

**Ozark Gateway Association of REALTORS®
Multiple Listing Service
Rules and Regulations
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CLASSIFICATION DEFINITIONS:

SECTION 1– Membership classification in the Multiple Listing Service (hereafter referred to as “Service” or “MLS”) shall conform to MLS membership as set forth in Article XVIII-Multiple Listing of the Bylaws of the Association. More specifically, membership in the Service is described as follows:

a) PARTICIPANT– only the qualified designated principal, partner, corporate office or branch manager acting on behalf of the principal, holding a broker’s license or license or certification by the state licensing commission to appraise property shall be considered the Participant in the MLS as set forth in Article XVIII– Section 3, Participation of the Bylaws of the Association.

b) SUBSCRIBER-non-principal brokers, sales licensees, licensed and certified real estate appraisers, affiliated with the MLS Participant, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under direct supervision of an MLS Participant or the Participant's licensed designee.

c) NON-USER– affiliated unlicensed administrative and clerical staff, personal assistants and licensed clerical staff on MLS waiver.

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm 'offers or accepts cooperation and compensation' means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. “Actively” means on a continual and on-going basis during the operation of the Participant's real estate business. The „actively” requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law. The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website (“VOW”) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant “actively endeavors during the operation of its real estate business” to “offer or accept cooperation and compensation” only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants. (Adopted 11/08)

LISTING PROCEDURES:

SECTION 2—Listing of real property or personal property of the following types, which are listed subject to real estate broker's license, and are located within the territorial jurisdiction of the Multiple Listing Service, and are taken by Participants on exclusive right to sell listing contracts and exclusive agency listing contracts shall be delivered to the Multiple Listing Service within 72 hours after all necessary signatures of the seller(s) have been obtained (excepting week-ends and holidays). If the listing agreement cannot be delivered to the service within 72 hours of the seller's signature and date, an office date stamp must be used to validate day received by listing office. Listings signed by the REALTOR® on behalf of the owner must include an authorization by the seller(s) to do so. All new listings must be broker loaded prior to submission to the Association office.

Listing Types:

- a) Residential
- b) Commercial
- c) Farm
- d) Land
- e) Multi-family

Brokers signing onto the MLS system have two weeks from the date of sign-up to get their computer system on-line. The Association office will load listings for the new broker, if necessary, for the first two weeks of his/her MLS participation. At the end of the initial two-week period, the broker must be on-line to remain an MLS Participant.

2.1– JURISDICTION:

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

NOTE: LATE SUBMISSION PROCIDURES: During a calendar year, a Participant will be sent a letter with a copy of the MLS Rules and Regulations dealing with submissions of documents to the Service on the first violation; the Participant will be sent another letter on the second violation; and on the third violation and each subsequent violation, the Participant must appear before the MLS committee. If the Participant fails to appear, he will be fined \$25 for the first failure to appear; \$50 for the second failure to appear; and \$100 for the third failure to appear. In addition to the fines, the Participant will still be required to appear before the committee. Failure to pay the fines when levied will be processed according to the Association bylaws for non-payment of obligations.

2.2– FORMS:

The Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to use, provided the listing is of a type accepted by the Service, although a "property content sheet" may be required as approved by the MLS. However, the MLS, through its legal counsel:

- a) May reserve the right to refuse to accept a listing form, which fails to

adequately protect the interest of the public, the Participants, and the Subscribers.

b) Assure that no listing form filed with the MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller).

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

c) The different types of listing agreements include:

Exclusive Right to Sell

Exclusive Agency

Open

Net

The Service may not accept NET listings because they are deemed unethical and, in most states, illegal. OPEN listings are not accepted except where required by law because the inherent nature of an OPEN listing is such as to usually not include the authority to cooperate with and compensate other brokers and inherently provides a disincentive for cooperation.

1) The EXCLUSIVE RIGHT TO SELL listing is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

2) The EXCLUSIVE AGENCY listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. The exclusive agency listing should be clearly distinguished from the exclusive right to sell listing, since it can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings. Put the letters "XA" in the first line of the remarks on the profile sheet when listing an exclusive agency.

3) SELLER EXCLUSIONS: A listing granting exclusion's to the seller must be designated as such when submitted to the MLS, including the period of time the exclusion will be allowed. The number of exclusions along with the time period will be noted on the printed listings to be distributed to the Participants and Subscribers of the MLS. If no date is stated on the seller exclusion, it will be assumed that the exclusion will be for the duration of the listing.

2.3- LISTING SUBJECT TO RULES AND REGULATIONS OF THE SERVICE:

Any listing taken on a contract to be filed with the MLS is subject to the Rules and Regulations of the Service upon signature of the seller(s).

2.4- DETAIL ON LISTINGS FILED WITH THE SERVICE:

A listing agreement and profile sheet, when filed with the MLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the profile sheet. If these forms are not complete, the MLS shall return them to the broker for additions or corrections.

a) Photos for residential, multi-family, and commercial improved are mandatory.

b) Listing on new construction: Speculative homes may be placed in the MLS system if the listing specifically states the situation and if a location (lot) can be placed in the system in the proper area code. All changes on new construction are to be updated from time to time in the MLS system and a photo provided when completed. In listing “new construction” properties, the following verbiage should be used in the first line of REMARKS:

- 1) TO BE CONSTRUCTED– This would represent houses where ground has not been broken.
- 2) UNDER CONSTRUCTION– From foundation to frame-in stage.
- 3) NEW CONSTRUCTION– Frame-in to completion.

2.5– EXEMPT LISTINGS:

If the seller refuses to permit the listing to be disseminated by the Service, the REALTOR® may then take the listing “office exclusive” and such listing shall be filed with the Service but not disseminated to the Participants and Subscribers. 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.

2.6– CHANGE OF STATUS OF LISTING:

Any change in the listed price or terms and any extension shall be made only when authorized by the seller, in writing, and said changes shall be input into the system within hours after occurrence, excepting week-ends and holidays, with the seller’s/ agent’s signature and date. All other changes must also be approved by the seller, but may be input into the system with the agent’s signature. If a status report cannot be input into the system within 48-hours from occurrence of sellers/agent’s signature and date, an office date stamp must be used to validate date received by listing office. The 48-hour requirement will begin from office date stamp. No changes may be made to listings after closing. (8/03) (9/08)

2.7– WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:

Listing of property may be withdrawn from the MLS by the listing Participant before the expiration date of the listing agreement, provided the change in status is input into the system within 48 hours, excepting week-ends and holidays, and with the seller’s/ agent’s signature and date. If withdrawal cannot be input into the system within 48 hours of sellers/agent’s signature and date, an office date stamp must be used to validate day received by listing office. The 48 hour requirement will begin from the date stamp. Broker or office manager signature must be on the withdrawal form.

2.8– INDEMINITY:

Each REALTOR® who submits a change or withdrawal for the purposes of Section 2.6 and 2.7 hereof, which is not signed by the seller, shall, by virtue of such submission, be deemed to have represented to the Service that any such submission is duly authorized by the seller and said REALTOR®, as a condition of such submission, shall be deemed to have agreed with the Service and the Ozark Gateway Association of REALTORS®, its officers, agents, employees, directors and members, to hold them harmless from any and all suits, action, or damages of any nature whatsoever, in the event

that said Service or the Ozark Gateway Association of REALTORS® or any of said persons become liable to the seller as a result of the Service having permitted the REALTOR® to make the change provided for in Section 2.6 and 2.7.

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

2.9– CONTINGENCIES APPLICABLE TO LISTINGS:

Any contingency or condition of any term in a listing shall be specified and published to the membership.

2.10– 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. (Amended 12/ 03) THE SERVICE SHALL NOT ACCEPT NET LISTINGS OR OPEN LISTINGS.

2.11-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 profile sheet. When part of a listed property has been sold, proper notification should be given to the Service.

2.12– NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANT:

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

2.13– EXPIRATION OF LISTINGS:

Listings filed with the MLS will automatically be removed from the compilation of current listings on the expiration dates specified in the agreement unless prior to that date the MLS receives notice that the listing has been extended or renewed.

a) If notice of renewal or extension is received after the listing had been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing.

b) Extensions and renewals of listings must be signed and dated by the seller (s) and shall be filed with the MLS within 48 hours of sellers' date.

c) If extension or renewal cannot be delivered to the MLS within 48 hours of the sellers' signatures and date, an office date stamp must be used to validate the date received by the listing office. The 48 –hour requirement will begin from the office date stamp.

d) Expired listings will not be purged from the MLS for a period of 60 days, allowing the Service to place “expired” back on the market with old MLS number.

2.14– TERMINATION DATE OF LISTINGS:

Listings filed with the Service shall bear a definite termination date, as negotiated between the listing broker and the seller. (7/2000)

2.15-JURISDICTION:

Only listings of the designated types of property located within the jurisdiction of the Multiple Listing Service are required to be submitted to the Service. Listings of property located outside the Association's Multiple Listing Service's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. The MLS jurisdiction is defined in the Bylaws of the Ozark Gateway Association of REALTORS®.

2.16– 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 Rules & Regulations or other membership obligation except failures 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 affective. If a Participant has been suspended from the Association (except where MLS participation without association membership as permitted by law) of MLS (or both) for failure to pay appropriate dues, fees, or charges, the Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his clients.

2.17– LISTING OF EXPELLED PARTICIPANTS:

When a Participant of the Service is expelled from the MLS for failure to abide by a membership duty (i.e.: violations of the Code of Ethics, Association Bylaws, MLS Rules and Regulations or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained by 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, the 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 expelled Participant's listings form the MLS the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients.

2.18– LISTINGS OF RESIGNED PARTICIPANTS:

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

2.19– ANY CHANGE OF LISTING AGENT:

In the event of a waiver, drop, or transfer, it will be the responsibility of the Participant to provide the MLS office a list of all the agents' current listings with the resignation, in order to assign a new listing agent. This will be done at the time the agent returns or transfers his/her MLS key. In the event no such list is provided all agents listings will be transferred to participant.

2.20 –SQUARE FOOTAGE

Stated square footage on the listing profile sheet shall show the actual “finished” square footage only. The unfinished square footage is to be input in the proper place on the listing profile.

2.21 – REQUIRED FIELDS

Listings must be filled in where these required fields are: “in city limits”, room dimensions, level on which each room resides, lot size, variable acres, and Seller’s Concession. (04/2008, 04/11)

Fines will be assessed for late submissions on required fields as follows: If the listing agent does not submit required information on a listing to the Service within ten (10) days of submission of the listing to the MLS Service, the association will notify the agent of an impending fine of \$25 for not complying with the rules. The agent will be given 48 business hours to correct the listing before the fine is assessed. An additional \$25 fine will be assessed every ten (10) days thereafter until the correct information is submitted to the Service All agents are still responsible for providing the information whether they have been charged a fine or not. Association staff will do random audits daily to enforce the rule. (04/24/2008)

2.22 – ADVERTISING

Personal and/or company advertising on the MLS system outside the chosen fields is prohibited. (03/2005) Web Site addresses may not be displayed on photos in the MLS system. (4/2005) Failure to remove branded tours from MLS will incur a \$25 per day fine until the tour is removed or changed to delete the branding. (10/2007)

2.23 – KEY CARDS

New agents, REALTOR and DR will be provided with a Sentrilock key card and card reader at the time they join. (04/06) Any member who does not return an old MLS key at the time of the MLS key conversion will be notified in writing that the old key must be exchanged for a new system key card within 10 days of notification or will face suspension from the MLS service. If they possess a new key card, it will also be deactivated until the return of the old key. (06/2006)

2.24 – AFFILIATE

Affiliate members who need access to property, specifically: property inspectors and termite inspectors will be allowed an MLS key. The members must be bonded and the board office must have a copy of the bond. They are required to purchase a card reader. They are required to pay \$100 per year for their card and \$10 per month per card for access. (07/2006)

2.25 – CORRECTIONS

Board staff has the authority to correct errors on listings after closing with listing broker's knowledge. (03/2008)

2.26 – FEES

Prorated MLS fees will be charged at the time the agent joins from the date their license is issued and for one month in advance. (04/06)

SELLING PROCEDURES

SECTION 3. SHOWING AND NEGOTIATIONS:

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

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

3.1– PRESENTATIONS OF OFFERS:

The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

3.2– SUBMISSION OF WRITTEN OFFERS:

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

3.3– RIGHT OF COOPERATING PARTICIPANT OR SUBSCRIBER IN PRESENTATION OF OFFER:

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

3.4– RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER:

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

3.5– REPORTING SALES TO THE SERVICE:

Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within hours after they have occurred. If negotiations were carried on under Section 3.4 hereof, the cooperating broker shall report the status changes to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 24 hours after receiving notice from the cooperating broker. Property placed “under contract” (pending), shall be reported to the MLS by the listing Participant within 24 hours after acceptance. (Amended 03/2008, 9/08)

NOTE: The listing agreement of a property filed with the MLS by the listing Participant should include a provision expressly granting the listing Participant authority to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS participant. (Amended 9/08)

3.6– REPORTING RESOLUTIONS OR CONTINGENCIES:

The listing Participant shall report to the Service within hours after occurrence that a contingency on file with the MLS has been fulfilled or renewed or the agreement is cancelled.

3.7– ADVERTISING OF LISTINGS FILED WITH THE SERVICE:

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

3.8– REPORTING CANCELLATION OF PENDING SALE:

The listing broker shall report within hours after occurrence to the Service the cancellation of any pending sale and the listing shall be reinstated immediately, providing the listing is still in effect.

3.9– SOLD REPORTS:

Accurate reports of all sales must be filed with the Service within hours of final closing (settlement) of closing date, excepting week-ends and holidays. Information reported shall include, but not be limited to, sale price.

3.10- REMOVAL OF LISTING WHEN PARTICIPANT REFUSES/FAILS TO TIMELY REPORT STATUS CHANGES:

Notwithstanding the limitations established in the Code of Ethics and Arbitration manual or in other National Association of Realtors® policy, the Multiple Listing Service is authorized to remove any listing from the MLS compilation of current listings where the participant has refused or failed to report status changes. Prior to removal of any listing from the MLS, the participant shall be advised of the intended removal so the participant can advise his/ her clients (s). (Adopted 10/08)

REFUSAL TO SELL

SECTION 4– REFUSAL TO SELL:

If the seller of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such a fact shall be transmitted immediately to the Service and to all Participants and Subscribers.

PROHIBITIONS:

SECTION 5– PROHIBITIONS:

Any listing filed with the Service shall not be made available to any broker or firm not a member of the MLS without prior consent of the listing Participant.

5.1- “FOR SALE” SIGNS:

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

5.2- “SOLD” SIGNS:

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

5.3– SOLICITATION OF LISTINGS FILED WITH THE SERVICE:

Participants and Subscribers shall not seek to obtain a future listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

5.4– POSSESSION OF MLS MATERIALS:

No Participant or Subscriber shall permit or allow their key card to come into the possession of anyone who is not a Participant or Subscriber.

5.5- USE OF TERMS MLS AND MULTIPLE LISTING SERVICE:

No Use of the terms MLS and Multiple Listing Service- No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliates with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available to participant or subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients and customers is available on their websites or otherwise. (Adopted 10/2008)

DIVISION OF COMMISSION:

SECTION 6– 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 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 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. (Amended 11/98)

In filing a property with the multiple listing service of an Association of REALTORS®, the Participant of the service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.* (Amended 11/96)

*The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by an association 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 **his producing submitting** an offer to purchase. The compensation specified or listings published by the MLS shall be shown in one of the following forms:

- 1) By showing a percentage of the gross selling.
- 2) By showing a definite dollar amount. (Amended 11/95)

Note: MLSs may also, as a matter of local discretion, allow

The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different. (Amended 11/96)

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker in writing, in advance of his producing 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 gross sales price or as a flat dollar amount. (Amended 11/95)

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

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

NOTE 3: The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing Participant.

6.0- SHORT SALES:

Participants may, but are not required to, 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) to other participants and subscribers.. 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. All confidential disclosures and confidential information related to short sales must be communicated through dedicated fields or confidential remarks available only participants and subscribers. (10/08)

6.1- PARTICPANT AS PRINCIPAL:

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

6.2- PARTICPANT AS PURCHASER:

If a Participant or any licensee or licensed or certified appraiser affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing Participant no later than the time of offer to purchase is submitted to the listing Participant.

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

SERVICE CHARGE:

SECTION 7: SERVICE FEES AND CHARGES:

The following service charges for operation of the MLS Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

- a) Participant's or MLS only Participant's initial fee shall be \$750 per firm. If the Participant chooses to discontinue MLS participation only and remains a REALTOR® Member of the local Association, the cost to reactivate will be one-half of the initial participation fees. Any firm or Participant, who has resigned from the Association completely, shall, prior to rejoining the MLS, pay the full initial fee then in effect.
- b) Participants who hold both a valid real estate license and certificate from a state appraisal commission and who want to list and sell, shall pay the same initial participation fee as stated in 7(a).
- c) Participants who hold a valid real estate license or certificate from a state appraisal commission and not a real estate license shall pay an initial participation fee of \$750.
- d) Any qualified REALTOR® who has applied for MLS Participant status with MLS privileges and who has been an active member, in good standing, of the Ozark Gateway Association of REALTORS® in the previous 30 days, may be granted full MLS services for a period of 30 days from date of application, pending approval or disapproval by the Association Directors. The appropriate forms must be completed and signed by the REALTOR® before services are granted.
- e) Each Participant shall pay a monthly participation fee, approved by the Association Directors, which shall include the appropriate materials and/or services provided for member firms.
- f) Each Participant must apply for services for each Subscriber with his firm.

7.1– PAYMENT OF CHARGES

The Participant shall be responsible for the payment of all MLS charges that are

applicable to that office. No charges are applicable to users. All accounts unpaid by the 5th of each month shall be assessed a 10% penalty on the unpaid balance. ~~Accounts not paid by the 6th of the month shall be assessed an additional 1% per day on the unpaid balance~~ (1% per day removed effective 5/23/11) until 60 days, after which all MLS privileges will suspended until all fees are paid in full paid. (10/11)

7.2– AFFILIATE FEES:

Qualified Affiliate members of the Association, consistent with Section 13.2 of the MLS rules, shall be allowed to purchase the comparable books upon payment of fees established by the MLS committee and approved by the Board of Directors. They are to observe the same guidelines for use of such books as all other persons who have access to the privileged information.

Cost of comparable books for Affiliate members shall be \$100 per quarter. Those Affiliates who purchase only the end of the year book will be charged \$250 per yearly book. (6/02)

7.3– EXEMPTION FROM PAYMENT OF DUES (CHARGES):

A User or Subscriber shall be granted a waiver from payment of MLS fees provided they receive no remuneration or referral fee from any Participant during the waiver period.

All waiver requests shall be in writing on the approved form, and must be approved by the MLS committee and the Board of Directors, on a yearly basis, with renewal required. Sanctions will be imposed on the Participant for violations.

Any User or Subscriber who requests and is granted a waiver of MLS fees shall be required to pay a \$50 reinstatement fee to reactivate his/her MLS access. The fee only applies to Users and Subscribers previously active on MLS.

7.4– ADJUSTMENT TO FEES:

The MLS committee, with the approval of the Board of Directors, may adjust all MLS monthly fees and other charges. The initial participation fee and all other charges may be increased in such manner as may be deemed necessary by the MLS committee with approval of the Board of Directors and shall approximate the actual costs of bringing the Service to the Participants.

LOCK BOX REQUIREMENTS:

SECTION 8– LOCK BOX SYSTEM:

As an additional service to the buying and selling public, the MLS and its member firms may make available a lock box system as a faster and more efficient method of gaining entrance to listed properties. Individual key holders using the MLS must enter into a “key agreement” before a registered key to the lock system can be issued. These key holders are also bound by all the rules and regulations and policies regarding the lock box system.

Eligibility for coverage under NAR’s blanket error and omissions insurance program is contingent on compliance with the following security measures whether the system is operated by the Association, its MLS, or on behalf of an Association by a recognized lock box vendor.

1. Any key, programmer or other device (hereafter referred to as a “key”) by which a lock box can be opened shall be nonduplicative. By “nonduplicative” it is not meant that the key necessarily covered by a current patent but that it cannot be readily copied in the manner that other keys ordinarily are.

2. Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems or from any other legitimate source. Prior to utilizing previously used keys, lids or boxes, information shall be obtained from the original manufacturer to determine whether the key’s pattern, code or configuration is already in use by other Associations, Multiple Listing Services or other users in the vicinity. Surrounding Associations and MLSs shall also be contacted to determine whether the key’s pattern, code, or configuration is currently used.

3. The lock box system is an activity of the Association owned and operated Multiple Listing Service: Every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS Participant and who is legally eligible for MLS access shall be eligible to hold a key, subject to their execution of a lease agreement with the MLS.

In the case of key lease agreements executed by non-principal brokers, sales licensees, and licensed or certified appraisers, the Participant shall co-sign the key lease agreement. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules and regulations or other governing provisions of the Association or MLS that relate to the operation of the lock box system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the key holder.

No one shall be required to lease a key from the Association except on a voluntary basis. Key lease agreements may, at the option of the Association, contain a liquidated damages provision to offset some or all of the Association’s costs in reestablishing the security system if it is determined that the security has been compromised through the negligence or fault of the key holder.

4. Associations shall maintain current records as to all keys issued and in inventory. This requirement may be satisfied by a physical inventory or, alternately, by receipt of a statement signed by the key holder and the Participant of the key holder’s firm, attesting that the key is currently in the possession of the key holder. There shall be an audit, at least annually, of all keys, whether issued or in inventory.

5. The initial deposit for each common key card shall be \$100, effective April 2003. Those who have paid a lower amount for a key card deposit prior to April 2003 shall be exempt from the deposit increase.

The deposit for a replacement key card lost or stolen shall be the current cost of the new key card for the individual.

Key card holders who transfer from one office to another office that participates in the Ozark Gateway Association of REALTORS® MLS' lock box service shall be required to sign a new key card lease agreement, and the new MLS Participant shall cosign this lease agreement.

The deposits for key cards shall be kept in a special account for refund upon return of the key card, unless forfeited upon loss of the key card. The funds deposited are to be retained for this purpose only and are not to be utilized in any other manner. The separate fund may be an interest-bearing account with the interest retained by the Association or Association MLS, unless, as a requirement of law, or at the discretion of the Association or Association MLS, such interest shall be made payable to the Participant and Holder as per the key card lease agreement.

If, at the time of inventory, a key card is unaccounted for, or if a key card holder refuses or is unable to demonstrate that the key card is within their physical control, then the key card will be considered unaccounted for and any funds on deposit will be forfeited to the Association.

6. Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created for that purpose.

7. Boards shall charge key card holders and their Participants with the joint obligation of immediately reporting lost, stolen or otherwise unaccounted for key cards to the Association. Upon receipt or notice the Association shall take any steps deemed necessary to resecure the system.

8. Boards shall adopt written, reasonable and appropriate rules and procedures for administration of lock box systems, which may include appropriate fines, not to exceed \$1,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the Association and set forth in the rules and procedures. All key card holders shall agree, as a condition of the key card lease agreement, to be bound by the rules and procedures governing the operation of the lock box system.

9. Any agent failing within ten (10) days of the listing date, to input the correct electronic key box serial number or inputting false or misleading information about the key box attached to the listing into the MLS system will be charged a \$50 fine. (07/2008)

NOTE: The preceding security measures are those measures required of member Associations as a minimum requirement and do not preclude more rigid measures by the Association or its MLS at the option of the Board of Directors of the Association.

Revised 4/03

10. Any key box left on a listing after expiration or closing or after either of the above mentioned occurrences (provided the agent has received two (2) notices from the board office to remove the key) will be removed by the board staff and reassigned to a new agent or to the board office, the listing agent will be charged \$25 for this service. (06/2008)

Following are procedures for lost or stolen key boxes:

- a. All key boxes assigned to each individual agent will be the responsibility of that agent. The agent will be charged for any key box not accounted for at the time of an audit notwithstanding the following circumstances:
- b. Any key box lost because of a natural disaster or fire must be reported to the board office within 30 business days of the event. If reports in the proper time frame the agent will not be charged for the cost of the key box.

Any key box stolen from listed property or from an agent personally must be reported to the police and a copy of the police report given to the board office as soon as possible in order for the agent not to be charged for the lost key box. (8/2010)

11. Putting electronic key boxes on non-MLS properties is prohibited. (07/ 2008)
Sentrilock key boxes are to be used on listed property only, including sales and leases. (07/2008)

12. Agents are responsible for removing their key boxes from properties when: 1. they move to a new company, 2. when they leave the board. When they remove the key box they required to return the key to the original broker and/or the property owner. The original listing broker is responsible for putting a new agent's key box on the listing. (03/2008)

COMPLIANCE WITH THE RULES /AUTHORITY TO IMPOSE DISCIPLINE:

SECTION 9– COMPLIANCE WITH RULES:

By becoming and remaining a participant or subscriber in this MLS each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through 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. Probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. Suspension of MLS rights, privileges, services for not less than thirty (30) days nor more than one (1) year
- g. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years (Adopted 9/08)

Notwithstanding the limitations established in the National Association of REALTORS® Code of Ethics and Arbitration Manual or in other National Association policy, multiple listing services operated as committees of associations of REALTORS® or as separate, wholly-owned subsidiaries of one or more association of REALTORS® are authorized to impose financial penalties on participants or subscribers as discipline for violations of MS rules or other MLS governance provisions not greater than fifteen thousand (\$15,000) dollars. (Adopted 9/08)

The following action may be taken for non-compliance with the rules:

a) For failure to pay any service fees, as outlined in Section 7.1, within sixty (60) days of due date, shall result in the automatic suspension of MLS privileges, provided that at least ten (10) days notice has been given, and may not be reinstated until all past due charges are paid in full. Once a Participant has had their services suspended for late payment, he/she will only be allowed to become thirty (30) days past due before services are suspended again, if the situation occurs within twelve (12) months of the first suspension. Anytime a Participant becomes forty-five (45) days past due on payment of MLS fees, the broker and his/her agents will be notified in writing of the pending suspension of MLS services.

b) For failure to comply with rules, regulations and policies pertaining to use of MLS books, property content, and use of MLS key cards and key boxes, the MLS committee shall have the right to impose sanctions in an amount approved by the Board of Directors consistent with the provisions of Section 11 and Section 11.1, provided that all members of the Service have received written notice of the policy covering such sanctions.

1. For misuse of MLS key cards (violation of title key lease agreement), a penalty shall be charged in the amount of \$100, to be paid by the holder of the key card.

2. For misuse of MLS listing book, as stated, “No Participant or Subscriber shall permit or allow their listing book to come into the possession of any non-participant”, a penalty shall be charged in the amount of \$100, to be paid by the Participant with whom the Subscriber is associated.

c) For failure to comply with any rule, the provisions of Section 11 and Section 11.1 shall apply.

9.1– APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS:

Subscribers and Users are subject to these rules and regulations and may be disciplined for violations thereof provided that the User or Subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent upon 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 and Subscribers affiliated with the Participant.

NOTE: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing

service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations.

NOTE: Any and all documents pertaining to membership rights and privileges are hereby incorporated into these rules and regulations. (i.e.; Key Agreements, MLS Team Agreements, Agent Information Sheets, etc.)

MEETINGS:

SECTION 10– MEETINGS OF THE MLS COMMITTEE:

The Multiple Listing Committee shall meet for the transaction of business at a time and place to be determined by the committee or at the call of the chairperson.

10.1– MEETINGS OF THE MLS PARTICIPANTS: The committee may call meetings of the general membership in the Service to be known as meetings of the MLS.

10.2– CONDUCT OF THE MEETINGS: The chairperson, or vice-chairperson, shall preside at all meetings or, in their absence; a temporary chairperson from the membership of the committee shall be named by the chairperson or, upon his/her failure to do so, by the committee.

ENFORCEMENT OF RULES AND DISPUTES:

SECTION 11– CONSIDERATION OF ALLEGED VIOLATIONS:

The committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations.

11.1– 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 considered and determined by the MLS committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and Rules and Regulations of the Association of REALTORS® within 20 days following receipt of the committee's decision. If the MLS committee has a procedure established to conduct hearings, the decision of the MLS committee tribunal may be appealed to the Board of Directors within 20 days of the tribunal's decision being rendered.

11.2– COMPLAINTS OF UNETHICAL CONDUCT:

All other complaints of unethical conduct shall be referred by the committee to the Executive Officer of the Association for appropriate action in accordance with the

professional standards procedures established in the Association's bylaws.

ORIENTATION:

SECTION 12– ORIENTATION:

Any applicant for MLS participation and any licensee (including licensed or certified appraiser) affiliated with an MLS participant who has access to and use of the MLS-generated information shall complete an orientation program of not more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. (Amended 10/08).

CONFIDENTIALITY OF MLS INFORMATION:

SECTION 13: CONFIDENTIALITY OF MLS INFORMATION:

Any information provided by the Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and Subscribers.

13.1– MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:

The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from an inaccuracy or inadequacy of the information such Participant provides.

13.2– ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:

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

OWNERSHIP OF MLS COMPILATIONS* AND COPYRIGHTS:

SECTION 14- By act of submission of any property listing content to the MLS, the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on “comparables”. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

14.1– All rights, title, and interest in each copy of every MLS compilation created and copyrighted by the Ozark Gateway Association of REALTORS® and in copyrights therein, shall at all times remain vested in the Ozark Gateway Association of REALTORS®.

14.2– Each Participant shall be entitled to lease from the Ozark Gateway Association of REALTORS® a number of copies of each MLS compilation sufficient to provide the Participant and each Subscriber affiliated with such Participant with one copy of such compilation. The Participant shall pay, for each such copy, the rental fee set by the Association** Participants shall acquire by such lease only the right to use the MLS compilations in accordance with these rules.

*The term “MLS compilation”, as used in these rules and regulations, shall be construed to include any format in which property listing content 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.

**This section should not be construed to require the Participant to lease a copy of the MLS compilation for any licensee or licensed or certified appraiser affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS, and who does not, at any time, have access to nor use of the MLS information or MLS facility of the Association.

USE OF COPYRIGHTED MLS COMPILATIONS:

SECTION 15– DISTRIBUTION: Participants shall at all times maintain control over and responsibility for each copy of any MLS compilation leased to them by the Association of REALTORS®, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participant. Use of information developed by or published by an Association MLS is strictly limited to the activities authorized under a Participant or Subscriber’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 the Association MLS where access to such information is prohibited by law.

15.1– DISPLAY: Participants and Subscribers 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.

15.2– REPRODUCTION: Participants or their affiliated Subscribers shall not reproduce from the MLS compilation or any portion thereof except in the following limited circumstances.

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

—Nothing contained herein shall be construed to preclude any Participant or Subscriber from utilizing, displaying, distributing or reproducing property listing sheets or other compilations of content 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 another form, is provided for the exclusive uses of the Participant and those Subscribers affiliated with them who are authorized to have access to such information. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office, or firm.
- None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that the Association owned MLS has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.
- It is intended that the Participant and Subscribers be permitted to provide prospective purchasers with listing content relating to properties which the purchaser has a bona

genuine interest in purchasing or in which the Participant or Subscriber is seeking to promote interest. The term “reasonable”, as used herein, should therefore be construed to permit only limited reproduction of property listing content 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 content is consistent with normal itinerary of properties which would be shown to the prospective purchaser.

SECTION 16– USE OF MLS INFORMATION:

16.1: LIMITATION ON USE OF MLS INFORMATION: Use of information from the 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 Subscriber or in other public representations may not be prohibited. However, any advertisement or other form of public representation based in whole or in part on information supplied by the Association or its MLS must be only by permission of OGAR staff and must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

“Based on information from the Ozark Gateway Association of REALTORS® Multiple Listing Service for the period (date) through (date).”

If anyone does not comply, OGAR staff has the ability to contact the source and request a retraction and/or correction of information. (02/11)

SECTION 17- "IDX" INTERNET CONTENT EXCHANGE POLICY

IDX affords MLS participants the option of authorizing display of their ~~active~~ listings on other participant's Internet Websites. (Amended 11/10)

17.1- Participants' consent for display of their ~~active~~ listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download or frame the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. (Amended 11/10)

17.2- Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. ~~This requirement can be met by maintaining an office or Internet presence from which participants are available to represent real estate sellers or buyers.~~ (Amended 11/10)

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

17.2.2- ~~Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database. MLS participants may not use IDX-provided listings for any purpose other than display on their websites. This does not require participants to prevent indexing of IDX listings by recognized search engines.~~ (Amended 11/10)

17.2.3- Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible via IDX sites. ~~Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.~~ (Amended 11/10)

17.2.4- Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography, or location ("uptown", "downtown", etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant. (Amended 11/06)

17.2.5– Participants must refresh all MLS downloads and refresh all MLS data at least every ~~seven (7)~~ three (3) days. (Amended 11/10)

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

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

17.2.8 – Any IDX site that

- a. allows a 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
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, shall disable or discontinue either or both of those features as to 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 participants websites. Except for the foregoing and subject to Section 17.2.9, a participant’s IDX site may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 11/10)

17.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that us added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the IDX site. 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. (Adopted 11/10)

17.3- Display

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

17.3.1– Listings displayed pursuant to IDX shall contain only those fields of data

designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

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

17.3.2- Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display as long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

17.3.3 – All listings displayed pursuant to IDX shall identify the listing firm 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.(Amended 11/10).

17.3.4 – All listings displayed pursuant to IDX shall identify the listing agent.

17.3.5- 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.

17.3.6 – Deleted November 2006.

17.3.7–All listings displayed pursuant to IDX shall show the MLS as the source of the information.

17.3.8– 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.

17.3.9– The data consumers can retrieve or download in response to an inquiry shall be limited to _____ listings per search determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. (Amended 11/10)

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

17.3.11 – Listings obtained through IDX must be displayed separately from all listings obtained from other sources, including information provided by other MLSs. Listings obtained from other resources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.

17.3.12 – Display of expired, withdrawn, ~~and~~ pending, and sold listings is prohibited. (Amended 11/10)

17.3.13 – Display of seller's(s') and/or occupant's(s'), phone number(s), and email address(es) is prohibited.

17.3.14 & 17.3.15 – Not adopted

17.3.16 – Advertising (including co-branding) on pages displaying IDX provided listings is prohibited.

SECTION 18– CHANGES TO THE RULES AND REGULATION

SECTION 18— Changes in rules and regulations: Amendments to the Rules and Regulations of the Service shall be by a 2/3 vote of the members of the MLS Committee, subject to approval of the Association of Directors.

SECTION 19- VIRTUAL OFFICE WEBSITE (VOW) RULES FOR MLS

Section 19.1 (a): A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

(b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

(c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 19.2 (a): The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

Section 19.3 (a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

(b) The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.

(c) If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

(d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:

i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;

iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

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

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

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

Section 19.6 (a): A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may

provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

(b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

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

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

Initials of seller

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

Section 19.7:

(a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may

communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

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

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

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

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

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

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

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

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

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

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

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

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

Section 19.19: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings.

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

Section 19.20: A Participant shall require that Registrants’ passwords be reconfirmed or changed every 90 days.

(Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.)

Section 19.21: A Participant may display advertising and the identification of other

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

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

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

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

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

(01/15/2009)

PHOTOGRAPHS

Photos of properties are the responsibility of the listing agent.

All residential, commercial, and multi-family listings submitted to the Service are required to be accompanied by a photo of the property, whether the listing lies within the Association's photo jurisdiction or outside that jurisdiction as stated in Section 2 and 2.1 of the MLS Rules and Regulations.

If the listing agent does not submit a photo to the Service within ten (10) of submission of the listing to the Service, the Association will notify the agent of an impending fine of \$25 for not complying with the photo rule. The agent will be given another 48 hours before the fine is assessed. An additional \$50 fine will be assessed after ten (10) more days. Ten (10) days after that (making a total of thirty days since submission of listing) if still not in compliance, a final fee of \$100 will be charged and a member of OGAR staff will take the picture. All agents are still responsible for providing the photo whether they have been charged a fine or not. (Amended 12/03, 6/04, 4/05, 06/2007, 09/11)

SECTION 20: REAL ESTATE TRANSACTION STANDARDS (RETS)

The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provides a vendor neutral; secure approach to exchanging listing information between the broker and the MLS. In order to ensure that the goal of maintaining an orderly marketplace is maintained, and to further establish REALTOR® information as the trusted data source, MLS organizations owned and operated by association of REALTORS® will comply with the RETS standards by June 2009, and keep current with the standard's new versions by implementing new released of RETS within one (1) year from ratification. (Adopted 9/08)

SECTION 21: STANDARDS OF CONDUCT FOR MLS PARTICIPANTS-

1. MLS participants shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and participants may not:
 - a. engage in deceptive or unauthorized framing of real estate brokerage websites;
 - b. manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
 - c. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.(Adopted 10/ 2008)