

MLS RULES of the Idyllwild Multiple Listing Service (IMLS)

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Overview/Preface: RealtyPro Solutions, LLC (hereafter “MLS Provider”) shall maintain for the use of MLS Participants in the Idyllwild Multiple Listing Service (hereafter “IMLS”), a centralized listing database and multiple listing service (hereafter “MLS” or “IMLS”). MLS is a facility for the orderly correlation and dissemination of listing information that allows MLS Participants to better serve their clients and the public and to prepare appraisals, analyses, and other valuations of real property; and is a means by which cooperation among MLS Participants is enhanced. As a condition of access to and use of IMLS, all MLS Participants agree to abide by the policies and rules set forth in both the MLS bylaws and the MLS rules of IMLS. Following is a list of rules and regulations that govern the use of the MLS:

1. **MLS Access and Confidentiality:** Each MLS Participant will have a unique login (username and password) to access the MLS. No MLS Participant may give out his or her username and password to anyone or allow anyone else to use his or her login credentials to access or use the MLS. Violation of this rule shall result in a fine of up to **\$1,000 per occurrence** and suspension and/or termination from the MLS.
 - 1.1 Safeguarding MLS Data: Listing data should only be given out to prospective clients and customers for the purpose of helping them rent, buy, or sell real estate or for the preparation of real estate appraisals or valuations. Listing data may not be given out to licensed real estate brokers, agents, or appraisers who are not MLS Participants without prior approval from the listing agent of each listing provided. If an MLS Participant knowingly provides information from IMLS listings not listed by the MLS Participant or without permission from the listing agent to a licensed broker, agent, or appraiser who is not an MLS Participant, MLS Participant shall pay a fine of up to **\$500 per occurrence**.
2. **Listing Procedures:** Unless a property is excluded from MLS as allowed herein, all listings taken by MLS Participants where the property is located in Idyllwild and Mono Counties, California hereafter “MLS Service Area” of the following property types must be submitted to IMLS within (48) hours after all necessary signatures of seller(s) have been obtained:
 - a. Single family homes for sale or exchange (site built, manufactured, town home, condo)
 - b. Multi-family homes for sale or exchange (duplex, triplex, etc.)
 - c. Vacant land (lots or acreage)

The submission of listings to IMLS is limited only to those properties that are physically located in the following counties in the state of California: Idyllwild, Mountain Center, & surrounding areas in Riverside County, CA . All listings filed with IMLS are subject to the rules and regulations of the MLS upon signature of the seller(s). Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

- 2.1 Listing Agreements: Only Exclusive Right To Sell, Exclusive Agency, and rental listings may be submitted to IMLS. These are listing agreements where the seller gives exclusive authorization to the listing broker to cooperate with other brokers who may or may not be MLS Participants in the sale of the property. **Cooperation is defined as the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients.** Office Exclusive, Open, and Net Listings may not be submitted to the MLS. All listings submitted to IMLS must be signed by the legal owner(s) of the property or by an authorized representative of the owner of the property (such as an REO management company or Bank) prior to submission to MLS. Each listing agreement must include the following:
 - a. **Seller’s consent to submit the listing to the multiple listing service and other syndication and IDX websites.**
 - b. **A disclosure to seller that commissions are fully negotiable and are not set by law or by the MLS.**

MLS Participants should consult with their principal broker, and each office should seek legal advice from a licensed attorney to avoid the unauthorized practice of law when developing or selecting forms.

- 2.2 **MLS Exclusion:** MLS Participants may withhold listings from IMLS only if requested by seller(s) and only if seller(s) sign an MLS Exclusion form (or C.A.R. SELM Form) provided by IMLS and the property is not advertised in any way as described in section 2.3 below. Exclusion forms must be submitted to the MLS Provider by email within (48) hours after all necessary signatures of seller(s) on the listing contract have been obtained.
- 2.3 **Clear Cooperation:** Within one (1) business day of marketing any property located in MLS Service Area to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to: flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, word-of-mouth advertising to any licensee not affiliated with the listing brokerage, and applications available to the general public. This prohibits MLS Participants from taking Office Exclusive or Open Listings if they will be marketed. Listings of properties located outside of MLS Service Area by MLS Participants may be but are not required to be submitted to IMLS.
- 2.4 **Listing Limitations:** IMLS allows submission of listings that may require certain licensing, education designations, or special expertise such as: commercial listings, rentals and leases, sell of time-shares, and the sale of mobile homes on rented lots. Such listings may only be submitted to IMLS by agents who are properly licensed and trained to provide these services. The listing agent should disclose in the Private Remarks any limitations or special requirements to other MLS Participants for these types of listings.
3. **Verification of Listings:** MLS Provider may request a copy of the listing contract and/or other supporting documents (change forms etc.) from any MLS Participant for any listing in order to verify that any specific listing meets the requirements set forth herein, and to ensure that the data entered into the MLS system (including the expiration date) is correct and in compliance with all MLS rules. The requested documents must be emailed to the MLS Provider within 24 hours of the request. Failure to provide the information as requested (or proof of violation of the MLS rules after review of requested documents) is grounds for suspension and/or termination from the MLS.
4. **Required Data:** The Voting Brokers of IMLS control which listing fields are required and any conditions upon those requirements. The listing agent is required to enter all data required by the MLS system and may not intentionally enter false or erroneous data in order to submit the listing without the required information.
- 4.1 **Data Entry Rules:** Following is a list of specific rules related to data entry:
- a. The address (or parcel number if no address exists), list price, and expiration date is required on all listings.
 - b. The public remarks may not contain any contact information or branding to the listing agent or listing office, and may not contain any confidential information the seller(s) would not want disseminated to the public. The listing broker is responsible to make sure that the public remarks do not contain any words or phrases that might violate any federal fair housing or anti-discrimination laws.
 - c. Photos may not contain identifiable person(s).
 - d. Photos may not contain branding (including yard signs) to the listing office or listing agent.
 - e. Unbranded virtual tours accessible as links from the MLS may not contain branding of any kind including: names, email addresses, contact numbers, yard signs, or urls.
 - f. Photos and virtual tours from existing or expired listings may not be used on newer listings of the same property without permission from the original listing agent or listing broker.
- 4.2 **Copyrighted Data:** The listing broker/agent is responsible to ensure that all data including photos submitted to the MLS is copyright free or the original owner or photographer has signed a copyright release before submitting such data to the MLS. Each MLS Participant that submits data to the MLS agrees to defend and hold harmless IMLS, MLS Provider, and every other MLS Participant from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. By submitting data to the MLS, MLS Participants grant IMLS, MLS Provider and their designated licensee(s) a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material submitted to the MLS regardless of the medium, technology, or form in which it is used.

5. **Data Content & Disclaimer:** The listing agent and principal broker are responsible for the accuracy and legal compliance of all data content entered into the MLS for each listing. Such data may not be false or misleading, and should be in compliance with all state and federal laws related to advertising, fair housing, and anti-discrimination. The information published and disseminated by IMLS is communicated, verbatim, without change, as entered by MLS Participant and is not verified by IMLS. Each MLS Participant agrees to hold harmless IMLS, MLS Provider, and all other MLS Participants against any liability arising from any inaccuracy, illegality, or inadequacy of the information entered into the MLS by MLS Participant. The principal broker is encouraged to review each new listing before it is submitted to IMLS and to carry professional liability (E&O) insurance to cover any mistakes or omissions in data entry.

6. **Listing Status.** The listing agent is required to update the correct status of each listing in IMLS within one (1) business day after obtaining all signatures or any other event that would cause the status to change (i.e. cancellation of a pending sale, met or unmet contingencies, etc.) according to the following definitions:

Active: A valid listing contract exists and no offer (with or without contingencies) has been accepted.

Active UnderContract: Offer accepted and either 1) Seller requests that property remain in an On-Market status and is looking for back-up offers, or 2) the sale is subject to court or other third-party approval.

Pending: The Seller has accepted an offer and is not soliciting further offers through the MLS.

Expired: Listings (not under contract) that have passed the expiration date on the listing contract. If listings are not renewed by the expiration date, the MLS system automatically changes the status to expired the day after the expiration date. Expiration dates are confidential in the MLS and can only be seen by those with permission to edit the listing until the status is changed to Expired.

Withdrawn/Hold: Listings that are "Off Market" - but the seller is still under contract with the listing office. The status of Withdrawn listings is automatically changed to Expired in the MLS when the property reaches the expiration date.

Canceled: Listings where the seller has been released from the listing contract and the listing contract has been canceled.

Sold: Listings that have closed escrow, and settlement between buyer and seller is complete.

Rented: Listings that have been rented or leased and are no longer available.

7. **Reporting Changes:** The listing agent is required to update all changes to each listing in IMLS within one (1) business day after obtaining all signatures. This includes any changes in list price, expiration date, commission, or other changes from the original listing agreement. The list price, commission, and expiration date may not be changed in IMLS without prior written approval and signatures from the seller(s).

7.1 Sales Credit: The listing agent is responsible to report all Closed listings to IMLS in a timely manner, to provide the correct sales price and information, and to give proper credit to the buyer office(s) and buyer agent(s) involved in the transaction.

7.2 Suspension or Termination: If an MLS Participant is suspended or terminated from the MLS for any reason, the status of that MLS Participant's On Market listings will be changed to Withdrawn.

8. **Yard Signs:** A "For Sale" sign of the listing broker may only be placed on properties for which the MLS Participant has obtained a listing contract. Yard signs on Expired and Canceled listings should be removed in a timely manner. Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless otherwise authorized by the listing broker. Yard signs are not permitted on any listing that is not in the MLS.
9. **Commissions & Compensation:** All compensation (commissions) paid to the listing broker or to the buyer broker are fully negotiable and are not set by law or by the MLS.
- 9.1 Listing Office Compensation: The Listing Office Commission ("LOC") is the amount that seller has agreed to pay the listing broker/office of the agent representing the seller from seller's proceeds of sale. It can be a flat fee dollar amount or a percentage of the sales price.
- 9.2 Buyer Office Compensation: The Buyer Office Commission ("BOC") is the amount that will be paid to the buyer broker/office of the agent representing the buyer. This amount can be paid by the seller, the buyer, or by a combination of both as agreed upon between buyer and seller. It can be a flat fee dollar amount or a percentage of the sales price. MLS Participants representing a buyer may not receive compensation from any source that exceeds the amount or rate agreed to between the MLS Participant and the buyer.
- 9.3 Compensation Disclosure: Commissions (including BOC) may NOT be entered in IMLS or communicated to MLS Participants of other offices through IMLS. MLS Participants are required to obtain signed agreements from buyer and seller on each transaction prior to closing that discloses the amount of compensation each party has agreed to pay to the listing office/broker and to the buyer office/broker along with a disclosure that broker compensation is fully negotiable and is not set by law or by the MLS.
- In addition to the BOC offered by the seller, seller may choose to offer additional "seller concessions" to buyer. This is an amount that can be applied to any of buyer's closing costs (including buyer's compensation to the buyer's broker) at the sole discretion of the buyer. This information may be disclosed in IMLS, but it is recommended to disclose this outside of IMLS in order to avoid confusion or misuse of IMLS.
- 9.4 Advertising Buyer Office Compensation: BOC may be communicated or advertised outside of IMLS and/or between MLS Participants as long as the source used to communicate BOC does not display BOC amounts for more than a single brokerage/office. Such authorized sources may include: in person, by phone, text message, email, or a website (including an IDX website) that only shows the BOC for listings of a single office. Anywhere that the BOC is displayed publicly, it must contain a disclaimer that: "All commissions are negotiable and are not set by law or by the MLS."
- 9.5 Compensation Disputes: All compensation agreements should be clearly outlined and agreed to in writing by all parties prior to the presentation of an offer. IMLS is not responsible for resolving disputes regarding compensation. However, MLS Participants shall cooperate with each other as needed to help enforce the terms of compensation agreements in listing contracts, buyer broker agreements, purchase agreements (including addendums) and pre-closing and closing documents.
- 9.6 No Rate Controls: MLS Participants (including IMLS) shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by MLS Participants. Further, IMLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating MLS Participants or between Participants and non-Participants.
- 9.7 Exclusions: If a seller wishes to exclude a specific MLS Participant (or office) from compensation, they may do so by providing written notice to the listing agent and to the principal broker of the excluded agent or office prior to the showing of the property by an excluded agent or office. The notice should be specific about the compensation exclusion and clearly ask that the excluded individuals not show the property or submit offers for the property. Such information will remain confidential and shall not be disseminated outside the parties directly involved.

- 10. Showings and Negotiations:** Appointments for showings and negotiations with the seller(s) for the purchase of listed property on the MLS shall be conducted through the listing broker except under the following circumstances:
- The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
 - After reasonable effort, the cooperating broker cannot contact the listing agent, the principal broker, or his or her representative. However, the listing broker, at his or her option, may preclude such direct negotiations by cooperating brokers by so stating in the private remarks of the listing in the MLS.

- 10.1 Buyer Broker Agreements: MLS Participants working with a prospective buyer must enter into a written agreement with each prospective buyer prior to touring a home. Prior to or at the time of presenting an offer, each buyer's agent must obtain a signed agreement with the buyer which includes the following terms:
- A disclosure of the agency relationship between MLS Participant and the prospective buyer.
 - A specific disclosure of the amount or rate of compensation the MLS Participant will receive from either the buyer and/or the seller if the buyer purchases the property, including how this amount will be determined. The compensation amount must be objectively ascertainable and not open ended.
 - A statement explaining that the MLS Participant will not receive compensation from any source that exceeds the amount or rate negotiated in writing between buyer and MLS Participant.
 - A statement explaining that broker fees and commissions are not set by law or by the MLS and are fully negotiable.

MLS Participants should consult with their principal broker, and each office should seek legal advice from a licensed attorney to avoid the unauthorized practice of law when developing or selecting forms.

- 11. 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. All offers must be presented to the seller(s) in the order of date and time they were received. The listing broker shall submit to the seller(s) all written offers until closing unless precluded by law, government rule, and regulation, unless agreed otherwise in writing between the seller(s) 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 any subsequent offers. The listing office must present all offers as soon as possible, after all signatures are obtained.
- 11.1 Buyer Agent Rights: The cooperating broker or his or her representative has the right to participate in the presentation to the seller(s) of any purchase offer or subsequent counter-offers he or she secures unless the seller has requested otherwise in writing. The cooperating broker does not have the right to be present at any discussion or evaluation of that offer by the seller(s) and the listing broker. If the seller 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.
- 11.2 Listing Agent Rights: The listing broker or his or her representative has the right to participate in the presentation of any counter-offer made by the seller to the buyer unless the buyer has requested otherwise in writing. The listing broker does not have the right to be present at any discussion or evaluation of a counter-offer by the buyer. If the buyer 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 buyer's written instructions.
- 11.3 Disclosing Existing Offers: In response to an inquiry by a buyer broker, the listing agent/broker shall disclose the existence of any existing offers on the property and whether or not any of the existing offers were obtained by the listing agent or listing broker. If seller gives written instructions to the listing agent not to disclose existing offers, the listing agent is not required to disclose this information, but must provide a copy of the seller's written instructions to the buyer's agent upon request.
- 12. Listing Advertising:** Except as allowed through IDX or by using a direct link (without images and content) to a detail view of a listing at an MLS provided or approved IDX web-page, MLS Participants are prohibited from advertising properties listed by other MLS Participants without permission from the listing broker or listing agent. Advertising is defined as providing listing information or making listing information available to anyone who has not requested the information or who has not requested the services of the MLS Participant, and includes but is not limited to: direct mail, online or print publications, unsolicited bulk email, and social media posts. Listings of other MLS Participants must clearly display the listing office and any other stipulations set by the listing agent.

- 12.1 Listing Syndication: The MLS syndicates listing data to select third party entities or aggregators for public display and other uses. These syndication partners may only display listing data subject to and in compliance with the terms of their individual agreement(s) with IMLS. The listing agent or listing broker may choose which syndication partners to advertise with based on check box options in the MLS on a per listing basis. In some cases (i.e. ListHub), each principal broker may pre-determine which sub-syndication partners to allow or not allow the publishing of listings for each brokerage. Some settings and options are independent of IMLS, and it is the broker's responsibility to understand and determine how to manage such settings and options.
- 12.2 Statistical Data: Aggregated listing data obtained from the MLS may be used in advertising by all MLS Participants to show market trends or statistical analysis as long as it does not identify other MLS Participants or offices by name and is not used in a false or misleading manner. Any print or non-print form of advertising or other public representation based in whole or in part on information supplied by the MLS must clearly disclose the source of the information and the period of time over which such claims are based.
- 13. Internet Data Exchange (IDX):** Internet Data Exchange (IDX) is the term used to describe the rules and conditions by which MLS Participants may display (either by frames, hyperlinks, or a separate database) MLS listings of other MLS Participants on their own personal or company website(s) and/or mobile apps. Participation in IDX is available to all MLS Participants who are licensed real estate agents or brokers and who consent to the display of their listings by other MLS Participants. Any broker may "opt out" of IDX by providing written notice to the MLS Provider and MLS Participants. If a broker has "opted out" of IDX, that broker and all agents in his or her office may not display the listings of other MLS Participants on any personal or company website or link from a personal or company website to any sites that are considered IDX sites by the MLS. MLS Participants are prohibited from displaying the listings of any agent in an office who has "opted out" of IDX on their IDX websites or mobile apps. Listings where the listing agent has checked [x] No for Internet Display are not included in IDX feeds and may not be displayed on IDX websites. MLS Provider manages all data feeds to third party vendors. Each vendor's use of MLS data is subject to their data content agreement with IMLS. **Sold Listings may be included in IDX data, and may be displayed publicly through IDX.**
- 13.1 IDX Authorization: Each method (website/mobile app) and location (website URL) where listing information obtained from IMLS is displayed or made available to the public must be disclosed to and approved by the MLS in writing before any listing information is displayed publicly. Such disclosures are managed by the MLS Provider using docusign agreements, and may be requested by MLS Participants through the MLS. MLS Participants should regularly review the IDX Disclosure section in the MLS to ensure that each use of IDX has been disclosed and approved.
- 13.2 IDX Rules: The following IDX rules apply to each MLS Participant and to any third party vendors/providers in regards to how IDX listing data is used and/or displayed:
- Wherever IMLS listing data is displayed to the public, the following information must be displayed in a clear and obvious manner and location with each listing: Data Source: **Idyllwild MLS**, Listing ID or MLS #, List Price or Lease Price, Offered by or Listed by, the listing office name, the listing agent name, and the preferred contact phone number or email address of the listing brokerage or listing agent. Clear and obvious is defined as similar font size and color as the primary property information (i.e. list price, address, number of rooms, size of property, etc.) and in a reasonably close location to the primary property information. In the case of a search results or thumbnail view that has a prominent and obvious link to a detail view, the above information would only be required on the detail view.
 - Confidential fields (such as: Private Remarks and How to Show) may not be displayed publicly.
 - Each medium (website/mobile app) that displays listings from IMLS must be branded in a clear and obvious manner to the real estate office (or the office franchise if approved by the MLS) of an active Participant of the MLS. Branding of the office using an image or text must match the office name in the MLS, and it must be visible on every page or screen without scrolling on all devices used to view/display listing data.
 - All inquiries generated by persons with the intent to buy, sell, or lease real estate must be directed ONLY to current active MLS Participants of IMLS.
 - MLS Participants may select the listings they choose to display through IDX based only on objective criteria including such fields as: location, property type, price, etc. Listings may not be filtered based on compensation or buyer office commission.
 - Any phone numbers, links, or contact forms that have the reasonable intent of allowing the end user to contact the listing agent must provide the end user's contact information to the listing agent without delay and without any conditions of payment from the listing agent for the lead/contact information. Buyer's Agent links are allowed as long as it is clear to the user that they are not contacting the listing agent and the Buyer's Agent receiving the inquiry is an MLS Participant.

- g. Listings obtained from this source may not be used to create a client/agent relationship between the end user and a real estate licensee who is not a member of IMLS. Any contact information (including end user's name, phone number, and email address) captured from anyone inquiring about a specific listing obtained from this source may not be provided or shared directly or indirectly (including referrals) with any real estate licensee who is not an active member of IMLS.
- h. No data obtained from this source should be altered, changed, or combined with data from another source. This does not preclude MLS Participants from co-mingling listings from multiple MLS sources to which the MLS Participant may belong. This does not prohibit displaying additional property information from other source(s) as long as the information is separated from the information obtained from this source, and the source of the additional data is identified. Any listing that displays photos must only display images obtained from this source affiliated with the MLS ID of the listing being displayed. Photo watermarks may not be altered, removed, or intentionally hidden.
- i. Wherever listing data is displayed to the public, the following disclaimer must also be displayed: "All listing data obtained from this source is owned and copyrighted by: RealtyPro Solutions, LLC (Idyllwild MLS). Information is provided exclusively for personal, non-commercial use, and may not be used for any purpose other than to identify prospective properties consumers may be interested in renting or purchasing. All information (including measurements) is provided as a courtesy estimate only and is not guaranteed to be accurate. Information should not be relied upon without independent verification."
- j. Contact information (including agent phone numbers and email addresses) obtained from this feed may not be shared with third parties or used by MLS Participant or IDX Vendor for any other reason other than to allow potential buyers and sellers (end users) the ability to contact the agent regarding a specific listing.
- k. MLS Participants may (but are discouraged from) displaying the seller's offer of compensation to the buyer office; however, no IDX website shall display the seller's offer of compensation for more than a single office, and only for the office of the IDX participant approved for the IDX website. If an offer of compensation is displayed, it must be labeled as "Buyer Office Commission (BOC)" or "Buyer Broker Commission (BBC)" and must contain the following disclaimer: "Offers of compensation are negotiable and are not set by law or by the MLS."
- l. All data (including photos) obtained from this source that is displayed publicly must be refreshed (checked for changes and updated if applicable) at least once every 48 hours (recommended at least daily). All listing data (including photos) obtained from this source must be removed from public display with 7 days from the time the listing is no longer provided in the data feed.
- m. If MLS Participant or IDX Vendor is ever notified by Licensor to cease the public display of one or more listings or photos of a listing where listing data was obtained from this source, Licensee/Vendor agrees to remove such listing data from public display within 3 days (or sooner if possible) of any such notice.

14. Brokerage Back Office (BBO): Brokerage Back Office "BBO data" is the term used to describe the rules and conditions by which MLS Participants may use MLS data internally within the brokerage. MLS Provider manages BBO data feeds to third party vendors. Each vendor's use of BBO data is subject to their data content agreement with IMLS. MLS Participants may not scrape or export BBO data directly from the MLS. **BBO feeds include off market and sold listings and listings marked "No" for Internet advertising; however, such listings may not be displayed publicly.** Common BBO Uses include: statistical analysis reports, property valuation tools (CMA's), Customer relationship management (CRM) tools, and other agent production and market analysis software and tools. Any aggregated BBO data displayed publicly must comply with MLS rules section 12.2. Individual listings from BBO data feeds may not be displayed publicly (including on websites or mobile apps), and may only be provided or made available to individuals who are MLS Participants or who are clients or customers of MLS Participants that have requested to receive the information. BBO Data may not be provided or made available to members of the same office or franchise that are not MLS Participants.

15. Virtual Office Websites (VOWs): 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. The main difference between VOW and IDX websites is that a VOW website may contain listings that are not allowed in IDX. For that reason, the VOW rules are much stricter than IDX rules.

- 15.1 VOW Rules: Any MLS Participant who operates a VOW website is required to comply with the following VOW Rules:
- a. The VOW listing data may not be used for any other purpose other than to help established clients of the MLS Participant rent, buy, or sell real estate. It must be made available to other MLS Participants for the purpose of transparency in verifying compliance with these rules.
 - b. No person besides other MLS Participants may access VOW listings without first establishing a broker-consumer (client-agent) relationship with the MLS Participant either by physically signing a Buyer Agency agreement or by accepting the terms of a Buyer Agency agreement on the VOW website, and each client must log in to the VOW website with a unique, secure username and password before being able to view VOW listings.
 - c. All VOW websites (including the method and terms of the Buyer Agency Agreements being used) must be disclosed to and approved by IMLS prior to displaying any VOW listings.
 - d. All other rules which apply to IDX apply to VOW regarding disclaimers, use, and display of listing data.
 - e. MLS Participant operating a VOW website must maintain a list of all individuals who have access to VOW listings from the VOW website. This list must include the user's first and last name, phone number or email address, and the date they accepted the buyer agency terms – or if they are an MLS Participant the date they were given access. This list must be made available to IMLS upon request for purposes of verifying compliance with these rules.
- 16. MLS Participant Responsibilities & Prohibitions:** All MLS Participants are required to abide by state law in the performance of their duties as real estate professionals. Additionally, MLS Participants are required to comply with the following conditions and restrictions:
- 16.1 Agency Disclosure: MLS Participants working with prospective seller(s) or prospective buyer(s) should discuss the agency relationship between the MLS Participant and the customer or client as soon as possible, and must disclose the agency relationship in writing at the time of or before signing a listing agreement with a seller and at the time of or before preparing or presenting an offer to purchase or lease for a buyer. If an agent is acting as a limited or dual agent, the duties owed to the client including limitations to representation must be disclosed in writing to both parties at the time of or before an offer is presented or accepted.
- 16.2 Disclosure of Principal: MLS Participants are required to disclose in the public remarks of each listing any ownership interest MLS Participants may have in the listing. If a property is listed by an MLS Participant that is owned by a person related to the MLS Participant, that should also be disclosed in the public remarks or private remarks of the listing. If an MLS Participant is acting as a principal to buy any property listed in the MLS, that interest should be disclosed to the listing broker and seller(s) no later than the time an offer to purchase is submitted to the listing broker.
- 16.3 Disclosure of Short Sale: MLS Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) in the MLS.
- 16.4 Solicitation of Listed Properties: Participants shall not solicit a listing of a property that is Active, Active-No Show, Pending-Show, Pending-No Show or Withdrawn unless such solicitations are consistent with Article 16 of the REALTORS[®] Code of Ethics, its Standards of Practice, and its Case Interpretations.
- 16.5 Services Advertised as "Free": MLS Participants must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the Participant or subscriber will receive no financial compensation from any source for those services.
- 16.6 Use of Term MLS: MLS Participants, subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS.
- 16.7 MLS of Choice: Under certain conditions, IMLS provides a no-cost waiver of MLS fees for any licensee who meets the qualifications for such a waiver outlined in a certification of non use agreement. Agents excluded from payment must demonstrate that they belong to another MLS in good standing and that they will not use IMLS in any way. If any licensee affiliated with the principal broker violates the terms of the certificate of non use, the broker shall incur penalties and/or termination of the waiver as outlined in the certificate of non use.

16.8 No Filtering of Listings: Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers and clients based on the existence or level of compensation offered to the cooperating broker or the name of a listing brokerage or agent.

17. **Compliance:** It is the desire and intent of IMLS that all MLS Participants cooperate with each other in good faith to abide by the bylaws and rules of IMLS without the need for penalties and fines. MLS Participants may notify the listing agent and listing broker of any listing data errors or MLS rule violations related to a specific listing using the "Report an Error" feature in the MLS. The intent of this feature is to correct errors or violations as soon as possible without the need for fines and/or penalties. If an MLS Participant fails to correct listing errors in a timely manner, fails to correct a known rule violation, or repeats the offense, the following procedures allow for the discipline, fines, and/or suspension or termination from IMLS:

- a. Any MLS Participant may file a formal complaint by email or written letter with the MLS President stating the name of the MLS Participant and the specific rule that was violated along with any evidence of the violation.
- b. The MLS president shall notify the MLS Participant of the alleged rule violation in writing by email or letter and give them an opportunity to respond in writing by email or letter within 7 days with an admission or denial of wrong doing. Failure to respond within 7 days shall be considered an admission of the violation for disciplinary and fining purposes.
- c. The voting brokers shall select at least 3 and no more than 7 MLS Participants who are authorized to participate in MLS rules panels to review all alleged violations. The MLS president conducts rule violation hearings, but is not allowed to be on the panel.
- d. If MLS Participant denies that a violation has occurred, members of the MLS rules panel shall conduct a hearing in person or virtually (i.e. Zoom) to review all pertinent facts, and to vote based on the evidence presented whether or not a violation of the rules has occurred. A majority vote of those on the panel is needed to confirm a violation. At least 3 panel members must be present to conduct a hearing.
- e. If MLS Participant admits to the violation or if they are found to have been in violation of the rules by the majority vote of the Voting Brokers present on the hearing panel, the following actions will be taken:
 - If a dollar value is specified in the rule:
 - The fine shall be assessed without warning.
 - If a dollar value is not specified in the rule:
 - First offense: Warning letter
 - Second offense: \$250 fine
 - Additional Offenses: \$500 fine (plus possible suspension or termination from MLS). The voting brokers (not the hearing panel) shall make all final decisions by majority vote regarding suspensions or terminations from the MLS.
- f. The MLS president shall notify MLS Provider of any fines resulting from this process and/or any suspensions or termination actions by Voting Brokers, and MLS Provider shall assess fines and/or carry out suspensions or terminations as instructed as long as it is clear that the process has been followed as outlined herein.
- g. Unless otherwise agreed, MLS Provider shall collect and keep any penalty fines for MLS rule violations.
- h. The principal broker of each office is responsible to either guarantee payment of all fines for agents affiliated with the office or to terminate any agent who is unwilling or unable to pay their fines for MLS rule violations within 30 days of notice of the violation ruling from the hearing panel.
- i. The MLS president or secretary shall keep a record of all formal complaints, hearings, warning letters, and fines. MLS Provider shall keep a record of all payments received from fines.

Note: MLS Provider may suspend or terminate MLS access to any MLS Participant without a recommendation from the Voting Brokers for non payment of MLS dues (including fines and/or late fees) or for any violation of the terms of the Service Agreement(s) between MLS Provider and MLS Participants.