

METROLIST INC.
The Real Source™

Multiple Listing Service

Rules & Regulations

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DEFINITIONS

MULTIPLE LISTING SERVICE: The Multiple Listing Service, hereinafter called MLS, is a means by which authorized Participants make blanket unilateral offers of cooperation and compensation to the other Participants acting as buyer agents, or in other agency or non-agency capacities defined by law; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals and other valuations of real property; by which Participants engaging in real estate appraisal contribute to common data bases; and is a facility for the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of sale (or lease).

METROLIST, INC.: A Colorado corporation jointly owned by the six Metro Denver Area Associations of REALTORS® (Aurora, Denver, Douglas/Elbert, Jefferson County, North Metro Denver and South Metro Denver) to provide MLS products and services.

PARTICIPANT: Any principal, partner, corporate officer, or branch manager acting on behalf of the principal, without further qualification, may be eligible to participate in the MLS upon agreeing in writing to conform to the MLS Rules and Regulations thereof, sign a current Metrolist Participation Agreement, and to pay the costs incidental thereto. However, under no circumstances is any individual or firm entitled to MLS or "Participation" unless he or she holds a current, valid Colorado real estate broker's license and is capable of offering and accepting cooperation and compensation to and from other Participants or is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited.

USER: In addition to the Participant, any non-principal broker, sales licensees, and licensed and certified real estate appraisers affiliated with a Participant, Participant's affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under the direct supervision of a Participant. User's access is subject to the MLS Rules and Regulations, the payment of applicable fees and charges, and the limitations and restrictions of state law. The affiliated Participant shall be responsible for its Users as stated in the MLS Rules and Regulations, the Metrolist Participation Agreement, and any other Metrolist agreements.

SHAREHOLDERS: The six (6) Metro Denver area Associations of REALTORS® (Aurora, Denver, Douglas/Elbert, Jefferson County, North Metro Denver and South Metro Denver).

MLS SERVICE CENTER: A facility other than the Metrolist, Inc. corporate offices that provides personnel, office equipment and supplies, office space for an MLS book library, computer and printer for on-line access, and services for Participants.

INTERNET DATA DISPLAY (IDX): Internet Data Exchange (IDX) is an arrangement by which Participants agree to share active listing information with other Participants for the purpose of Internet advertising.

VIRTUAL OFFICE WEBSITES (VOWS): VOW means a Participant's Internet website (and, where authorized, websites of Users affiliated with Metrolist) through which consumers receive real estate brokerage services, including the opportunity to search for MLS data subject to the Participant's oversight, supervision and responsibility.

SUBMISSION TO MLS: Proper submission deadlines and requirements shall be met by filing the information with the MLS or by entering the information into the computer system by the "Broker Load" system.

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LISTING PROCEDURES

Section 1.0:

LISTING PROCEDURES: All written Exclusive Right to Sell Residential Listings, including those under contract, shall be submitted to the MLS within 48 hours (weekends and holidays excluded) after all required contractual signatures have been obtained. The MLS will only accept written Exclusive Right to Sell, Exclusive Agency and Buyer Agent listings.

Section 1.1:

LISTINGS SUBJECT TO MLS RULES AND REGULATIONS: Any listing to be filed with the MLS, regardless of service level provided, shall be subject to the MLS Rules and Regulations upon signature of the seller(s).

NOTE 1: Exclusive Right to Sell and Exclusive Agency listings with named prospects exempted must be denoted by the proper symbol. Care should be exercised to ensure that the appropriate different codes are used to denote exclusive agency and exclusive right to sell listings with prospect reservations.

NOTE 2: The MLS does not regulate the type of listings its Participants may take. This does not mean that the MLS must accept every type of listing. The MLS 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 Participants free to accept such listings to be handled outside the MLS.

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

- 1) Residential
- 2) Residential Income
- 3) Subdivided Vacant Lot
- 4) Land and Ranch
- 5) Business Opportunity
- 6) Motel-Hotel
- 7) Mobile Homes (if includes real property)
- 8) Mobile Home Parks
- 9) Commercial Income
- 10) Industrial

Section: 1.1.A

LIMITED SERVICE LISTINGS: Limited Service Listings: Listing agreements under which the listing broker **will not provide** one, or more, of the following services:

1. Arrange appointments for cooperating brokers to show the listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
2. 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);
3. Assist the seller(s) in developing, communicating, or presenting counter-offers; or
4. Participate on the seller(s) behalf in negotiations leading to the sale of the listing property

Will be identified with an appropriate code or symbol (e.g. "LR" or "LS") 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 the listing brokers' clients, prior to initiating efforts to show or sell the property.

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Section: 1.1.B:

ENTRY ONLY LISTINGS: Listing agreements under which the listing broker **will not provide** any of the following services:

1. Arrange appointments for cooperating brokers to show the listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
2. 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);
3. Assist the seller(s) in developing, communicating, or presenting counter-offers; or
4. Participate on the seller(s) behalf in negotiations leading to the sale of the listing property

Will be identified with an appropriate code or symbol (e.g. "EO") 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 the listing brokers' clients, prior to initiating efforts to show or sell the property

Section 1.2:

DETAIL ON LISTINGS FILED WITH THE SERVICE: A Property Data Form, when filed with the MLS by the listing broker, shall be completed as specified on the Property Data Form.

Section 1.3:

EXEMPTED LISTINGS: If the seller refuses to permit a listing to be filed with the MLS, the seller shall indicate on the listing agreement that seller does not desire the listing to be disseminated by the MLS.

Section 1.4:

CHANGE TO LISTING INFORMATION: Any change in the MLS listing information shall be reported to the MLS within 24 hours excluding weekends and holidays after the authorized change is received by the listing broker.

Section 1.5:

WITHDRAWAL OF LISTING PRIOR TO EXPIRATION: Listings of property may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement. Should the same listing broker re-submit a listing within thirty (30) days, which had been withdrawn prior to expiration, the previous contract's list date must be entered.

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

Section 1.6:

CONTINGENCIES APPLICABLE TO LISTINGS: Any contingency or conditions of any term in a listing shall be specified and noted to the Participants upon initial communication with the listing agent.

Section 1.7:

LISTING PRICE SPECIFIED: The full gross listing price shall be stated in the listing contract. The listing price must include only those amenities, both real and personal property, included in the listing features and descriptions.

Section 1.8:

SQUARE FOOTAGE SPECIFIED: There are (3) three mandatory square foot fields: "square feet", "finish sq ft tot" and "total sq ft". The "square feet" field includes the square feet of the main, upper and lower levels. When lower level is included in the "square feet" field, the type of lower level must be identified. The "finish sq ft tot" field includes all finished main, upper, lower and basement square footage. "Total sq ft" includes all areas, main, upper, lower, and basement regardless if the area is finished or not.

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Section 1.8.1:

SQUARE FOOTAGE LEVELS DEFINED:

- Main level: Entrance at front grade or partially above front grade
Upper level: All level(s) above main level (e.g. 2nd, 3rd, etc.)
Lower level: Level(s) below main level that are partially below grade
(e.g. bi-level, tri-level, raised ranch, garden level and walkout)
Basement: Any level that is completely below grade
(e.g. standard, traditional and cellar windows are below grade)

Section 1.9:

LISTING REMARKS:

Public Remarks are for viewing by the general public, including, but not limited to Internet Sites, brochures, fliers, etc. Broker Remarks shall only be viewed by Participants or Users. Participants and Users have the option to input information in the Public Remarks section and in the Broker Remarks section when listing property in the MLS database. Participants and Users shall at all times comply with these MLS Rules and Regulations and with all federal, state, and local laws and regulations including, but not limited to, fair housing laws and all applicable anti-discrimination laws when inputting such remarks in the MLS database. Participant and User shall not display any self-serving advertising, third-party advertising or banners at any time in the Public Remarks section or in the Broker Remarks section of the MLS database. Public Remarks shall include only descriptive adjectives describing the listed property. If information is inputted in the Remarks sections, Participant and User shall provide information only about the particular property being listed. Web site addresses pertaining to the property may only be entered in the Broker Remarks.

Section 1.10:

LISTING MULTIPLE UNIT PROPERTIES: All properties, which are to be sold separately, must be listed individually except that multiple properties of like nature such as subdivision sites, new and newly constructed units may be filed as a single listing. When part of a listed property has been sold, the sale should be reported as a "Sold Before Published."

Section 1.11:

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

The broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the broker and his or her client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the listing agreement.

The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker in his or her offer of cooperation, and is not fixed, controlled, recommended or maintained by any persons other than the listing broker and the cooperating broker.

Section 1.12:

EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS: Any listing submitted to the MLS automatically expires on the date specified in the agreement unless renewed by the listing broker and notice of renewal or extension is submitted to the MLS. No verbal extension or renewal of listings may be entered into the system.

Should the same listing broker extend, renew, refresh or re-submit an expired listing within thirty (30) days, the previous contract's list date must be entered.

Section 1.13:

TERMINATION DATE ON LISTINGS: Listings filed with the MLS shall bear a definite and final termination date as negotiated between the listing broker and the seller. The termination date shall not be revealed to any Participant or published in any form.

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Section 1.14:

JURISDICTION: Only listings of the designated types of property located within the jurisdiction of the Denver Metropolitan area Associations of REALTORS® or participating Associations of REALTORS® are required to be submitted to the MLS. Such listings may also be submitted to any other listing service entity. Listings of property located outside of the Associations' jurisdictions will be accepted if submitted voluntarily by a Participant, but shall not be required by the MLS.

Section 1.15:

LISTINGS OF SUSPENDED PARTICIPANT: When a Participant is suspended from the MLS or from any Association of REALTORS®, if applicable, or both, for failing to abide by the MLS Rules and Regulations or for failing to abide by a duty of membership in a Association of REALTORS® (e.g., violation of the Code of Ethics, Association Bylaws, or other membership obligation), if applicable, except for failure to pay appropriate dues, fees or charges, all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the MLS until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the MLS or from any Association of REALTORS®, if applicable, or both, for failure to pay appropriate dues, fees or charges, Metrolist, Inc. is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, five (5) days prior to the date of the intended removal so that the suspended Participant may advise his or her clients. Whenever suspension is a result of the loss of membership in an Association of REALTORS®, the Participant shall have five (5) days from the suspension to apply for participation in the MLS as a non-REALTOR® and pay all appropriate dues, fees or charges.

Section 1.16:

LISTINGS OF EXPELLED PARTICIPANT: When a Participant is expelled from the MLS or from any Association of REALTORS®, if applicable, or both, for failing to abide by the MLS Rules and Regulations or for failing to abide by a duty of membership in a Association of REALTORS® (e.g., violation of the Code of Ethics, Association Bylaws, or other membership obligation), if applicable, except for failure to pay appropriate dues, fees or charges, all listings currently filed with the MLS by the expelled Participant shall, at the Participant's option, be retained in the MLS until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the MLS or from any Association of REALTORS®, if applicable, or both, for failure to pay appropriate dues, fees or charges, Metrolist, Inc. 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, five (5) days prior to the date of the intended removal so that the expelled Participant may advise his or her clients. Whenever expulsion is a result of the loss of membership in an Association of REALTORS®, the Participant shall have five (5) days from the expulsion to apply for participation in the MLS as a non-REALTOR® and pay all appropriate dues, fees or charges.

Section 1.17:

LISTINGS OF RESIGNED PARTICIPANTS: When a Participant resigns from the MLS, Metrolist, Inc. 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 the MLS, the resigned Participant should be advised in writing five (5) days prior to the date of the intended removal so that the resigned Participant may advise his or her clients.

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SELLING PROCEDURES

Section 2.0:

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

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

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

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, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Section 2.3:

RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER: The cooperating broker, or his or her representative, has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. The cooperating broker 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 COUNTEROFFERS: The listing broker or his or her representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. The listing broker does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counteroffer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.5:

REPORTING STATUS CHANGE/SOLD INFORMATION TO THE MLS:

Any change in status other than sold shall be reported to the MLS within 24 hours excluding weekends and holidays.

Section 2.5.1:

An acceptance of a Contract to Buy & Sell Real Estate with "First Right of Refusal" language may be left in Active status, but must have the "First Right of Refusal" field entered within 24 hours of contract acceptance. Any listing in Active status must be available for showings. Once the contingency is removed the status must be changed to Under Contract status within 24 hours excluding weekends and holidays.

An acceptance of a Contract to Buy & Sell Real Estate without "First Right of Refusal" language must be

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changed to Under Contract status within 24 hours of contract acceptance. If the Under Contract listing is available for showing then the "Backup" field may be used. Any listing in Backup status must be available for showings. Only Under Contract status may use the "Backup" field.

Section 2.5.2:

Sold information shall be reported within three business days after the sale to the MLS by the listing broker. Sold information shall be reported only once and in the area designated by MLS boundaries. Required Sold fields are as follows: Under Contract Date, Sold Price, Sold Term, Selling Company ID, Sold Agent ID, Sold Date, Seller Down Payment Assist, Concession Type, Concession Amt and Seller Type.

- a. Selling office ID and Sold Agent ID must be placed in the appropriate MLS fields.
- b. Sold price shall reflect contract price only, corresponding with the documentary fee reported to the county. All amenities, both real and personal property must be included in the sold listing if such property is included in the sale price.
- c. Listing price may not be altered to conform with sales price unless a price change was authorized by seller on listing contract prior to sale; or unless real or personal property was added to or subtracted from the listing.
- d. Sale Concessions as well as Seller Paid Down-Payment Assistance (equal to the contribution made by the seller for down payment assistance) must be reported in the appropriate fields. Sale Concessions are defined as: a) cash or cash allowances not escrowed, given by the Seller to the Buyer at closing, b) Seller's payment of transaction cost customarily paid by the Buyer, c) other personal items of value (over 1% of the sales price) included in the contract, given by the Seller to the Buyer.

Section 2.5.3:

Personal and/or company advertisements are prohibited in the MLS database.


Section 2.5.4:

When a firm changes ownership and a new office ID is assigned, the original office ID for the firm must remain on listings sold prior to the change in ownership.

Section 2.6:

ADVERTISING OF LISTINGS FILED WITH THE MLS: Any listing, other than a sold listing, shall not be advertised by any Participant or User, other than the listing broker, without the prior consent of the listing broker. A Participant may advertise other Participants' listings on the Internet only with the prior consent of the listing broker; or only after signing the Internet Data Exchange (IDX) Agreement, a document separate from these Rules and Regulations, and only in accordance with the provisions detailed in the IDX Agreement. Only the listing broker or cooperating broker (selling broker) may claim to have "sold" the property.

Section 2.7:

USE OF MLS LOGO IN ADVERTISING: The official registered Multiple Listing Service logo () is the property of the National Association of REALTORS® may not be used by a non-REALTOR® Participant or User, to represent them as holding REALTOR® membership. Any violation of this Section 2.7 shall subject the non-REALTOR® Participant or User to suspension or expulsion from the MLS and to liability for violation of applicable trademark and copyright laws.

Section 2.8:

REPORTING CANCELED CONTRACTS: When a property is held by the MLS under the classification "Under Contract" and that contract fails, the Participant shall make the appropriate changes with the MLS within 24 hours.

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PROHIBITIONS

Section 3.0:

INFORMATION FOR PARTICIPANTS AND USERS ONLY: Any listing filed with the MLS shall not be made available to any non-Participant without the prior consent of the listing broker. A Participant may display other Participants' listings on the Internet only with the prior consent of the listing broker; or only after signing the VOW or Internet Data Exchange (IDX) Agreements, documents separate from these Rules and Regulations, and only in accordance with the provisions detailed in the VOW or IDX Agreements.

Section 3.1:

"FOR SALE" SIGNS: Only the "For Sale" signs of the listing broker may be placed on the property.

Section 3.2:

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

DIVISION OF COMMISSIONS

Section 4.0:

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

NOTE 1: In filing a property with the MLS, the Participant is making blanket unilateral offers of cooperation to the other Participants, regardless of the service level offered, and shall therefore specify on each listing filed with the MLS, the compensation being offered to the other Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. *See Notes 2, 3 and 4 below.

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as 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 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 producing 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 MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a definite dollar amount. The MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in the listing contract, and the MLS shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The MLS shall not disclose in any way the total commission negotiated between the seller and the listing broker.

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***NOTE 2:** The compensation specified on listings filed with the MLS shall appear in one of two forms. The essential and appropriate requirement by the MLS 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 their producing 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.

***NOTE 3:** The listing broker may, from time to time, adjust the compensation offered to other Participants for their services or the compensation offered to buyer agents with respect to any listing by advance published notice in the MLS so that all Participants will be advised in advance of their producing an offer to purchase.

***NOTE 4:** The MLS shall make no rule on the division of commissions between Participants and non-Participants. This should remain solely the responsibility of the listing broker.

Section 4.1:

PARTICIPANT AS PRINCIPAL: If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant has any interest in property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest on the Property Data Form when the listing is filed with the MLS and such information shall be specified to all Participants upon initial communication with the listing agent.

Section 4.2:

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 4.3:

DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS: The existence of a dual or variable-rate commission arrangement (e.g., 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 5.0:

FEES: Participation fees shall be in such amounts as may be from time to time determined by Metrolist, Inc.

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COMPLIANCE WITH RULES

Section 6.0.

COMPLIANCE WITH RULES: The following action may be taken for noncompliance with the rules:

1. For failure to pay any service charges and/or fees, Participation in the MLS shall be suspended until charges and/or fees are paid in accordance with Metrolist, Inc.'s payment policies.
2. For failure to abide by the Internet Data Exchange (IDX) Agreement, or for failure to abide by Sections 2.6, 3.0, 9.1, 9.2 or 10.0 of these Rules and Regulations as they apply towards Internet display of listings, sanctions will apply as specified in Section 6.3.
3. For failure to comply with any other rules, the provisions of Section 6.2 apply.

Section 6.1:

APPLICABILITY OF RULES TO PARTICIPANTS AND USERS: Participants, Users, licensees (including licensed and certified appraisers) affiliated with a Participant, principal brokers, non-principal brokers, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these MLS Rules and Regulations and may be disciplined for violations thereof provided the Participant has signed a Metrolist Participation Agreement or other agreement acknowledging that access to and use of MLS information by the Participant and any associated Users is contingent on compliance with the MLS Rules and Regulations. Further, failure of any Participant, User or licensee affiliated with a Participant to abide by the MLS Rules and Regulations and/or any sanction imposed for violations thereof can subject the Participant to the same discipline or other discipline consistent with the MLS Rules and Regulations and all applicable agreements. This provision does not eliminate the Participant's ultimate responsibility and accountability for all Users affiliated with the said Participant.

Section 6.2:

ENFORCEMENT OF MLS RULES: Any complaint concerning an alleged violation of the MLS Rules and Regulations must be in writing and will be submitted to the Metrolist MLS Rules and Regulations Committee, hereinafter referred to as the MLS Rules and Regulations Committee.

1. The MLS Rules and Regulations Committee shall consider all written complaints having to do with a violation of the MLS Rules and Regulations. Complaints on the completeness or accuracy of sold information filed with the Multiple Listing Service may only be considered by the MLS Rules and Regulations Committee if filed within 180 days from the property closing date.
2. If the alleged offense is a violation of the MLS Rules and Regulations by a Participant, and does not involve a charge of alleged violation of one or more Standards of Conduct as set forth in Section 13 of the MLS Rules and Regulations or request for arbitration, it may be administratively considered and determined by the MLS Rules and Regulations Committee. If a violation is determined, the MLS Rules and Regulations Committee may direct the imposition of sanction, provided the recipient of such sanction may request review of it pursuant to Sections 6.4, 6.5 or 6.6, whichever may apply. Alleged violations of one or more Standards of Conduct as set forth in of Section 13 of the MLS Rules and Regulations or requests for arbitration shall be referred by the MLS Rules and Regulations Committee for processing in accordance with the Professional Standards Procedures outlined in the National Association of REALTORS® Code of Ethics and Arbitration Manual. Metrolist, Inc., in its sole discretion, shall select the appropriate entity for the Professional Standards Process or for arbitration.

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3. When the MLS Rules and Regulations Committee determines that a violation of the MLS Rules and Regulations has occurred, the Committee shall send a letter to the Participant, copied to the User (when applicable), to request correction of the violation. An administrative fee of \$25.00 per listing will be assessed to the Participant and added to the next monthly MLS bill. If the correction is not made within ten (10) days of the date the letter is mailed, a penalty/fine of \$100.00 shall be assessed to the Participant and added to the next monthly MLS bill. Additional assessment(s) shall be made to the Participant for each subsequent thirty-day period that the violation continues without correction as detailed below. Any such assessment shall be due and payable under the same terms and conditions as set for monthly MLS bills.
 - a. Initial sanction assessed after 10 days (as indicated above) or for a repeat violation as described in Section 6.2.4: \$100.00
 - b. Second sanction assessed after the first 30-day period: \$250.00
 - c. Third sanction imposed after the second 30-day period: \$500.00
 - d. The matter is then referred to the MLS Rules and Regulations Committee for further action.
4. A repeat violation is defined as a second violation of a particular rule by the same Participant or User on separate occasions within a six-month period. The first occurrence of a violation by the same Participant or User, regardless of the number of listings involved, constitutes one violation.
5. Participants and Users shall be notified upon receipt of the first violation letter, that if a future violation occurs relative to the original violation, no grace period will apply for the next six months, and the initial fine of \$100.00 will be immediately assessed and added to the next monthly MLS bill. Any such assessment shall be due and payable under the same terms and conditions as set for monthly MLS bills. Repeat offenders, failure to comply, or to respond in writing may also result in termination of Participation in the MLS at the discretion of the MLS Rules and Regulations Committee. Metrolist, Inc. may, in its sole discretion, deny service to any Participant or User who has violated the Standards of Conduct, as set forth in Section 13 of the MLS Rules and Regulations, when such a violation has resulted in Declaratory Judgment being entered by any Court of competent jurisdiction.
6. The MLS Rules and Regulations Committee delegates to the Committee Chair authority to immediately send a letter to the Participant, copied to the User (when applicable), when a written complaint is made for an MLS alleged violation including but not limited to the following:
 - a. No compensation.
 - b. All written Exclusive Right to Sell Residential Listings, including those under contract, not submitted to the MLS within 48 hours (excluding weekends and holidays).
 - c. Personal and/or company advertisements in the MLS database.
 - d. Selling Broker I.D. number not in the Sold ID field.
 - e. Incorrect status reporting.
 - f. Mass advertisement flyers.
 - g. Mobile homes without real property.
 - h. Total square footage including basement square footage.
 - i. Inaccurate data reporting
 - j. Others as may be approved by the Committee.
7. Written MLS complaints, other than the above listed alleged violations, or for failure to respond to a violation letter sent by the Chair, will be considered by the MLS Rules and Regulations Committee at a duly called meeting.
8. Sold data reported incorrectly may be corrected by Metrolist, Inc. and a processing fee assessed.

Section 6.3:

SANCTIONS RELATIVE TO INTERNET DISPLAY OF LISTINGS: For failure to abide by the Internet Data Exchange (IDX) Agreement, or for failure to abide by Sections 2.6, 3.0, 9.1, 9.2 or 10.0 or 11 of these Rules and Regulations as they apply towards Internet display of listings, regardless of the nature of the violation, the following sanctions will apply:

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1. A violation of the IDX Agreement is defined as a single offense regardless of the number of listings affected. For example, if a required field is not displayed, a single offense has occurred, regardless of the number of listings affected. If a required disclaimer is not displayed, a separate single offense has occurred, regardless of the number of listings affected.
2. The first offense will result in a written warning (by certified mail, fax and e-mail), and demand that the violation be corrected within five (5) business days from the date the written warning was sent. If the Participant has not signed the IDX Agreement, the warning will include a demand to cease displaying on the Internet listings obtained from Metrolist. Failure to comply constitutes a second offense.
3. A second offense, defined as a repeat of a first offense or failure to remedy a first offense, will result in written notification (by certified mail, fax and e-mail) of a fine of One Thousand Dollars (\$1,000.00), and a demand that the violation be corrected within five (5) business days from the date the written notification was sent. If the Participant has not signed the IDX Agreement, the notification will include a demand to cease displaying on the Internet listings obtained from Metrolist. Failure to comply constitutes a third offense.
4. A third offense, defined as a repeat of a second offense or failure to remedy a second offense, will result in written notification (by certified mail, fax or e-mail) of a fine of Five Thousand Dollars (\$5,000.00) and a demand to cease displaying on the Internet listings obtained from Metrolist. Additionally, if the Participant has signed the IDX Agreement, the IDX Link or FTP password will be disabled, and the Participant's listings will be excluded from the IDX Database.
5. Violations of different sections of the IDX Agreement will constitute first offenses for those violations, except that no more than a total of five (5) violations of any sections of the IDX Agreement may occur within a 12 (twelve) month period. Upon notification (by certified mail, fax or e-mail) of the fifth violation of the IDX Agreement, access to the IDX Database will be suspended or terminated for no less than thirty (30) days nor more than one (1) year; termination of IDX Database access shall be for a stated period of one (1) to three (3) years as determined by the MLS Rules & Regulations Committee, the IDX Link or FTP password will be disabled, and the Participant's listings will be excluded from the IDX Database.

Section 6.4:

REVIEW OF IDX DATABASE TERMINATION: Written request for a hearing may be made at any time to the Metrolist Board of Directors for reinstatement to access the IDX Database, and will be considered by the Board of Directors at their next regularly scheduled meeting. However, under no circumstances will the Participant be reinstated access to the IDX Database until a waiting period of one hundred twenty (120) days has passed from the IDX Database termination date. Reinstatement shall be in the sole discretion of the Metrolist Board of Directors.

Section 6.5:

REVIEW OF A SANCTION IMPOSED: A Participant may contest any sanction imposed by the MLS Rules and Regulations Committee.

1. Any request for a hearing to review a sanction imposed by the MLS Rules and Regulations Committee must be made by the Participant broker in writing to the Chairman of the MLS Rules and Regulations Committee within 21 (twenty-one) days of the sanction. The written request for a hearing must state a reason for seeking the review.
2. The MLS Rules and Regulations Committee shall review the request at their next regularly scheduled meeting. The Participant may appear before the Committee and make a presentation of no more than 30 minutes to state his or her reasons for requesting the review.
3. If the request for a hearing is denied by the MLS Rules and Regulations Committee, the Participant may further request review of the decision by Metrolist's Board of Directors. The request must be made by the Participant broker in writing to the Chairman of the Board of Metrolist within 21 (twenty-one) days of the decision of the MLS Rules and Regulations Committee. The written request for a hearing must state a reason for seeking the review.
4. The matter shall be processed in accordance with the Professional Standards Process outlined in the National Association of REALTORS® Code of Ethics and Arbitration Manual. Metrolist, Inc., in its sole discretion, shall select the appropriate entity for the Professional Standards Process.
5. Failure of a Participant to appeal within the time limitations set forth above shall result in a complete waiver of the Participants' rights to request a hearing to review the matter.

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Section 6.6:

REVIEW OF A DECISION OR INTERPRETATION OF THE RULES: Upon receipt of a letter advising a Participant of a possible rule violation, the Participant may request review of a decision or interpretation of the rule by the MLS Rules and Regulations Committee.

1. Any request for a hearing to review a decision or interpretation of the rules by the MLS Rules and Regulations Committee must be made by the Participant in writing to the Chairman of the Board of Metrolist, and must be made within the ten (10) days of the date of the violation notification letter. In the case of a letter alleging violation of Internet Display of listings, a written request to review the decision or interpretation must be made within five (5) days of the date of the violation notification letter. The written request for a hearing must state a reason for seeking the review. Failure of a Participant to request a hearing within these time limitations shall result in a complete waiver of the Participant's rights to request a hearing to review the matter.
2. During this review process, the Participant must comply with the MLS Rules and Regulations Committee's current decision or interpretation of the rule.
3. A Hearing Panel will be appointed and due process will be followed in accordance with the Professional Standards Process outlined in the National Association of REALTORS® Code of Ethics and Arbitration Manual. Metrolist, Inc., in its sole discretion, shall select the members of the Hearing Panel or appropriate entity for the hearing process.
4. The Hearing Panel will be required to meet within twenty-one (21) days of the request for review.
 - a. In the event the Hearing Panel's decision is in favor of a rule change, that recommendation will be forwarded to the MLS Rules and Regulations Committee for their consideration. The Hearing Panel chairman will appear before the Committee to explain the panel's rationale.
 - b. In the event the Hearing Panel's decision is contrary to the opinion of the Participant, that Participant will be required to abide by the existing rules. However, Participants always have the option of garnering grass roots support to enact a rule change.

CONFIDENTIALITY OF MLS INFORMATION

Section 7.0:

CONFIDENTIALITY OF MLS INFORMATION: Any information provided by the MLS to the Participants or Users shall be considered official information of Metrolist, Inc. Such information shall be considered confidential and exclusively for the use of Participants, Users 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. Persons are reminded that this information is intended for confidential use by authorized persons and is not intended to comply with Regulation Z, the Truth in Lending Act, fair housing laws and regulations, the Uniform Consumer Credit Code, or any other applicable federal or state law or regulation.

Section 7.1:

METROLIST, MLS, AND THE ASSOCIATIONS OF REALTORS® ARE NOT RESPONSIBLE FOR THE ACCURACY OF INFORMATION: The information published and disseminated by the MLS is communicated verbatim, without change by the MLS, as filed with the MLS, by the Participant. The MLS does not verify such information provided and disclaims any responsibility for its accuracy. By Participating in the MLS, each Participant and User agrees to hold Metrolist, Inc., the MLS, and Metrolist, Inc.'s shareholder Associations of REALTORS® and participating Associations of REALTORS® harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides, for any violation of fair housing laws or regulations, or any other applicable federal or state law or regulation.

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OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

Section 8.0:

By the act of submission of any property listing data to Metrolist, Inc., the Participants represent that they have been authorized to grant and also thereby do grant authority for Metrolist, Inc. to include the property listing data in its copyrighted MLS compilation in any statistical report on "Comparables,"

The term "MLS compilation," as used in Sections 8 and 9 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

Section 8.1:

All right, title and interest in each copy of every MLS compilation created and copyrighted by Metrolist, Inc., and in the copyrights therein, shall at all times remain vested in Metrolist, Inc.

Section 8.2:

Each Participant shall be entitled to license from Metrolist a number of copies of each MLS compilation sufficient to provide the Participant, User and each person affiliated as a licensee with such Participant with one copy of such compilation. The Participant shall pay, for each such copy, the fee set by Metrolist, Inc.

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

USE OF COPYRIGHTED MLS COMPILATIONS

Section 9.0:

DISTRIBUTION: Participants shall at all times maintain control over and responsibility for each copy of any MLS compilation licensed to them by Metrolist, Inc., and shall not distribute any such copies to persons other than Participants and Users who are affiliated with such Participants as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other Participants and Users as authorized pursuant to the Metrolist Participation Agreement, or other Metrolist agreement.

Use of information developed by or published by a Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by a Multiple Listing Service where access to such information is prohibited by law.

Section 9.1:

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

When displaying the MLS Content, Participants shall not present any advertising that knowingly or negligently makes any libelous, slanderous, defamatory, obscene, pornographic, profane, vulgar, repulsive, abusive, or otherwise offensive or illegal material to be displayed to purchasers. All advertising shall be in compliance with fair housing laws and regulations. Metrolist shall, at its sole discretion, determine whether the contents or materials presented as advertising on display of MLS Data that could be reasonably construed as offensive and should, therefore, be prohibited. Metrolist reserves the right to prohibit, in its sole discretion, any advertising which Metrolist deems offensive, or otherwise inappropriate.

A Participant may display other Participants' listings on the Internet only with the prior consent of the listing broker; or only after signing the VOW Agreement or the Internet Data Exchange (IDX) Agreement, documents separate from these Rules and Regulations, and only in accordance with the provisions detailed in the VOW Agreement or the IDX Agreement.

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All active listings are automatically included in the IDX Database, which is a subset of the full MLS database. If a Participant does not desire his or her listings to be included in the IDX database, he or she must notify Metrolist of this desire in writing, at which time his or her listings will be excluded from the IDX database.

Participants utilizing the IDX Database, or who directly download data from the MLS to use on their web sites are required to sign the IDX Agreement, which may change from time to time. The IDX Agreement specifies how the IDX Database may and may not be used, and provides for sanctions if the IDX Database is misused.

Section 9.2:

REPRODUCTION: Participants, Users and those persons affiliated as licensees with such Participants shall not reproduce any MLS compilation or any portion thereof except in the following limited circumstances:

Participants, Users and those persons affiliated as licensees with such Participants 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 be interested to purchase, in the judgment of the Participants, Users and those persons affiliated as licensees with such Participants. Each listing must include "Listing Office" and the data in the MLS field "Office Name" prominently displayed in typeface not smaller than the median used in the display of listing data.

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

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, User and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparable," or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that the MLS, in its sole discretion, 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 MLS Rules and Regulations.

A Participant may display other Participants' listings on the Internet only with the prior consent of the listing broker; or only after signing the VOW Agreement or the Internet Data Exchange (IDX) Agreement, a document separate from these Rules and Regulations, and only in accordance with the provisions detailed in the VOW Agreement or the IDX Agreement.

USE OF MLS INFORMATION

Section 10.0:

LIMITATIONS ON USE OF MLS INFORMATION: Use of information from the MLS compilation of current listing information, from Metrolist, Inc.'s "Statistical Report," or from any "sold" or "comparable" report of Metrolist, Inc. or the MLS for public mass media advertising or in other public representations by a Participant, Users and those persons affiliated as licensees with such Participants may not be prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by Metrolist must clearly demonstrate the period of time over which such claims are based, must not refer to any listing in particular, other than sold listings, and must include the following notice:

"Based on Information from Metrolist, Inc. for the period (date) through (date)."

NOTE: This representation is based in whole or in part on data supplied by Metrolist, Inc.

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Metrolist, Inc. does not guarantee nor is in any way responsible for its accuracy. Data maintained by Metrolist, Inc. may not reflect all real estate activity in the market.”

If other Participants' sold listings are included, the properties not listed or sold by the advertising Participant must be indicated by an asterisk (*) and must include the following disclaimer:

“ **THE ASTERISKED (*) PROPERTIES WERE LISTED AND SOLD BY OTHER COMPANIES.**”

This disclaimer must be prominently displayed in capitalized bold type in a font size equal to or larger than the font used for the list of properties.

A Participant may display other Participants' listings on the Internet only with the prior consent of the listing broker; or only after signing the VOW Agreement or the Internet Data Exchange (IDX) Agreement, a document separate from these Rules and Regulations, and only in accordance with the provisions detailed in the VOW Agreement or the IDX Agreement.

Section 10.1:

SHARED LISTINGS BETWEEN MLSs: Through a license agreement with Participating MLSs, listings from these MLSs are exchanged and their Participants' offers of cooperation and compensation are extended to Participants of the Participating MLSs. When showing or displaying listings from Participating MLSs, Participants and Users shall be subject to the rules and regulations of the MLS that provided the listings. A Participating MLS's listings cannot otherwise be used, accessed or displayed without the express written consent of that Participating MLS. Use of a Participating MLS's listings for IDX, VOW or for the benefit of any other third party or for public display, access or use is strictly prohibited.

VOWS

Section 11.1: Authorization:

Participants' use of listings of other Participants on VOWs is subject to the consent of such other Participants. Participants' consent for display of their listings by other Participants on VOWs pursuant to these rules is presumed unless a Participant independently and affirmatively withholds that consent ("opts out").

Participants may independently "opt out" of the VOWs of other Participants on (a) a blanket basis ("blanket opt out") of all other Participants' VOWs, or (b) on a selective basis ("selective opt out") of VOWs of a specific Participant or

"Blanket opting out" can be accomplished by notifying Metrolist, which shall compile and maintain a list of the names of any "blanket opt out" Participants and make such list available to all Participants operating VOWs. In this instance it is the responsibility of Participants to refrain from displaying the listings of "blanket opt out" Participants on their VOWs.

"Selective opting out" can be accomplished by the "selective opt out" Participant providing written notice to another Participant operating a VOW of the "selective opt out" Participant's independent decision to withhold consent for display of that Participant's listings on the VOW.

Section 11.2:

Participants operating VOWs shall comply with the following:

Section 11.2.1:

Participants must have a broker-consumer relationship (as defined by state law) with each consumer seeking to receive information from a Participant's VOW ("Registrant").

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Section 11.2.2:

Participants must obtain the name and valid email address of each Registrant.

Section 11.2.3:

Participants must send an email to any Registrant confirming that the Registrant has agreed to the VOW's Terms of Use.

Section 11.2.4:

Participants can provide access to their VOW only after a Registrant's email address is verified as valid and the Registrant's agreement to the VOW's Terms of Use is confirmed.

Section 11.2.5:

Participant's Terms of Use shall include the following terms.

- (a) That the Registrant acknowledges entering into a lawful consumer–broker relationship with the Participant
- (b) That all data obtained from the VOW is only for the Registrant's personal, non-commercial use;
- (c) 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
- (d) That the Registrant will not copy, redistribute or retransmit any of the data or information provided
- (e) That the Registrant acknowledges the MLSs ownership of and the validity of the copyright in the MLS database.

Participant's Terms of Use may also include other provisions determined by the Participant.

Section 11.2.6:

Participants' Terms of Use may not impose a financial obligation on a Registrant. Financial obligations, if any, must be established separately from the Participants' Terms of Use, must be prominently labeled, and may not be accepted solely by a "mouse click."

Section 11.2.7:

Participants' Terms of Use may not create any representation agreement between a Registrant and the Participant. Representation agreements, if any, must be established separately from the Participants' Terms of Use, must be prominently labeled, and may not be accepted solely by a "mouse click."

Section 11.2.8:

Participants must obtain from or supply to each Registrant a user name and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and retrieve information from the MLS database via the VOW.

Section 11.2.9:

Participants' VOWs must protect MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" and other unauthorized accessing, reproduction or use of the MLS database.

Section 11.2.10:

Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or their property address from display on the Internet (including, by not limited to, publicly–accessible websites or VOWs) shall not be accessible to Registrants. This does not preclude listing brokers from displaying on their VOW or their other website(s) the listing or property address of consenting sellers.

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Section 11.2.11:

Users are authorized by Metrolist to operate VOWs with only their Participant's consent. Such VOWs remain subject to the Participant's control, and the Participant shall be accountable under the MLS rules.

Section 11.2.12:

MLS data on any VOW must be refreshed at least once every seven (7) days.

Section 11.2.13:

No portion of the MLS database shall be distributed, provided to or made accessible to any person except as provided for in the MLS rules.

Section 11.2.14:

VOWs must display the Participant's privacy policy informing Registrants how information they provide may be used.

Section 11.2.15:

Listings from the MLS may only be excluded from display on Participants' VOWs based on objective criteria, e.g. type of property, listed price, geographical location, or cooperative compensation offered by listing brokers.

Section 11.2.16:

Participants may not provide the identity of Registrants to any other entity for compensation except where (1) the Participant's residential real estate brokerage activities principally consist of listing or selling the types of properties required to be filed with the MLS; (2) Registrants are seeking property in a price range or in a location for which the Participant ordinarily does not provide real estate brokerage services; and (3) the number of Registrant identities provided, or the corresponding revenue generated, is an insubstantial portion of the Participant's real estate brokerage activities. For purposes of this rule, "selling" does not include making referrals of prospective purchasers to other real estate brokers and "listing" does not include making referrals of prospective sellers to other real estate brokers.

Section 11.2.17:

Participants must notify Metrolist of their intention to establish a VOW, and must make their VOW directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 11.2.18:

A Participant's VOW may not make available for search by or display to Registrants the following data intended exclusively for other Metrolist's Participants and their affiliated licensees:

- 1) Expired, withdrawn, or pending listings.
- 2) The compensation offered to other MLS Participants.
- 3) The type of listing agreement, e.g., exclusive right to sell or exclusive agency.
- 4) The seller(s) and occupant(s) name(s), phone number(s) and email address(es) where available.
- 5) Instructions or remarks intended for cooperating brokers only, such as these regarding showings or security of listed property.

Section 11.2.19:

The name, address, and phone number of the Participant operating the VOW and/or the name, address and phone number of the User operating the VOW, and any information required by state law or regulation must be displayed.

When displaying the MLS Content on Participant's VOW website, Participant shall not present on Participant's VOW website any advertising that knowingly or negligently makes an libelous, slanderous, defamatory, obscene, pornographic, profane, vulgar, repulsive, abusive, or otherwise offensive or illegal

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material to be display to Registrants or Users. All advertising shall be in compliance with fair housing laws and regulations. Metrolist shall, at its sole discretion, determine whether the content or materials presented as advertising on Participant's VOW website could be reasonably construed as offensive and should, therefore, be prohibited. Metrolist shall give written notice to Participant of any advertising prohibition. At all times, Metrolist shall have the right to monitor the advertising displayed along with the MLS Content. Metrolist reserves the right to prohibit, in its sole discretion, any advertising which Metrolist deems offensive, or otherwise inappropriate.

Section 11.2.20:

Each individual listing must have the listing data displayed together, without any other data, information, advertising or links intermingled within that listing's data.

Section 11.2.21:

MLS data fields authorized for display may not be changed. This rule does not restrict the format of MLS data display or display of fewer than all of the listings or fewer authorized data fields.

Section 11.2.22:

Display of MLS data must include a notice indicating that the data is deemed reliable but is not guaranteed accurate by Metrolist.

Section 11.2.23:

Participants' VOWs may include other appropriate disclaimers necessary to protect the Participant and/or Metrolist from liability.

Section 11.2.24:

Each listing displayed on VOWs must include "Listing Office" and the data in the MLS field "Office Name" prominently displayed in typeface not smaller than the median used in the display of listing data.

Section 11.2.25:

Registrants may view, retrieve or download not more than one hundred (100) current listings or five (5) sold listings in response to any comparative market analysis inquiry. Sold listings may not be searchable.

Section 11.2.26:

Participants displaying properties data obtained from sources other than this MLS (e.g. from other MLSs, from non-Participant brokers, etc.) shall display the source from which each such property data was obtained.

Section 11.2.27:

Registrants' passwords may be valid no longer than 180 days, after which such passwords must be reconfirmed or changed. (Note: The number of days passwords may remain valid before being changed or reconfirmed should be specified by the MLS in the context of this rule.)

AMENDMENTS

Section 12.0:

CHANGES IN RULES AND REGULATIONS: Amendments to the MLS Rules and Regulations may be made from time to time by the Metrolist Board of Directors.

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ARBITRATION OF DISPUTES

Section 13.0:

ARBITRATION OF DISPUTES: 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 paragraph 12.0(c) below with other Participants in different firms arising out of their relationships as Participants subject to the following qualifications:

- (a) If all disputants are REALTOR® Participants, they shall arbitrate in accordance with the Professional Standards Process outlined in the National Association of REALTORS® Code of Ethics and Arbitration Manual.
- (b) If all disputants are non-REALTOR® Participants, or if the disputants are both REALTOR® and non-REALTOR® Participants, they shall arbitrate in accordance with the Professional Standards Process outlined in the National Association of REALTORS® Code of Ethics and Arbitration Manual. Metrolist, Inc., in its sole discretion, shall select the appropriate entity for the Professional Standards Process or for arbitration.
- (c) Specific non-contractual disputes that are subject to arbitration are:
 1. Where a listing broker has compensated a cooperating broker and another cooperating broker subsequently claims to be the procuring cause of the sale or lease. In such cases, the complainant may name the first cooperating broker as a respondent and arbitration may proceed without the listing broker being named as a respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction.
 2. Where a buyer or tenant representative is compensated by the seller or landlord, and not by the listing broker, and the listing broker, as a result, reduces the commission owed by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases, the complainant may name the first cooperating broker as a respondent and arbitration may proceed without the listing broker being named as a respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction.
 3. Where a buyer or tenant representative is compensated by the buyer or tenant and, as a result, the listing broker reduces the commission owed by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases, the complainant may name the first cooperating broker as a respondent and arbitration may proceed without the listing broker being named as a respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction.
 4. Where two or more listing brokers claim entitlement to compensation pursuant to open listings with a seller or landlord who agrees to participate in arbitration (or who requests arbitration) and who agrees to be bound by the decision. In cases where one of the listing brokers has been compensated by the seller or landlord, the other listing broker, as complainant, may name the first listing broker as respondent and arbitration may proceed between the brokers.

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STANDARDS OF CONDUCT FOR PARTICIPANTS AND USERS:

Section 14.1:

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

Section 14.2:

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

Section 14.3:

Participants acting 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 14.4:

Participants and Users shall not solicit a listing that is currently listed exclusively with another broker.

Section 14.5:

Participants and Users shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements.

Section 14.6:

Participants and Users shall not use information obtained by them from the listing broker, through offers to cooperate received through the MLS or other sources authorized by the listing broker, for the purpose of creating a referral prospect to a third broker, or for creating a buyer/tenant prospect unless such use is authorized by the listing broker.

Section 14.7:

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

Section 14.8:

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

Section 14.9:

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 14.10:

When Participants are contacted by the client of another Participant regarding the creation of an exclusive relationship to provide the same type of service, and 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 14.11:

In cooperative transactions, Participants shall compensate cooperating 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 Participants without the prior express knowledge and consent of the cooperating Participants.

Section 14.12:

Participants and Users 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 Participant. A general telephone canvass, general mailing or distribution

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addressed to all prospects in a given geographic area or in a given profession, business, club or organization, or other classification or group is deemed “general” for purposes of this standard.

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 Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another 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 Participants.

Section 14.13:

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

Section 14.14:

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 representative or broker not later than execution of a purchase agreement or lease.

Section 14.15:

On unlisted property, Participants acting as buyer/tenant representative 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.

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

Section 14.16:

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

Section 14.17:

Participants and Users 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 existing exclusive representation agreement 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 an MLS or any other offer of cooperation may not be used to target clients of other Participants to whom such offers to provide services may be made.

Section 14.18:

Participants, acting as 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 buyer/tenant representatives or brokers nor make the submission of an executed offer to purchase/lease contingent on the listing broker’s agreement to modify the offer of compensation.

Section 14.19:

Before offering to provide substantive services (such as writing a purchase offer or presenting a CMA) to prospects, Participants shall ask prospects whether they are a party to any exclusive representation agreement. 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.

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Section 14.20:

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

Section 14.21:

Participants and Users shall not knowingly or recklessly make false or misleading statements about competitors, their businesses or their business practices.

Section 14.22:

Participants, prior to or after terminating their relationship with their current firm, 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 governing the assignability of exclusive agreements.

ORIENTATION

Section 15.0:

ORIENTATION: Any applicant for Participation in the MLS and any User or licensee affiliated with a Participant who desires to access MLS-generated information shall complete an orientation program of no less than six (6) classroom hours within ninety (90) days after Participation has been authorized. The main topics of the class are MLS Rules and Regulations, Policies and Procedures, Standards of Practice, basic listing information and Legal Issues, such as Fair Housing, Anti-discrimination and Antitrust. Realtor® Members may attend this course at their Realtor® Association. All Non-Association Members must attend this, unless they can confirm attendance at a Metrolist approved orientation course within the past one (1) year. No additional educational requirements shall be required, unless such additional education is required of all Participants and Users or licensees.

USE OF LOCKBOXES

Section 16.1:

USE OF LOCKBOXES: Lockboxes are not security devices, but are devices by which showing of properties is expedited. Metrolist does not provide lockboxes. Listing Brokers may use any type of lockbox. Cooperating Brokers must contact the Listing Broker or his assigned representative(s) to arrange appointments to show or enter the listed property. The publication in MLS of any combination lockbox code is prohibited.