

**INTERMOUNTAIN MULTIPLE LISTING SERVICE, INC.**  
**RULES AND REGULATIONS**  
**March 1, 2016**

Rules and Regulations, in compliance with the National Association of REALTORS'® requirements, shall be approved and promulgated by the Intermountain Multiple Listing Service (IMLS) Board of Directors.

Section 1. Listing Procedures and Types of Listings:

Listings of real or personal property that includes an accurate recorded legal description or parcel number of the following types, which are listed subject to a real estate broker's license, and which are located within the Territorial jurisdiction of the Intermountain Multiple Listing Service, Inc. taken by Participants on an exclusive-right-to-sell listing form or exclusive agency listing form shall be delivered to the Multiple Listing Service or input under the "Listing Input" program by the next business day after any marketing and/or advertising begins. Listing Date is defined as the day any advertising and/or marketing begins. Failure to submit a listing by the next business day after any advertising and/or marketing begins will result in a fine per transaction, in an amount as determined from time to time by the IMLS Board of Directors.

Note: Business day shall mean Monday through Friday excluding Saturday and Sunday and excluding holidays as defined in Idaho Code, Section 67-5302.

- (a) Single family homes for sale or exchange. All residential listings submitted without an existing foundation shall be listed under vacant lots and/or residential class with Age as "To Be Built". Except where sellers expressly direct that photographs of their property not appear in MLS compilations, all residential listings must have at least one exterior front photo submitted by the next business day from listing being input into IMLS with the exception of "To Be Built" and "Under Construction" listings.
- (b) Vacant lots and acreage for sale or exchange
- (c) Two-family, three-family and four-family residential buildings for sale or exchange.

Note: The Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a "Property Data Form" may be required as approved by the Multiple Listing Service.

However, the Multiple Listing Service, through its legal counsel:

1. May reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the Participants.

2. Assure that no listing form input into the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer and seller).

The Multiple Listing Service 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 Multiple Listing Service acting as subagents, buyers agents, or both.

The listing agreement must include the seller's authorization to submit the agreement to the Multiple Listing Service.

3. The Different Types of Listing Agreements Include:

1. Exclusive right to sell
2. Exclusive agency
3. Open
4. Net

The Service may not accept net listings because (1) they are deemed unethical and, in most states, illegal. (2) 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 and compensate other brokers and inherently provides a disincentive for cooperation.

The Exclusive right to sell listing is the conventional form of listing submitted to the Multiple Listing Service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The Exclusive Agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. The Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no

named prospect exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations.

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

(Note 3: A Multiple Listing Service may accept exclusively listed property that is subject to auction. Auction properties with a minimum bid shall input minimum bid as listing price, otherwise listing price must be zero. All auction details shall be disclosed in remarks.)

Types of Properties: The following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be input into the Service and other types that may be input into the Service at the Participants's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker:

1. Residential
2. Vacant Land
3. Residential Income
4. Business/Commercial
5. Farm/Ranch

Section 1.1 Listing Subject To Rules And Regulations Of The Service: Any listing taken on a contract to be input into the Multiple Listing Service is subject to the Rules and Regulations of the Service upon signature of the seller(s).

Written Documentation: Listing brokers (Participants) and licensees associated with Participants filing listings with the Service shall have a written listing agreement with all necessary signatures in their possession. Only listings that create an exclusive relationship between the seller and the listing broker are eligible for submission to the Service. By submitting a listing to the Service, listing brokers (Participants) and licensees associated with such Participants represent that they have in their possession such written agreements establishing agency or other exclusive relationship and the represented type of listing agreement. The Service shall have the right to demand a copy of such written listing agreements and verify the listing's existence and adequacy at any time. The

Service shall also have the right to demand a copy of seller's written authorization required under these rules. If the Participant fails to provide documentation requested by the Service within 24 hours, the Service shall have the right to immediately withdraw any listings from the data base in addition to disciplining the Participant for a violation of MLS Rules.

Section 1.2 Detail On Listings Input Into The Service: A listing agreement, or Property Data Form, when input into the Multiple Listing Service by the listing broker shall be complete in every detail which is ascertainable as specified as "Required Items" on the property data form. Listings that contain missing or inaccurate information may be subject to a fine.

Descriptions of Property – Only information pertinent to the description of the property listed will be permitted to be displayed in any field of the MLS. Any contact information, personal marketing, third party marketing or specific naming of any brokerage, lender, title company, bank or other affiliated service provider may only be displayed in the Agent Remarks field and shall not be displayed in the Public Remarks field. Any contact or personal marketing information is not to be displayed in Associated Documents. Specific naming of any brokerage, lender, title company, bank or other affiliated service provider is not permitted to be displayed in Associated Documents with the exception of documents required for the transaction.

Physical Depictions of Property – Any physical depiction of a listed property, including, but not limited to photographs, digital images, virtual tours and sketches, which are submitted to the Service, shall depict only the property for sale. Photographs, digital images and sketches shall not include listing brokers or agent contact information or other personal marketing information. Virtual Tours and/or Virtual Tour URL's that include brokerages, listing brokers, agent contact information or other personal marketing information must be placed in the Branded Tour field. Any office or agent cannot use another agent's or office's photographs, digital images, virtual tours or sketches to promote a new/active listing without written permission. Any violation of this policy shall be considered a violation of the MLS Rules and Regulations and may be subject to a fine.

Section 1.2.1 – Limited Service Listings: Listing agreements under which the listing broker will not provide one, or more, of the following services:

- a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);

- b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- c) advise the seller(s) as to the merits of offers to purchase;
- d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- e) participate on the sellers(s) behalf in negotiations leading to the sale of the listing property

will be identified with an appropriate code or symbol in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.3 Exempted Listings: If the seller directs the listing agent not to disseminate the listing by the Service, the Participant may execute a valid marketing agreement as an "office exclusive" and the listing shall be filed as an "office exclusive" with the Service by the next business day after the listing and/or property is marketed and/or advertised. The IMLS Waiver of Benefits form, or a substantially similar MLS Approved form, must be executed by any seller who directs their listing agent not to disseminate their listing by the Service.

Section 1.4 Change Of Status Of Listing: Any change in listed price, status change or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be input into the Service by the next business day after the authorized change is received by the listing broker. Failure to submit any change in listed price or other change in the original listing agreement may result in a fine per transaction, in an amount as determined from time to time by the IMLS Board of Directors.

Section 1.5 Cancellation Of Listing Prior To Expiration: Listings of listed property may be cancelled from the Multiple Listing Service by the listing broker before expiration date of the listing agreement provided there is an agreement between the seller and the listing broker which authorizes cancellation.

Sellers do not have the unilateral right to require an MLS to cancel a listing without the listing broker's concurrence. However, when a seller(s) 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.

Section 1.5.1 Temporarily Off Market: A Temporarily Off Market listing is one that becomes unavailable for showing during the listing term of the contract. In order to place a listing in the Temporarily Off Market status, the seller's authorization is required and must be input into to the MLS within one business day. The Agent Remarks section must disclose the date on which the property will become available for showing again, or why it will not be returning to an active status.

During the Temporarily Off Market time period, no showings of the property are permitted by any licensed agent including the Listing Agent, Listing Broker and/or any Agent affiliated with the Listing Brokerage firm. Temporarily Off Market listings will not be included in any IDX or MLS listing syndication feeds; however, they will accumulate Days on Market.

When the Temporarily Off Market time period has expired and the listing becomes available for showings again, the listing must be transferred to an Active status on the date that it can first be shown. Once the Property is included in the Multiple Listing Service database as an active listing, the property will be available for showing by licensed agents and will be included in IDX and MLS listing syndication feeds

Any Participant and/or Subscriber that shows or permits showings of properties that are in the Temporarily Off Market status will be assessed a fine of \$500.00 and may be in violation of the NAR Standard of Practices. Repeat offenders of this rule will be reviewed by the MLS leadership and may result in service suspensions or additional fines being assessed.

Section 1.6 Contingencies Applicable To Listings (except Short Sales): Any contingency or conditions of any term in the listing shall be specified and noticed to the Participants by the next business day. Unless the listing involves a Short Sale, listings may only be marked "contingent" when it is documented that all parties agree that the property will continue to be marketed and other offers will be accepted. Listings marked "contingent" in the MLS system must include the terms of the contingency along with the time frame for removal of the contingency in the Agent Remarks Section of the MLS. All other listings with signed offers to purchase shall be marked "pending." Failure to submit a contingency or conditions of any term in the listing may result in a fine per transaction, in an amount as determined from time to time by the IMLS Board of Directors.

Section 1.6.1 Contingency Applicable to Short Sale:

- (a) Properties that are subject to a Short Sale shall comply with the disclosure provision set forth in Section 5.0.1 of these rules.

- (b) Listings shall be marked “contingent short sale” if acceptance of offer is contingent upon 3<sup>rd</sup> party approval(s).
- (c) Listings shall be marked “pending” when seller is no longer accepting offers or upon seller receiving 3<sup>rd</sup> party acceptance of offer.
- (d) Short Sale contingency or conditions of any term in the listing shall be specified and noticed to the Participants by the next business day.

Section 1.6.2 Listings of Bank Owned Properties:

Participants and its subscribers shall comply with this section whenever the property listed is owned and being sold by a seller that is a bank, credit union, or is otherwise engaged in the business of banking, mortgage lending or secondary market. Listings shall be marked “Pending” whenever the seller has instructed that it will no longer consider offers and any submitted offers shall not be presented.

Section 1.7 Listing Price Specified: The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction. Auction properties with a minimum bid shall input minimum bid as listing price, otherwise listing price must be zero. All other auction details shall be disclosed in remarks.

Section 1.8 Listing Multiple Unit Properties: All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Property Data Form. When part of a listed property has been sold, proper notification should be given to the Multiple Listing Service.

Section 1.9 No Control Of Commission Rates Or Fees Charged By Participants: The Multiple Listing 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.

Section 1.10 Expiration, Extension And Renewal Of Listings: Any listing input into the Multiple Listing Service automatically expires on the dates specified in the agreement unless renewed by the listing broker and notice of renewal or extension is input into the Service prior to expiration. If an expired listing is reentered into the MLS, It shall be published as a “new” or “back on market” listing (whichever is applicable). Any extension or renewal of a listing must be signed by the seller(s).

Section 1.11 Termination Date On Listing: Listings input into the Service shall bear a definite and final termination date as negotiated between the listing broker and seller.

Section 1.12 Jurisdiction: Only listings of the designated types of property located within the jurisdiction of the participating Boards of REALTORS® are required to be submitted to the Service. Listings of property located outside the Boards' jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service.

Section 1.13 Listings Of Suspended Participants: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently input into the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, cancelled, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a Board MLS is not obligated to provide MLS service, including continued inclusion of the suspended Participant's listings in the MLS compilation of the current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise clients.

Section 1.14 Listings Of Expelled Participants: When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently input into the MLS by the Participant shall, at the expelled Participant's option, be retained in the Service until sold, cancelled 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 Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a Board MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise clients.

Section 1.15 Listings Of Resigned Participants: When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to



any removal of a resigned Participant's listings from MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise clients.

## SELLING PROCEDURES

Section 2 Showings And Negotiations: All appointments for showings and all negotiations with the seller for the purchase of listed property input into Multiple Listing Service shall be conducted through the listing broker except under the following circumstances:

- (a) the listing broker gives cooperating broker specific authority to show and/or negotiate directly in Property Data Form or,
- (b) after reasonable effort, the cooperating broker cannot contact the listing broker or his/her representative. However, the listing broker, at his or her option, may preclude such direct negotiations by cooperating brokers.

The cooperating broker must disclose the agency status to the listing broker at first contact with the listing broker (in person, by telephone or in writing).

Section 2.1 Presentation 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.

Section 2.2 Submission Of Written Offers: The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulations, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller(s) obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Section 2.3 Right Of Cooperating Broker In Presentation Of Offer:

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

presentations.

Section 2.4 Right Of Listing Broker In Presentation Of Counter-Offers: The listing broker or his/her representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He/she does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.5 Reporting Of Sales To The Service: Status changes, including final closing of sales and sales prices shall be reported to the Multiple Listing Service by the listing broker by the next business day after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within twenty-four (24) hours after occurrence and the listing broker shall report them to the MLS by the next business day after receiving notice from the cooperating broker. Failure to report sales to the Multiple Listing Service by the next business day may result in a fine per transaction, in an amount as determined from time to time by the IMLS Board of Directors.

Any sales price reported to the Multiple Listing Service which varies forty-five percent (45%), either higher or lower, from the original listing price submitted to the Multiple Listing Service shall require written documentation, signed by the broker, by the next business day, which evidences the actual final sales price. Such written documentation shall include a verified statement from the listing broker and/or a copy of the purchase and sale agreement or other transaction related documents. Further, Participants and Subscribers are prohibited from knowingly or willingly canceling or withdrawing any listing, or engaging in any other conduct which is for the purpose of evading the requirement to report accurate sales prices to the Multiple Listing Service. A violation of this Section will result in a fine per transaction in the amount of five hundred dollars (\$500) and/or suspension, or termination from the Multiple Listing Service, as determined from time to time by the IMLS Board of Directors.

Section 2.6 Reporting Resolutions Of Contingencies: The listing broker shall report to the MLS by the next business day that a contingency in the Multiple Listing Service has been fulfilled or renewed or the agreement cancelled.

Section 2.7 Advertising Of Listing Input Into The Service: A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing

broker.

Section 2.8 Reporting Cancellation Of Pending Sale: The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale and the listing shall be reinstated immediately.

Section 2.9 Use Of Electronic Lockbox System:

Every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with a MLS Participant and who is legally eligible for MLS access shall be eligible to hold one key for use with the electronic lockbox system subject to their execution of a lease agreement with the MLS or its designated lockbox system provider. Every MLS Participant shall also be eligible to hold one additional key per office (identified as main office and branch offices in IMLS) for use by a keyholder affiliated with the same MLS Participant in the event of electronic failure.

No one shall be required to lease a key from the MLS except on a voluntary basis.

Lockboxes may not be placed on a property without the written authority from the seller.

All eligible keyholders must adhere to the following security requirements:

- a) Electronic key must be in the keyholder's possession or in a safe place at all times.
- b) Keyholder must not allow his/her Personal Identification Number (PIN) to be attached to the card.
- c) Except where described above, keyholder must not loan the electronic key to any person for any purpose whatsoever, or to permit the electronic key to be used for any purpose by another person.
- d) Keyholder must not duplicate the electronic key or allow any other person to do so.
- e) Keyholder must immediately notify the MLS if the electronic key is lost or stolen.

IMLS may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the IMLS Board or IMLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

IMLS may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the IMLS Board or IMLS, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determinations include, but are not limited to:

- a) the nature and seriousness of the crime
- b) the relationship of the crime to the purposes for limiting lock box access
- c) the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- d) the extent and nature of past criminal activity
- e) time since criminal activity was engaged in
- f) evidence of rehabilitation while incarcerated or following release and
- g) evidence of present fitness

## REFUSAL TO SELL

Section 3 Refusal To Sell: If the seller of any listed property input into the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all the Participants.

## PROHIBITIONS

Section 4 Information For Participants Only: Any listing input into the Service shall not be made available to any broker or firm not a member without the prior consent of the listing broker.

Section 4.1 "For Sale" Signs: Only the "For Sale" sign of the listing broker may be placed on the property.

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

Section 4.3 Solicitations Of Listing Input Into The Service:  
Participants shall not solicit a listing on property input into the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

(Note: This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be input into the Service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing

upon its expiration.

Without such protection, a seller could receive hundreds of calls, communications and visits from brokers and salespersons who have been made aware through MLS filing of the data the listing will expire and desire to substitute themselves for the present broker.

This Section is also intended to encourage brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

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

## DIVISION OF COMMISSION

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

In filing a property with the Multiple Listing Service of a Board of REALTORS®, the Participant of the Service is making a blanket unilateral offer of cooperation to the other MLS Participants, and shall therefore specify on each listing input into 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 the compensation shall be prior to his or her endeavor to sell. The compensation specified on the listings filed with the MLS 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 submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount.

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 nonagency capacities defined by law) which may be the same or different.

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

Whenever gross commissions established in listing contracts are subject to court approval which may result in a reduction in compensation payable to cooperating brokers, the listing broker shall clearly communicate that fact in the listing to potential MLS Participants.

If a listing is submitted to the Multiple Listing Service that does not include an offer of compensation, the Service shall have the right to immediately withdraw the listing from the data base in addition to disciplining the Participant for a violation of MLS Rules.

Section 5.0.1: Participants must disclose potential short sales when reasonably known to the listing participants. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

Section 5.1 Participant As Principal: If a Participant or any licensee (including licensed and certified appraiser) affiliated with a Participant has any ownership interest in property, the listing of which is to be disseminated through the Multiple Listing Service, that person

shall disclose that interest when the listing is input into the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

Section 5.2 Participant As Purchaser: If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

Section 5.3 Dual Or Variable Rate Commission Arrangements: The existence of a dual or variable rate commission arrangement (i.e. one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by 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, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

## SERVICE CHARGES

Section 6 Service Fees And Charges: The following service charges for operation of the Multiple Listing 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) Initial participation fees shall be in such amount as may be, from time to time, determined by the Service with the approval of the Board of Directors and shall approximate the actual cost of bringing the Service to the Participant with such fee to accompany the application.

(b) Subscription fees: One complete set of current listings shall be supplied to the Participant upon payment of the Application Fee and the Participation Fee, and the Participant shall be responsible for a Subscription Fee for each additional sets of listings to be supplied to each individual employed by or affiliated as an independent contractor including licensed or certified appraisers with the

Participant, who has access to and who utilizes the Service.

## COMPLIANCE WITH RULES

Section 7 Compliance With Rules: The following action may be taken for non-compliance with the rules:

(a) For failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) day's notice has been given, the Service shall be suspended until service charges or fees are paid in full.

(b) for failure to comply with any other rule, the provisions of Section 9 and 9.1 shall apply.

NOTE: Generally, warning, censure and the imposition of a moderate fine is 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.

Section 7.1 Applicability Of Rules To Users And/Or Subscribers: Non-principal brokers, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the Rules and Regulations. Further, failure of any user or subscriber to abide by the Rules and/or any sanction imposed for violations there can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

## MEETINGS

Section 8 Meetings: The meetings of the Participants in the Service or the Board of Directors of the Multiple Listing Service for the transaction of business of the Service shall be held in accordance with the provisions of Article 8, bylaws of the Service.

## ENFORCEMENT OF RULES OR DISPUTES

Section 9 Consideration Of Alleged Violations: The Board of Directors shall give



consideration to all written complaints having to do with violation of the Rules and Regulations. The Board of Directors shall also have the authority to file a written complaint against the Broker for an alleged violation of the Rules and Regulations and the authority to review any documents including but not limited to the Employment Contract, Property Data Form and/or Status Report related to the alleged violation. If any extenuating circumstances prevent the timely submission of listings and changes, a letter of explanation may be addressed to the Board of Directors.

Section 9.1 Violations Of Rules & Regulations: If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged violation of one or more of the provisions of Sections 16 of the Rules and Regulations or request for arbitration, it may be administratively considered and determined by the Board of Directors of the MLS, and if a violation is determined, the MLS Board of Directors may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the Professional Standards Committee of the Board in accordance with the bylaws of the Board of REALTORS®. Alleged violations of Section 16 of the Rules and Regulations shall be referred to the Board's Grievance Committee for processing in accordance with the professional standards procedures of the Board/Association.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the Board of Directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the Professional Standards Committee of the Board of REALTORS for processing in accordance with the professional standards procedures of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Board of REALTORS.

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the board of directors of the MLS and if a violation is determined, the board of directors may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the professional standards committee of the association in accordance with the bylaws of the association of REALTORS®. Alleged violations of Section 16 of the rules and regulations shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association.

If, rather than conducting an administrative review, the MLS has a procedure

established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®.

Section 9.2 Complaints Of Unethical Conduct: All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Board of REALTORS for appropriate action in accordance with the professional standards procedures established in the Board's bylaws.

## CONFIDENTIALITY OF MLS INFORMATION

Section 10 Confidentiality Of Mls Information: Any information provided by the Multiple Listing 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 real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

Section 10.1 Mls Not Responsible For Accuracy Of Information: The information published and disseminated by the Service is communicated verbatim, without change by the Service, as input into the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

## OWNERSHIP OF MLS COMPILATION\* AND COPYRIGHTS

Section 11 Ownership Of Mls Compilation And Copyrights: By the act of submitting any property listing content to the MLS, the Participant represents that he or she 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.

Section 11.1 All right, title and interest in each copy of every Multiple Listing compilation created and copyrighted Intermountain Multiple Listing Service, Inc., and in the copyrights therein, shall at all times remain vested in the Intermountain Multiple Listing Service.

Section 11.2 Each Participant shall be entitled to lease from the Intermountain Multiple Listing Service, Inc., a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee, including licensed or certified appraisers with such Participant with one copy of such compilation. The Participant shall pay, for each such copy, the rental fee set by IMLS.\*\* Participants shall acquire by such lease only the right to use the MLS compilations in accordance with these rules.

Section 11.3 Participants or Subscribers may not change or remove listing information, including photos, that pertains to the property, upon a status change unless it is to (1) supplement or correct the remarks to give additional information pertaining to that status change, (2) delete client, owner or occupant names, telephone numbers or other personal information, security codes, lockbox codes, or email addresses, or 3) correct inaccurate information. All data submitted to the MLS will remain in the database for historical and other purposes approved by the service.

\*The term "MLS compilation", as used in Section 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participant, including, but not limited to bound book, loose leaf binder, computer data base, card file or any other format whatsoever.

\*\*This Section should not be construed to require the Participant to lease a copy of the MLS compilation for any licensee (including licensed or certified appraisers) 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 input into the MLS, and who does not at any time, have access to nor use of the MLS information or MLS facility of the Board.

The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or "safe harbors" from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of "online service provider" broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display.

One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

- (1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
- (2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- (3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
- (4) Have no actual knowledge of any complained-of infringing activity.
- (5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- (6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512.

## USE OF COPYRIGHTED MLS COMPILATIONS

Section 12 Distribution: Participants shall at all times maintain control over and

responsibility for each copy of any MLS compilation leased to them by the Intermountain Multiple Listing Service, Inc. and shall not distribute any such copies to persons other than persons who are affiliated with such Participant as licensees or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Distribution of any MLS compilation to any national, state or local governmental entity shall require the written consent of Intermountain Multiple Listing Service, Inc. prior to distribution. Further, none of the foregoing is intended to convey "Participation," or "Membership" or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law.

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

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

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable\* number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are, or may, in the judgement of the Participants or their affiliated licensees, be interested. Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office or firm.

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

Section 12.3 Information Reproduced: Unless the participant or subscriber obtains prior written consent from the listing broker, the information reproduced pursuant to Section 11 of the MLS Rules and Regulations shall not include the following:

- a) Property owner's name, phone number and other relevant owner contact information
- b) Showing instructions including any references to a lockbox, burglar alarm or any security system, or to the vacancy of the property
- c) Type of listing
- d) Compensation or bonuses offered to cooperating brokers
- e) Other information which goes beyond a description of the property

\*It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable," as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase.

Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

## USE OF INFORMATION

Section 13 Limitations On Use Of Mls Information: Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report

of the Board or MLS may be used by MLS Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

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

"Based on information from the Intermountain Multiple Listing Service for the period (date) through (date)."

Section 14 Changes in Rules and Regulations: Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Board of Directors of the Service, and review and approval by the National Association of REALTORS®.

#### ARBITRATION OF DISPUTES

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

- (a) If all disputants are members of the same board of REALTORS, or have their principal place of business within the same Board's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Board/Association of REALTORS.
- (b) If the disputants are members of different Boards of REALTORS, or if their principal place of business is located within the territorial jurisdiction of different Boards of REALTORS, they remain obligated to arbitrate in accordance with the procedures of the Idaho Association of REALTORS.

Interboard Arbitration Procedures. Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS. Nothing herein shall preclude Participants from agreeing

to arbitrate the dispute before a particular Board/Association of REALTORS.

Awards: The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the participant to disciplinary action at the sole discretion of the MLS.

## STANDARDS OF CONDUCT FOR MLS PARTICIPANTS

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

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

Section 16.3. MLS Participants acting as subagents or as buyer/tenant representatives or brokers, shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.

Section 16.4. MLS Participants shall not solicit a listing which is currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing; i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client, the MLS Participant may contact the owner to secure such information and may discuss the terms upon which the MLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

Section 16.5. MLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.

Section 16.6. MLS Participants shall not use information obtained from listing brokers



through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or create buyer/tenant relationships with listing brokers' clients unless such use is authorized by listing broker. Section 16.7. The fact that an agreement has been entered into with a MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement.

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

Section 16.9. MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.

Section 16.10. When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

Section 16.11. In cooperative transactions MLS Participants shall compensate cooperating MLS Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MLS Participants without the prior express knowledge and consent of the cooperating broker.

Section 16.12. MLS Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS Participant. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this rule.

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively

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

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

Section 16.14. MLS Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's agent not later than execution of a purchase agreement or lease.

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

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

Section 16.16. MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

Section 16.17. MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made.

Section 16.18. MLS Participants, acting a subagents or buyer/tenant representatives or

brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer's representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

Section 16.19. All dealings concerning property exclusively listed, or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client.

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

Section 16.20. Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements.

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

Section 16.22. MLS Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

Section 16.23. MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.

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

Engage in deceptive or unauthorized framing of real estate brokerage websites; manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, present content developed by others without either attribution or without permission; or otherwise mislead consumers.

#### Section 16.25

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

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

## ORIENTATION

Section 17. Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and Regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. Applicants who fail to complete the MLS orientation within thirty (30) days after access has been provided will have an additional sixty (60) days after being given MLS access to complete the MLS orientation and, if they fail to do so, their MLS services will be terminated until completion of the MLS orientation.

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

and subscribers must be given the opportunity to complete any mandated additional training remotely.

## IDX

### Section 18 IDX Defined

IDX affords Intermountain Multiple Listing Service (IMLS) participants the ability to authorize limited electronic display of their listings by other participants.

#### Section 18.1 Authorization

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

#### Section 18.2 Participation

Participation in IDX is available to all IMLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants.

Section 18.2.1 Participants must notify IMLS of their intention to display IDX information and must give IMLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 18.2.2 MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

Section 18.2.3 Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs).

Section 18.2.4 Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown, “downtown”, etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell, 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.

Section 18.2.5 Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every three (3) days.

Section 18.2.6 Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 18.2.7 Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

Section 18.2.8 Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

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

Section 18.2.9 Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 18.2.10 Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

### Section 18.3 Display

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

Section 18.3.1 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

Section 18.3.2 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 18.3.3 Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own Web sites subject to their participant's consent and control and the requirements of state law and/or regulation.

Section 18.3.4 All listings displayed pursuant to IDX shall show IMLS as the source of the information by using the approved MLS icon. The explanation that the icon refers

Intermountain Multiple Listing Service listing shall appear on the first screen where such properties are displayed. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 18.3.5 Participants (and their affiliated licensees, if applicable) shall indicate 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. IMLS does not assume any liability for missing or inaccurate data. Any search result and subsequent display of listings must have the following disclaimer: *Information provided by IMLS is deemed reliable but not guaranteed.* Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 18.3.6 Display of expired, withdrawn, and sold listings is prohibited.

Section 18.3.7 Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and email address(es) is prohibited.

Section 18.3.8 Participants are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by IMLS.

Section 18.3.9 Participants must maintain an audit trail of consumer activity on their website and make that information available to IMLS if IMLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of IMLS rules related to use by consumers.

#### Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

VOW

Section 19 Model Virtual Office Website (VOW) Rules for MLSs



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.

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.

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initials of seller

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

Section 19.7 (a): Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable

or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

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

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

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

Section 19.11: A Participant's VOW must display the Participant's privacy policy

informing Registrants of all of the ways in which information that they provide may be used.

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

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

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

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

- a. The compensation offered to other MLS Participants.
- b. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- c. The seller's and occupant's name(s), phone number(s), or e-mail address(es).



d. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

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 require that Registrants' passwords be reconfirmed or changed every 90 days.

Section 19.19: 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 19.20: 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 19.21: 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 19.22: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

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