS compilation entitles the MLS to further include the listing content in any other use authorized by the MLS. In the event that a MLS copyright legend appears on any report or document issued by MLS, Participant shall not alter or remove such copyright legend. Any rights in the content of the Listing shall remain with the Participant providing the information.

## **Section 11.2.1 Return of MLS Data**

MLS reserves the right, upon withdrawal, suspension or termination of Participation, to require each Participant and Subscriber to immediately return to MLS all copies of listing data (including images), compilations, and MLS active and comparable sale books.

## **Section 11.3 Grant of License**

Participant represents and warrants that he owns the copyright for such property listing content or has secured the necessary rights and licenses to such property listing content and grants to MLS on a royalty-free, perpetual, irrevocable and worldwide basis a non-exclusive license to use, copy, reproduce, modify, transform, distribute, create derivative works from, place a MLS copyright legend upon, and to integrate and combine such property listing content into the MLS database, distribute to syndication websites, and include the property listing content in its MLS compilation copyright submissions and also in any statistical report or “comparable” report or publish the content anywhere the MLS content is intended to appear. The Participant or Subscriber agrees to indemnify MLS in the event of any litigation related to the reproduction of the content by the MLS or other authorized entities.

## **Section 11.4 Property Listing Content Copyright and Indemnification**

All right, title, copyright and ownership interest in each copy of every Multiple Listing compilation and image created and copyrighted by MLS shall at all times remain vested in MLS. Copyright and ownership interests in property listing content submitted by Participants, shall remain with the Participant; however, Participant licenses MLS to reproduce, distribute and transform the property listing content and place a MLS copyright legend on the property listing content. Participant shall not alter or remove MLS’s copyright legend from any image except that Participant may remove said legend from Participant’s own images for use in print media in which the Participant has control. Except for images taken by MLS photographers, Participants and/or Subscribers shall not use images from a prior listing of a property for a current listing of a property without the express consent of the owner of proprietary rights in the images. Participant agrees to defend, indemnify, and hold harmless MLS and its other Participants and Subscribers from any and all damages or losses, including attorney’s fees and litigation costs or expenses arising from claims made against MLS and/or its other Participants and Subscribers by any third party based upon MLS’s and/or its other Participants and Subscribers dissemination or display of any property listing content submitted by the Participant.

## **USE OF COPYRIGHTED MLS COMPILATIONS**

### **Section 12. Distribution**

Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them under Section 11, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participants 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 MLS. Use of information developed by or published by MLS is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey “Participation” or “Membership” or any right of access to information developed by or published by MLS where access to such information is prohibited by law.

## Section 12.1 Display

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

## Section 12.2 Reproduction<sup>38</sup>

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<sup>39</sup> 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 Participants or their affiliated licensees, be interested. Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, 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, comparable or statistical information from utilizing such information to support valuations on particular properties for clients and customers. However, only such information that the MLS has deemed to be nonconfidential 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.

Any MLS content in data feeds available to Participants for real estate brokerage purposes must also be available to Participants for valuation purposes, including automated valuations, MLS must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLS may require execution of a third-party license agreement where deemed appropriate by the MLS. MLS may require Participants who will use such data feeds to pay the reasonably estimated cost incurred by the MLS in adding or enhancing its

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<sup>38</sup> NAR Option #1

<sup>39</sup> *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.*

downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

### **Section 12.3 Limitation on Password Use**

Participants and Subscribers shall not permit any person to use his or her login name and password.

In the event a Participant (or Subscriber) retains the services of an individual or company who will require access to MLS data, the Participant shall first contact MLS in writing, stating the purpose of the access, certifying that the access and the acquired data is within acceptable use, and the expected duration of such access. Said requests shall be signed by the Participant (and Subscriber when applicable) and the individual utilizing the access. Approval for such use will reside with the MLS Committee.

### **Section 12.4 Penalties for Violation of Password Use**

In the event the password of a Participant or Subscriber is used in violation of Section 12.3 above, such Participant or Subscriber shall be liable to MLS for all loss or damage caused by such use and shall be subject to a fine and other sanctions as provided in these Rules and Regulations. The fact that the Participant or Subscriber did not grant consent to the use of the password shall not be a defense.

## **USE OF MLS INFORMATION**

### **Section 13. Limitations on Use of MLS Information<sup>40</sup>**

Use of information from MLS compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS participant or in other public representations, may not be prohibited.<sup>41</sup>

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 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 GBRAR/MLS for the period <date> through <date>. This information was extracted on <date>.*

## **CHANGES IN RULES AND REGULATIONS**

### **Section 14. Changes in Rules and Regulations**

Amendments to the Rules and Regulations of MLS shall be by consideration and approval by a two-thirds vote of the members of the MLS Committee, subject to approval of the Board of Directors of GBRAR

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<sup>40</sup> NAR Option #1

<sup>41</sup> Data obtained from any sold or comparable report shall be restricted to aggregated data for statistical analysis. Participants and, at their discretion affiliated subscribers, are allowed to use property data where they were the listing or selling agent.

**Section 15. This section is intentionally left blank.**

**Section 16. This section is intentionally left blank.**

## **ORIENTATION**

### **Section 17. Orientation**

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with a 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 & Regulations, and computer training related to MLS information entry and retrieval and the operation of MLS within thirty (30) days after access has been provided.

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely.

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

### **Section 18. IDX Defined**

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing.

#### **Section 18.1 Authorization**

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other 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 where the seller has prohibited all Internet display or other electronic forms of display or distribution.<sup>42</sup>

#### **Section 18.2 Participation**

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants.<sup>43</sup>

##### **Section 18.2.1**

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<sup>42</sup> NAR Option #1

<sup>43</sup> NAR Option #3



Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring and ensuring compliance with applicable rules and policies.<sup>44</sup>

## **Section 18.2.2**

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

## **Section 18.2.3**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution.

## **Section 18.2.4**

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each participant.

## **Section 18.2.5**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.

## **Section 18.2.6**

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

## **Section 18.2.7**

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

## **Section 18.2.8**

Any IDX display controlled by a participant or subscriber that:

- (a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

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<sup>44</sup> *Sharing of the IDX Database (or any portion thereof) with any third party not authorized by the MLS is prohibited. MLS requires a licensing agreement (provided by MLS) between MLS, the IDX Participant, the IDX Subscriber (when applicable), and any third party vendor who hosts or maintains a IDX website or who hosts, maintains or downloads the MLS IDX Database (or any portion thereof). The IDX Database is copyrighted by MLS.*

- (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

### **Section 18.2.9**

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

### **Section 18.2.10**

A Participant or Subscriber may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the Participant or Subscriber holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display.

### **Section 18.2.11**

Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

### **Section 18.2.12**

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.<sup>45</sup>

## **Section 18.3 Display**

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

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<sup>45</sup> *\*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.*

## **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., , showing instructions, or property security information, etc.) may not be displayed on IDX sites.

### **Section 18.3.1.1**

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

## **Section 18.3.2**

Deleted May 2015.

## **Section 18.3.3**

Deleted May 2017; moved to 18.2.12 May 2017.

## **Section 18.3.4**

Deleted May, 2019

## **Section 18.3.5**

Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation.

## **Section 18.3.6**

Deleted November, 2006

## **Section 18.3.7**

All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must subsequently be delivered electronically to the registered consumer performing the property search of linked to through the device's application.

## **Section 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it 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. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery

of listing content, all required disclosures must subsequently be delivered electronically to the registered consumer performing the property search of linked to through the device's application.

### **Section 18.3.9**

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer.

### **Section 18.3.10**

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

### **Section 18.3.11**

Deleted, May, 2019

### **Section 18.3.12**

Display of expired and withdrawn listings is prohibited.

### **Section 18.3.13**

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.

### **Section 18.3.14**

Participants are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS.

### **Section 18.3.15**

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

### **Section 18.3.16**

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. 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.

## **VIRTUAL OFFICE WEBSITES (VOW)**

### **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-



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® 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,

### **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. The compensation offered to other MLS Participants.
- b. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- c. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- d. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.
- e. Sales price if sold information is not publicly accessible in the jurisdiction of the MLS.

## **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**

*This section is intentionally left blank.*

## **Section 19.19**

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

## **Section 19.20**

*This section is intentionally left blank.*

## **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**

*This section is intentionally left blank.*

## **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.

## **INDEMNIFICATION OF MLS**

### **Section 20. Indemnification of MLS**

Participants in MLS shall have no claim or cause of action against MLS by reason of any error or act of MLS or its officers, directors or employees relating to the refusal to accept or the acceptance of any listing information supplied to MLS by the Participant and the Participant shall defend, indemnify and hold MLS harmless against all claims based upon listings or listing information supplied to MLS by the Participant.

## **LIMITATION OF LIABILITY**

### **Section 21. Limitation of MLS's Liability**

Except for gross negligence and willful misconduct, Participants for themselves, their agents and employees, release MLS, its officers, directors, employees, agents, vendors, contractors, and subcontractors from all claims whatsoever for loss or damage including claims for lost profits and indirect or consequential damage, arising from or in any way pertaining to any form of multiple listing service, product or feature, offered to Participants by MLS or by its agents, vendors, contractors and subcontractors. Participant agrees to defend, indemnify and hold MLS harmless from any such claims derived by, through or under them.

## **NAR POLICIES**

### **Section 22. NAR Policies Not Addressed in These Rules and Regulations**

Any matter or issue not specifically addressed in these Rules and Regulations shall be governed by the existing policies of the National Association of REALTORS® as from time to time amended.

## **MLS PROCEDURES FOR ACCESS**

### **Section 23.1 REALTOR® Access to MLS**

1. Participant/Subscriber must fill out an application for Membership in the GBRAR or be a REALTOR® member of any other Board of REALTORS®.

2. Participant/Subscriber must pay the initiation fee as set by the GBRAR.
3. Participant/Subscriber must take the MLS Orientation Course.
4. MLS access will be available after payment of all fees and completion of the Orientation Course.

## Section 23.2 Unlicensed Assistant Access to MLS

1. The assistant applicant must complete an “Unlicensed Assistant” request form, which must be signed by the assistant applicant, the Subscriber (if applicable) and the Participant. This form will also include an acknowledgement of activities that an unlicensed assistant can and cannot perform.
2. This account is solely to be used by paid unlicensed assistants employed by a Participant, Subscriber or Firm and the MLS may request legal verification of employment such as a W-2, 1099 or W-9 before establishing such an account.
3. All Assistant Accounts must be issued in the name of the individual using the login.
4. Assistants will have an access type equal to that of the MLS Participant or Subscriber requesting the assistant account be established.
5. The Participant assumes responsibility for billing and all activity on the MLS associated with this account and responsibility for compliance with all rules and regulations of the MLS associated with that account.
6. Participant/Subscriber must pay all MLS fees for Assistant Accounts as set by the Board of Directors, including an initial fee to cover the costs of the orientation or training.
7. Assistants must complete the designated Orientation program.

## Section 23.3 Gaining Maintenance Rights

Maintenance rights are defined as the ability to submit a listing, edit the contents of a listing, and institute changes of a listing’s status or price through the MLS. By default, all Participants and those subscribers that have been designated by the Participant in the system as “Office Administrators” will receive maintenance rights. By default, every Subscriber may add photos, documents and map their own listings, but they do NOT have the ability to perform listing maintenance. If a Participant does not wish to perform listing maintenance for all of their listings, they may request a maintenance account for Office Administrator Access or they may choose to grant rights to individual subscribers to perform maintenance on their own listings. In order for the MLS to grant maintenance rights to an individual subscriber the subscriber must:

1. Provide written authorization from the Participant requesting that subscriber receive maintenance rights through the MLS Maintenance Request Form
2. The subscriber must also receive MLS approved training on listing input and maintenance before such access will be granted.

Failure to receive listing input training from the MLS may result in loss of maintenance rights on the system.

**Granting a subscriber maintenance rights to the system does not release the Participant from any liability or responsibility for the information contained in the listing.** The MLS also reserves the right to withdraw maintenance rights in the event of repeated rule violations related to listing maintenance.

## Section 23.4 Agent Transfers

In the event a Subscriber transfers from one Participant to another, all the Subscriber’s Contacts shall be transferred along with the Subscriber, unless the former Participant notifies MLS, in writing in advance, that said Contacts are not to be transferred with the Subscriber.

When a Subscriber transfers from one Participant to another, all the Subscriber’s electronic forms, transaction

folders and documents in the Transaction Desk application will NOT transfer with the Subscriber and will revert to the former Participant, unless or until the former Participant notifies MLS in writing that said forms, transaction folders and documents are to be transferred with the subscriber.

## **LOCKBOX & KEY RULES & FINE SCHEDULE**

Active GBRAR MLS Listings where Lockbox service is requested and authorized by a Seller and indicated in the showing instructions of the MLS as having a “SUPRA” Lockbox, must have a SUPRA lockbox accessible to GBRAR Keyholders<sup>46</sup>. This rule does not require the use of a lockbox, nor preclude the use of additional lockboxes authorized by the Seller, including combination boxes and lockboxes from other MLS’s or Associations.

If a contractor lockbox is installed on a listing the presence and location of the contractor box may be entered in REALTOR® Remarks field. However, combination codes for contractor lockboxes may not be entered in any field within the MLS system.

### **Section 24.1 Definitions**

1. Lockbox is the lock box supported by the Supra Information System.
2. Lockbox System is the Supra Information System supporting the Lockbox.
3. Key is the e-KEY Software or any future product introduced by Supra.
4. Key holder or Holder is a real estate licensee or licensed appraiser who subscribes to the GBRAR MLS SUPRA lockbox key service.
5. DR (Designated REALTOR®)/Participant as defined under the GBRAR Bylaws and MLS Rules and Regulations.
6. GBRAR is the Greater Baton Rouge Association of REALTORS®
7. MLS is the Greater Baton Rouge Association of REALTORS® Multiple Listing Service.
8. Person means an individual or an entity.

### **Section 24.2 Supra Lockbox and Key Services Participation**

The Electronic Keybox System is a service of the MLS. Each MLS Participant or Subscriber in good standing is entitled to one eKEY activation for the Electronic Keybox System. Electronic Keybox System participation requires the Participant or Subscriber to execute a Lease Agreement prior to being issued a Key or Keybox. GBRAR will also enforce all rules and regulations contained in the Lease Agreement. A Key may not be loaned to any person with the exception of loans made necessary due to electronic failure of a Key. In the event of an electronic failure of the Key, the Holder may only loan to, or borrow from, a Holder associated with the same company. GBRAR or Supra shall be notified immediately of an electronic failure. Keyholders are not permitted to loan Keys to licensed Agents, Appraisers or Brokers that are not members of MLS. All keyholders, shall agree, as a condition of issuance to be bound by these rules and procedures. Section 24.2.1 Lockbox Ownership

When Lockbox ownership is transferred between Participants and/or Subscribers, the Lockbox purchaser must notify GBRAR of the change in ownership. The purchaser of the Lockbox must supply GBRAR with a copy of

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<sup>46</sup> *Examples of an acceptable Supra lockbox, would include any current versions of GBRAR issued lockboxes, or lockboxes issued by another MLS or Association that has entered into an agreement with GBRAR to make those boxes accessible to all GBRAR Keyholders.*

the “Bill of Sale” or Lockbox Transfer Form from the titled Lockbox owner indicating the Lockbox serial number.<sup>47</sup>

## Section 24.2.2 License to Use

Holder is granted a revocable lease and license to use the Key in connection with the Holder’s normal and customary activities, while acting as a real estate agent or appraiser on the terms and conditions set forth herein.

## Section 24.2.3 Use Restrictions

Holder shall use the Key only for the purposes of gaining authorized entry into real property on which a GBRAR SUPRA Lockbox has been installed pursuant to an agreement with the Seller of such real property. Use of a Key to gain entry to a property for any purpose other than the exercise of authority or responsibility derived from the agency or other legally recognized brokerage relationship granted by the owner in the Listing agreement or offer of cooperation by the Agent, or from an appraisal relationship with the owner or contract buyer, is specifically prohibited. Utilization of information derived from viewing properties shall not be used or conveyed to anyone for any purpose other than to facilitate the sale or lease of real property.

## Section 24.2.4 Refusal to Issue Key and Other Actions

- a) GBRAR may (i) refuse to issue a Key to any person, (ii) terminate or suspend the Holder’s use of a Key or the Lockbox System, (iii) refuse to activate or reactivate any Key, (iv) refuse to sell or lease any Lockboxes or Keys, (v) subject the Holder and/or DR to such fines and other penalties as determined by Bylaws, Rules & Regulations and policies of GBRAR, as a result of any one or more of the following events:
1. Termination of Holder’s affiliation with an eligible Participant
  2. Failure of Holder to pay all fees set forth in this document or other fees assessed against Holder pursuant to the GBRAR MLS Rules & Regulations, and policies;
  3. Failure of Holder to comply with any of the terms and conditions set forth herein, including but not limited to, the provisions for security in Section 24.2.5, or the GBRAR MLS Bylaws, Rules & Regulations and policies; or
  4. If Holder or DR is convicted of any crime within the past seven (7) years relating to the real estate business or poses a potential risk to clients, customers, or other real estate professionals.
- b) GBRAR may summarily suspend a Holder’s use of a Key or the Lockbox System if Holder or DR is arrested for any felony or a misdemeanor relating to the real estate business or poses a potential risk to clients, customers, or other real estate professionals. In the exercising this right, GBRAR shall afford such due process as it deems in its discretion, fair and feasible in light of the circumstances. GBRAR shall seek to minimize any period of suspension prior to an opportunity for a hearing on the issue of whether the Holder engaged in the conduct for which Holder was arrested and whether such conduct relates to the real estate business or poses a potential risk to clients, customers or other real estate professionals.
- c) GBRAR may consider the following factors, along with any other relevant information, in determining any action taken with respect to items a and b. above:

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<sup>47</sup> GBRAR will NOT be able to deprogram lockboxes for use in another Supra Lockbox system after its initial issuance. Deprogrammed boxes may be available for purchase or through special order.

1. the nature and seriousness of the crime;
2. the relationship of the crime to the purposes for limiting Lockbox access;
3. the extent to which access (or continued access) to Lockboxes might afford opportunities to engage in criminal activity;
4. the extent and nature of any prior convictions;
5. the time since criminal activity was engaged in;
6. evidence of rehabilitation while incarcerated or following release; and
7. evidence of present fitness to hold a Key.

### **Section 24.2.5 Security of Lockbox Key and Property Key**

A lockbox is not intended or designed as a security device, but as a convenience to facilitate the showing of listed property. Holder acknowledges that it is necessary to maintain security of the Key and the property key to prevent their use by unauthorized persons. Holder agrees:

- a. To keep the Key in Holder's possession or in a safe place at all times;
- b. Not to allow Holder's PIN to be attached to the Key;
- c. Not to disclose Holder's PIN to any third party;
- d. Not to lend the Key or the property key to any person for any purpose whatsoever or to permit the Key or the property key to be used for any purpose by any other person;
- e. Not to duplicate the Key or the property key or allow any other person to do so;
- f. Not to assign, transfer or pledge the Key or any other rights thereto.
- g. Not to allow anyone who has been admitted to the property by Holder to remain in the property after the Holder has left the property without the consent of the property owners;
- h. To properly return to the property key(s) to the Lockbox when leaving the property, ensuring the lockbox is in proper working order;
- i. Prior to leaving the property, close and lock any windows or doors opened or unlocked by the Holder or by anyone admitted by the Holder, and follow all additional security procedures as specified by GBRAR, from time to time.

### **Section 24.2.6 Lost or Stolen Key**

In the event a Key is lost, stolen, or otherwise unaccounted for, Holder shall notify GBRAR within forty-eight (48) hours, by telephone and in writing. The Holder shall promptly report any such theft to the appropriate law enforcement agency. If the lost Key is found and returned to GBRAR in good working order, the cost of the replacement Key will be refunded, less administrative fee(s). If the Key is lost or stolen, the Holder agrees that the Key will immediately be deactivated by GBRAR.

### **Section 24.2.7 Audit and Inspection**

GBRAR reserves the right to conduct an audit of all Keys at its discretion, at least annually. Holders shall submit the Key for inspection within a reasonable time at GBRAR's office after receipt of a written notice. The Key shall be deemed unaccounted for if the Holder does not demonstrate that the Key is within Holder's physical control, and Holder shall be subject to fines and/or penalties and deactivation of Key as established by the Bylaws, Rules and Regulations, and policies of GBRAR.

### **Section 24.2.8 Violations Related to Ethics Complaints and Arbitration Requests**

If a Lockbox Key security violation involves an ethics complaint or arbitration Request, the ethics or Arbitration hearing will be held first in accordance with the procedures of the NAR Code of Ethics and Arbitration Manual.

## **Section 24.2.9 Fines and Penalties**

The fine schedule below may be applied individually to Holders or any members of the GBRMLS whether they are the loaner and/or borrower of the key:

### **Allowing a key to be used by a non-licensee:**

- \$2500 First Offense
- \$5000 and 30 day suspension of key services for second offense within 3 years of first offense
- Immediate termination of key services for a period of three years from the finding of the third offense for a third offense occurring within three years of the first offense.

### **Allowing a key to be used by a licensee but a Non-Key Subscriber:**

- \$200 First Offense
- \$500 and 30 day suspension of key services for second offense within 3 years of first offense
- \$1000 and immediate termination of key services for a period of three years from the finding of the third offense for a third offense occurring within three years of the first offense.

### **Allowing a key to be used by another Key Subscriber**

- \$100 First Offense
- Repeat offenses may result in additional discipline by the MLS Committee.

## **Section 24.2.10 Designated REALTOR® and Key Holder Responsibilities**

For as long as Holder shall have an activated Key, the Designated REALTOR® shall maintain supervisory authority over Holder. Holder shall be actively engaged in the real estate profession as defined by the National Association of REALTORS®.

- a. Holder shall maintain an active, valid Louisiana real estate license or appraiser's licenses.
- b. Holder agrees acknowledges that they are liable for all duties, responsibilities, and obligations consistent with use of the Key and lockbox service.
- c. Holder shall promptly notify GBRAR should they cease to hold an active, valid real estate or appraiser's license.
- d. Holder shall comply with all Rules and Regulations and Policies for use of Lockbox and Key.
- e. Holder shall keep GBRAR advised in writing of their current address at all times. Address changes shall be reported to GBRAR within three (3) days.
- f. Should Holder transfer ownership of the Lockbox(es) to another authorized individual, Holder shall immediately notify GBRAR in writing of the transfer and identify by serial number the box(es) involved.

## **Section 24.2.11 PIN and Shackle Code Requests**

If a Key Holder requests a new PIN or has forgotten their PIN, they must appear personally at GBRAR's office and produce appropriate identification. Alternatively, the PIN may be emailed to the email address on file for the Key Holder's account.

- a. Appropriate identification shall consist of a valid Louisiana Driver's License (or in the absence thereof a valid government issued picture ID) and Holder's Louisiana Real Estate License (pocket copy).
- b. Should a Lockbox owner need to obtain a shackle code, the lockbox owner may call and give their Key PIN or other verifiable identification to staff. Staff may then release the shackle code via telephone. Staff may only release shackle codes for Lockboxes owned by the caller or their office (as assigned to their Designated REALTOR® or office manager). GBRAR assumes no responsibility for lost or stolen Lockboxes or their contents.

### **Section 24.2.12 Action to Enforce**

Any action for enforcement will be made by GBRAR in any court of competent jurisdiction. Holder shall be liable for the payment of all costs incurred by GBRAR, including reasonable attorney's fees, related to enforcement the provisions of these Rules and Regulations and Lockbox and Key provisions.

### **Section 24.2.13 Authorization Requirement**

Prior to installing or using the Lockbox on any property, the holder shall secure written authorization from the owner of such property. This authority may be established in the Listing Contract or in a separate document created specifically for the purpose. Upon request, Holder shall provide GBRAR with a copy of the written authorization from the owner. Any Holder using anything other than a Supra Electronic Key Box on listed properties may jeopardize their E&O Insurance coverage for any violation which occurs on the listed property.

### **Section 24.2.14 Costs and Fees**

SUPRA shall assess and the Holder agrees to pay fees ("User Fee") for use of the SUPRA Lockbox System. If Holder fails to pay the User Fee by the due date, SUPRA may assess a late penalty and/or reactivation fee, and de-activate Holder's Key until the fees and late penalty are paid in full.

### **Section 24.2.15 Resale of Lockboxes**

Lockboxes may be sold or transferred between GBRAR MLS Participants and Subscribers, subject to Section 24.2.10 (f) above.

### **Section 24.2.16 Proper Use of Key System**

- a. Keys and lockboxes may be used on properties listed with Participants in GBRAR MLS and must be used on the property when so indicated on the published Listing.
- b. Lockboxes programmed prior to April of 2017 were originally programmed to exclude entry between 9:00 pm and 8:00 am CST and 10:00 pm to 9:00 am DST. Lockboxes programmed prior to April of 2017 were originally programmed to exclude entry between 9:00 pm and 7:00 am CST and 10:00 pm to 8:00 am DST. Lockboxes may have been reprogrammed by the listing agent to accommodate different hours, and should always be verified as part of the showing request prior to scheduling an appointment.
- c. Lockboxes that have been programmed for CBS (Call Before Showing) should be so indicated in the MLS Listing and in the programming of the box itself. In no case shall CBS codes be published or



distributed. CBS codes are confidential and should only be provided on a case-by-case basis according to the needs of the specific transaction.

- d. Keyholders shall not remove contents of the keybox for purposes other than showing the home and shall promptly return the contents to the keybox upon exiting no later than leaving the property. The keybox and/or contents shall not be removed from the property without prior consent of the listing agent.
- e. No one shall enter a listed property without authorization. All appointments with the seller of listed property must be authorized through ShowingTime or the listing agent/broker, or as otherwise indicated in the REALTOR® Remarks of the MLS.
- f. Once a licensed agent/broker grants access to the property to any third party, they MUST remain onsite while the third party they have granted access to the property is on the premises. Third parties may include, but are not limited to, clients, client's family and friends, appraisers, inspectors, contractors, roofers, etc. If a listing agent obtains authorization from the seller or responsible party, they may allow third parties to remain on the premises without the presence of a licensed agent.
- g. **Unauthorized access to a property or Keybox is strictly prohibited. In the event there is evidence that an unauthorized access violation has occurred, punitive action may be issued in accordance with Section 25 of these rules. Showings are approved for a specific person. It is a violation for anyone to show the property on behalf of, or in place of, someone else that has been approved for the showing without prior authorization.**
- h. When leaving a property, it is the responsibility of the Agent to ensure that the property key is replaced in the lockbox and that the lockbox is properly closed. If a lockbox is found not properly closed, the agent should contact the Listing Broker immediately. The Listing Broker/Agent should read the lockbox. The last person found to have entered the property (provided this was not the agent to report the violation) will be held responsible.
- i. Care should be taken when entering a property by use of a Key. The property should be left in the same condition in which it was found. It is common courtesy for an agent (even when previewing) to leave a business card in the property. Should an agent find a property left in an unsatisfactory condition it should be immediately reported to the Listing Participant.
- j. Lockboxes shall be removed within 48 hours of listing expiration, termination or settlement. Lockboxes not removed within 48 hours of listing expiration, termination or settlement may be deemed abandoned, at the sole discretion of GBRAR. Upon receipt of a complaint regarding the abandonment of a Keybox at a property, GBRAR will verbally notify the Keybox holder that a complaint has been filed. The Keybox holder shall have 48 hours from the notification to remove the Keybox from the property. If the Keybox is not removed within such 48 hour period, the shackle code of that Keybox shall be released to the keyholder who filed the complaint (or the representative of the person(s) who filed the complaint), and that Keybox shall be transferred into such Keyholder's name upon the completion and receipt by GBRAR from such keyholder of an appropriate transfer form.

### **Section 24.2.17 Multiple Keys**

Only one Lockbox Key access device or software may be issued to a GBRAR MLS Participant or Subscriber who subscribes to the SUPRA Lockbox Service.

### **Section 24.2.18 Termination of Service**

A Keyholder may terminate the lease at any time provided all fees are paid to date, and all other obligations as outlined in the Keyholder's contract have been met. The Keyholder must notify the GBRAR, in writing, of their desire to terminate service. Keyboxes may ONLY be transferred to other MLS Participants or Subscriber Members for use within the Electronic Keybox System. Keybox owners must complete and submit the Keybox Transfer Form available online.

# **CITATION & FINE POLICY AND SCHEDULE OF PENALTIES**

## **Section 25**

This Citation & Fine Policy has been established in accordance with MLS Rules and Regulations and Lockbox Rules. Fines will be issued in accordance with this policy, and are subject to change upon approval by the Board of Directors. This policy is not all-inclusive, may not reflect violations of the Code of Ethics, and does not replace Professional Standards Enforcement.

### **Section 25.1 Summary of Citation and Fine Process**

A violation of the MLS or Lockbox Rules may be reported by way of an “Error Report” form, direct member report, use of citation manager software or staff investigation. If the violation is one that can be corrected, the MLS shall send a Notice of Violation-Warning (NV-W) to the violating individual (“Violator”), and a copy will be sent to the responsible Broker Participant (“Responsible Participant”), and /or Office Manager. In accordance with MLS rules it is the responsibility of the users to maintain valid e-mail addresses on the system, and delivery to an e-mail is sufficient notice.

Violators must correct the violation outlined in the NV-W in the time specified in the NV-W. If the violation is not corrected by the deadline specified in the NV-W the MLS sends a Notice of Violation and Fine Assessment (NVFA) to the Violator and a copy of the Notice to the Responsible Participant and/or Sales Manager. If the violation of the MLS Rules is one that cannot be corrected, an NV-W is not sent to the Violator and Responsible Participant. Instead, the NVFA will be sent to the Violator (with a copy to the Responsible Participant and/or Sales Manager).

If, within twenty (20) calendar days of the Receipt Date of NVFA, the fine is not paid or a Request for Hearing (RH) with a \$250 filing fee is not received, the MLS privileges of the Violator and/or the Responsible Participant will be suspended. In the event of a suspension, services will not be restored until the fine has been paid and the offense is corrected (if it is one that can be corrected).

### **Section 25.2 Reporting a Violation**

Reports of violations can be made by:

- Faxing to (225) 761-2099
- E-mail submitted to GBRAR or MLS Staff
- E-mail submitted through the designated error or corrections link in the MLS
- E-mail generated through the MLS Committee’s administrative review of listings through the Citation Manager software

Reports must include the following information:

- Name and office of the alleged Violator
- Nature of the violation(s) (be as specific as possible, i.e. when it occurred, the MLS #, etc.)
- Reporter’s name and contact information is FOR VERIFICATION PURPOSES ONLY.

### **Section 25.2 Responsibility for Violations and Fines**

The violating Responsible Participant, Subscriber (“Violator”) shall have responsibility for correcting the violation(s) and paying all fines. The Responsible Participant through whom the Violator has access to the MLS shall be ultimately responsible for all fines, should Violator fail to pay.

## **Section 25.3 Nonpayment Results in MLS Suspension**

Failure to pay a fine, unless a hearing is requested as set forth below, will result in suspension of MLS privileges of the Violator and/or Responsible Participant.

## **Section 25.4 Notice of Violation**

For purposes of this policy, MLS shall send Notice of Violation-Warning (NV-W) to the violating individual. If the Violator is a Subscriber or clerical user, a copy of the notice will be sent to the Responsible Participant.

## **Section 25.5 Calculating Time Periods**

Time to submit or report under the MLS Rules & Regulations is counted as business days. Time to correct violations is counted as business days. Time for payment of a fine or filing a request for a hearing is calculated as calendar days.

## **Section 25.6 Due Date for Fines**

Fines are due within twenty (20) calendar days of the Receipt Date set forth on the NVFA. Receipt is presumed two (2) business days after mailing or one (1) business day after facsimile or e-mail transmission. If a notice is sent by more than one method, the earlier Receipt Date applies.

## **Section 25.7 Multiple & Repeat Violations**

If a NVFA includes multiple violations, fines will be assessed on a per listing basis. Repeat violations may be dealt with as specified in the fine schedule.

## **Section 25.8 Right to Dispute Notice of Violation and Fine Assessment**

The violator may pay a \$300 filing fee and request a hearing, and if the citation is upheld, the fine amount in the NVFA may be increased and additional sanctions may be imposed. FAILURE TO TIMELY SUBMIT A COMPLETED REQUEST FOR HEARING (RH) FORM WITH THE \$300 FILING FEE WILL RESULT IN THE CITATION BEING DEEMED FINAL WITHOUT ANY FURTHER NOTICE, AND THE VIOLATOR'S MLS PRIVILEGES MAY BE SUSPENDED FOR THE PRESCRIBED PERIOD.

## **Section 25.9 Request for Hearing**

To dispute a Notice of Violation and Fine Assessment (NVFA), the Violator may request a hearing before the Professional Standards Committee.

The Violator must first correct the violation and submit a Notice of Correction if the violation is one which can be corrected. Then, within twenty (20) calendar days of the Receipt Date of the NVFA, the Violator may submit a Request for Hearing (RH) form with a \$300 filing fee.

The RH form must state the specific ground(s) for the hearing and include all facts and/or reasons for the request. The grounds for a hearing are one or more of the following:

- Factual dispute regarding the alleged violation(s) such as misapplication of the MLS Rule(s) cited.
- Contention that there has been a violation of procedural due process.

(NOTE: FAILURE TO RECEIVE ANY NOTICE IS NOT GROUNDS FOR A HEARING)

If the grounds set forth are proper grounds for a hearing, GBRAR will set a hearing in accordance with the NAR Code of Ethics and Arbitration Manual. The violator may, but is not required to, attend the hearing.

In the event the hearing panel determines that the violation(s) occurred, the \$300 filing fee will be retained as a cost for administration of the hearing and will not apply toward the payment of any fines. The fine in the NVFA OR SUCH INCREASED FINE AS IS IMPOSED BY THE HEARING PANEL will be payable in full by the date noticed in the decision, and the Violator may be required to comply with ADDITIONAL DISCIPLINE AND SANCTIONS AS MAY BE IMPOSED BY THE HEARING PANEL in accordance with the NAR Code of Ethics and Arbitration Manual. The sanctioning guidelines are set forth on the back of the RH form.

In the event the hearing panel determines that no violation(s) occurred, the filing fee will be returned. In the event the hearing panel determines that there has been a procedural due process violation, the hearing panel may refund the filing fee and either return the matter to MLS staff or dismiss the citation.

## Section 25.9 Administrative Violations & Fine Schedule

The following list of fines and penalties has been designated by the MLS Committee to be handled administratively.<sup>48</sup> These fines and discipline outlined below are automatic and will be added to the Participant or Subscriber's account in accordance with the above stated policy for each of the stated rule violation outlined in this section.

### Violators (may be a Participant or Subscriber)

- 1st Offense - \$100.00
- 2nd Offense within one year - \$250.00
- 3rd Offense within one year –\$500.00 and suspension from MLS for 30 days.
- Further Offenses could result in expulsion from the MLS

### Participants -- The following applies to any violation by any Subscriber affiliated with a Participant

- 2nd Offense within one year by same Subscriber affiliated with Participant - \$250.00
- 3rd Offense within one year by same Subscriber affiliated with Participant – Probation in MLS for 30 days. Any violation of MLS Rules and Regulations by the same Subscriber affiliated with Participant could result in 30 day suspension of the Participant.
- Further Offenses could result in longer suspension or expulsion from the MLS

- **Violations**

- Section 1

Failure to submit listings or failure to submit in a timely manner (Three Business Days):

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<sup>48</sup> This list does not prohibit the MLS Committee from imposing additional discipline for violations NOT specified in this section. Any additional findings of violations and discipline administered by the MLS Committee will also be handled in accordance with these rules and regulations and above stated policy.

- Section 1(g)  
Failure to submit Property Disclosure Documents (PDD's) or failure to submit Property Disclosure Documents in a timely manner (Five Business Days):
- Section 1.2  
A listing submitted to the Multiple Listing Service shall be complete in every detail.
- Section 1.2(a-b).  
Contact information may only be placed in fields designated for contact information or REALTOR Remarks.
- Section 1.2(c).  
A minimum of five (5) photographs are required on Residential listings that are not new construction.
- Section 1.3  
Exempted listings shall be filed with MLS and accompanied by appropriate disclosure & certification.
- Section 1.4  
Failure to report changes in timely manner (One Business Day)
- Section 1.5  
Withdrawal prior to expiration without authorization.
- Section 1.6  
Failure to report any contingency in a listing.
- Section 1.16  
Failure to provide listing contracts & documentation. (One Business Day)
- Section 2.1  
Showings of the Listed Property shall be made in accordance with showing instructions as listed in the MLS.
- Section 2.7  
Failure to report closed sales (Two Business Days)
- Section 2.9  
Failure to report sales in process and contingencies (One Business Day)
- Section 3.4  
Misuse of term "MLS" and "Multiple Listing Service"
- Section 3.5  
Unauthorized use of listing content
- Section 3.6  
Degrading listing content

- Section 4.  
Improper reporting of compensation
- Section 4.3  
Failure to disclose Dual/Variable Rate Listings
- Section 4.4  
Improper reporting of bonus compensation
- Section 7.3  
Valid email address required
- Sections 18.3 – 18.3.18  
Failure to meet IDX display requirements
- Section 24.2.2-3  
Keyholder Use Restrictions