

Gainesville Multiple Listing, Inc.

RULES

&

REGULATIONS



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LISTING PROCEDURES

Section 1 Listing Procedures

Listing of real or personal property of the following types which are listed subject to a real estate brokers license, and are located within the territorial jurisdiction of the Gainesville-Alachua County Association of REALTORS® (defined as Alachua County) and are taken by Multiple Listing Service (MLS) participants shall be entered into the MLS database within 24 hours (excluding weekends and holidays) after all necessary signatures of the seller (s) and the REALTOR have been obtained.

- a. Single family residences for sale or exchange
- b. Vacant lots and acreage for sale or exchange
- c. Multi-Family Residential, Commercial, Industrial, Business Opportunity for sale or exchange
- d. Mobile Homes attached to real property
- e. Commercial lease
- f. Residential rental

NOTE 1: The MLS shall not require a participant to submit listings on a form other than the form the participant individually chooses to utilize provided the listing is of a type accepted by the MLS although a property data form may be required as approved by the MLS. However, the MLS, through its legal counsel:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the Participants
- assure that no listing form filed with MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller).

The MLS shall accept exclusive right to sell or lease listing agreements, exclusive agency sell or lease listing agreements, and other forms of agreements which make it possible for the listing broker to offer cooperation and compensation to the other participants of the MLS acting as buyer agents, transaction brokers, or non-representatives.

The listing agreement must include the seller's written authorization to submit the agreement to the MLS. The listing agreement must also include the following information: definite expiration date; description of the property; price and terms; fee or commission; and, proper signature of the principal(s).

The different types of listing agreements include

- Exclusive Right To Sell or Lease (ER)
- Exclusive Agency Sell or Lease (EA)
- Exclusive Right of Sale or Lease with Exception (EX)

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

The exclusive right to sell listing is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects

exempted should be clearly distinguished by a simple designation such as code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no name prospect exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations.

NOTE 2: The MLS does not regulate the type of listings its members 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 members free to accept such listings to be handled outside the multiple listing service.

NOTE 3: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings.

NOTE 4: MLS shall not accept two valid listings on the same property by two different participants. In the event a second listing is entered into the system, and when the staff is made aware of such listing, the offices involved will be notified of this situation and asked to resolve the problem by the withdrawal of one of the listings. If the participants cannot agree among themselves as to which listing shall be withdrawn, then staff shall be authorized to remove the listing that was the last to have been placed into the system.

Section 1.1 Types of Properties

Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service 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:

- residential
- residential income
- subdivided vacant lot
- land and ranch
- business opportunity
- motel-hotel
- mobile homes
- mobile home parks
- commercial income
- industrial

Section 1.1.1 Listing Subject to MLS Rules and Regulations

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

NOTE: UNDER CONSTRUCTION

Only listings that pertain to specific lots and floor plans, which state a completion date in the REMARKS, and which builder has received a building permit for, will be accepted in MLS. When the Builder receives the "CO", the participant will change the type from "Under" construction to "New" construction in the MLS database.

Section 1.2 Detail on Listings Filed with the Service

A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

Section 1.2.1 Limited Service Listings

Listing Agreements under which the listing broker will not provide one, or more of the following services

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

- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed 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 seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to the listing broker's clients, prior to initiating efforts to show or sell the property.

Section 1.2.2 MLS Entry-Only Listings

Listing Agreements under which the listing broker will not provide any of the following services:

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed 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 listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.3 Exempt Listings

If the seller refuses to permit the listing to be disseminated by the Service, the participant may then take the listing ("office exclusive") and such listings shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Service; such certification shall be submitted to the MLS within 24 hours (excepting weekend, holidays and postal holidays) of Broker receiving the certification.

Section 1.4 Change in Status of Listing

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the MLS within twenty-four (24) hours (excepting weekends, holidays and postal 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 database by the listing broker before the expiration date of the listing agreement, provided notice is filed with the MLS, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

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

Section 1.6 Reporting of Contingent Sales

Any contingency or conditions of any term in a listing shall be specified and noticed to the participants. All contingencies shall be changed to "contingent" status except if there is a first right of refusal. This type of contingency (first right of refusal) shall be stated in the first line of the public remarks.

Section 1.7 Listing Price Specified

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

Section 1.8 Listing Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property Data Form. When part of a listed property has been sold, proper notification should be given to the MLS or entered into the MLS database.

Section 1.9 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.

Section 1.10 Expiration, Extension, and Renewal of Listings

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

If a notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service.

Section 1.11 Termination Date on Listings

Listings filed with the service shall bear a definite and final termination date as negotiated between the listing broker and the seller.

Section 1.12 Jurisdiction

Only listings of the designated types of property located within the jurisdiction of the Gainesville-Alachua County Association of REALTORS® (which is defined as Alachua County) are required to be submitted to the MLS database provided the seller agrees to submit the listing to the MLS. Listings of properties located outside the jurisdiction will be accepted if submitted voluntarily by a participant, but are not required by the MLS.

Section 1.13 Listings of Suspended Participants

When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant shall be advised

in writing that he has 10 days in which to advise his clients of the intended removal of the suspended participant's listings.

Section 1.14 Listings of Expelled Participants

When a participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, at the expelled participant's option be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay the appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services, including access to the MLS database or 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 that he has 10 days in which to advise his clients of the intended removal of the expelled participant's listings.

Section 1.15 Listings of Resigned Participants

When a participant resigns from the MLS, the MLS is not obligated to provide Services, including access to the MLS database or 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 of the intended removal so that the resigned participant may advise his clients. The resigned participant will be advised in writing that they have ten (10) days before the listings are removed from the MLS.

Section 1.16 Listings of Deceased Participants

When a Participant of the Service dies while there are still active listings in the database and the Participant's firm is unable to appoint a new Broker, the MLS will immediately remove all active listings from the MLS compilation and notice of such will be sent to the Sellers.

SELLING PROCEDURES

Section 2 Showing and Negotiations

Appointments for showing and negotiations with the seller for the purchase or lease 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
- b. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative. "Reasonable Effort" shall be defined as a conscientious attempt to contact the listing broker or representative at his place of business or residence, by phone, fax, email or in person, or at such other phone or location to which the selling member may be referred or at which the listing member might be expected to be reached
- c. if time is of the essence and as a last resort, when no one in the listing office can be contacted, it is permissible for the cooperating broker to contact the MLS President or Association Executive, to verify their efforts to contact the listing office before contacting the seller directly. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers by indicating such in Private Remarks.

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 2.1.1 Reasonable Time for Presentation

Reasonable time for contracts to be presented to the seller is established as being within 24 hours from the time the contract is presented to the listing office except weekends, holidays and postal holidays. When the seller cannot be reached within 24 hours, the listing broker will continue to make a concerted effort to contact the seller and make an appointment at the earliest possible time to present the contract. The listing broker is obligated to keep the cooperating broker advised of the status of the presentation within 24 hours, excepting weekends, holidays and postal holidays, of the presentation of the contract.

Section 2.2 Submission of Written Offers and Counter-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.

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

Section 2.3 Right of Cooperating Broker in Presentation of Offer

The cooperating broker or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing 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 or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Section 2.4 Right of Listing Broker In Presentation of Counter-Offer

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

Section 2.5 Reporting Sales to the Service

Status changes, including final closing of sales, shall be reported to the MLS or entered into the MLS database within twenty-four (24) hours* after they have occurred. If negotiations were carried on under Section 2(a), (b) or (c) hereof, the cooperating broker shall report accepted offers to the listing broker within twenty-four (24)* hours after occurrence and the listing broker shall report them to the MLS within twenty-four (24)* hours after receiving notice from the cooperating broker.

*excepting weekends, holidays and postal holidays

Note: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property.

Section 2.6 Reporting Resolutions of Contingencies

The listing broker shall report to the MLS within 24 hours (excepting weekends, holidays and postal holidays) that a contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled.

Section 2.7 Advertising of Listings Filed with the Service

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

Section 2.8 Reporting Cancellation of Pending Sales

The listing broker shall report to the MLS or entered into the MLS database within 24 hours (excepting weekends, holidays and postal holidays) the cancellation of any pending sale, and the listing shall be reinstated immediately.

Section 2.9 Disclosing the Existence of Offers

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker

Section 2.10 Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

REFUSAL TO SELL

Section 3 Refusal to Sell

If the seller of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing agreement, such fact shall be transmitted immediately to the MLS and to all participants, by indicating such in "Private Remarks."

PROHIBITIONS

Section 4 Information for Participants Only

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

Section 4.1 For Sale Signs

Only the for sale sign of the listing broker may be placed a property.

Section 4.2 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.

Section 4.3 Solicitation of Listing Filed with MLS

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

Note: This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with the

Service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

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

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

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

Section 4.4 Use of the Terms MLS and Multiple Listing Service

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

DIVISION OF COMMISSIONS

Section 5 Compensation Specified on Each Listing

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

In filing a property with the MLS of an Association of REALTORS, the participants of the MLS is making blanket unilateral offers of compensation to other MLS participants, and shall therefore specify on each listing filed with the MLS, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what the compensation shall be prior to his endeavor to sell.

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as, buyer agents, transaction brokers, nonrepresentatives or in other agency or nonagency capacities defined by law) which may be the same or different.

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

Note 1: The MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his 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.

NOTE 2: The listing broker may, from time to time, adjust the compensation offered to the other MLS participants for their services with respect to any listing by advance published notice to the MLS (prior to the time another MLS participant produces a prospective buyer who has signed an offer to purchase the property) so that all participants will be advised.

NOTE 3: The MLS shall make no rule on the division of commissions between participants and nonparticipants. This shall remain solely the responsibility of the listing broker.

NOTE 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction.

NOTE 5: Nothing in these MLS rules precludes a listing participant and cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

NOTE 6: MLSs must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Participants are required to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they must also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers. However, the following simple disclosure is required in the "public" remarks: This property is subject to a short sale.

NOTE 7: The compensation specified on listings filed with the MLS shall appear in one of two forms. The essential and appropriate requirement by an 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 submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

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

MLSs shall not include offers of cooperation that do not include an offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount.

Section 5.0.1 Disclosing Potential Short Sales

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants.

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

Section 5.0.2 Short Sales

Furthermore, the board has determined that when a short sale is pending it may remain ACTIVE in the MLS with the following disclosure in the first line of the PUBLIC remarks: "An offer has been accepted by the seller and submitted to the lender for approval." (*Added 2/09*)

Section 5.1 Participant as Principal

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

Section 5.2 Participant as Purchaser

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

Section 5.3 Dual or Variable Rate Commission Arrangements

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

SERVICE FEES AND CHARGES

Section 6 Service Fees and Charges

All MLS fees, and charges, including, but not limited to, application fee, annual participant fees, subscriber fees, etc., may be assessed to MLS participants or to individual users or subscribers (non-principal brokers, sales licensees, or licensed or certified appraisers affiliated with the participant). If direct billing of subscribers is utilized, the ultimate responsibility for delinquent dues, fees, and charges is that of the participant.

The following service charges for operation of the MLS are in effect to defray costs of the Service subject to change from time to time in the manner and amounts prescribed by the MLS Board of Directors.

Section 6.1 Application Fee

The Application Fee shall be a non-refundable amount, as agreed to in the Application for MLS membership, as may be determined by the MLS Board of Directors and shall approximate the actual cost of bringing the services to the participants.

Section 6.2 Annual Participant and Subscriber Fees

The annual fee of each participant shall be an amount set by the MLS Board of Directors plus an amount for each subscriber (non-principal broker, salesperson, or licensed or certified appraiser, whether licensed as a broker, sales licensee, or licensed or certified appraiser), who is employed by or affiliated as an independent contractor with such participant. Annual Fees are non-refundable.

Payments of such fees are due by June 1st and delinquent on July 1st. MLS services will be suspended if payment is not received on or before June 30th. On July 1st the participant will be billed for all unpaid subscribers unless an RE10 or RE11 form (formerly form 2050) has been received by the MLS. Payments received between July 1st and July 15th will be assessed a \$25 reactivation fee. Payments received between July 16th and July 31st will be assessed a \$100 reactivation fee.

Section 6.3 Suspension and Reactivatuion Fee

Failure by the MLS participant and/or subscriber to pay MLS annual fees by July 1st shall result in suspension of their MLS services until all charges are paid in full. If the participant is suspended for non-payment, all subscribers affiliated with the participant shall also be suspended. On July 1st, the participant will be billed for all unpaid subscribers unless an RE10 or RE11 form (formerly form 2050) has been received by the MLS. Payments received between July 1st and July 15th will be assessed a \$25 reactivation fee. Payments received between July 16th and July 31st will be assessed a \$100 reactivation fee.

Section 6.4 Termination for Non-payment of Fees

Participants that have not paid their Annual Fee in full by August 1st will be terminated (including all affiliated subscribers) for nonpayment of fees. A former participant who has had his/her membership terminated for nonpayment of fees may apply for membership in a manner prescribed for new applicants.

Section 6.5 Reinstatement Fee

If a participant withdraws from the MLS voluntarily, he/she can reinstate membership within a twelve month period by paying a \$100 reinstatement fee and prorated annual fees.

COMPLIANCE WITH RULES

Section 7 Compliance with Rules – Authority to Impose Discipline

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

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

Section 7.1 Compliance with Rules

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

- a. for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full
- b. for failure to pay any service charge or fee within two (2) months of the date due, and provided that at least ten (10) days' notice has been given, the service shall be terminated until service charges or fees are paid in full
- c. for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

NOTE: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the MLS. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations.

Section 7.2 Applicability of Rules to Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all subscribers affiliated with the participant.

MEETINGS

Section 8 Meetings

The meetings of the participants in the service or the board of directors of the MLS for the transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of the service.

ENFORCEMENT OF RULES AND DISPUTES

Section 9 Consideration of Alleged Violations

The Board of Directors shall give consideration to all written complaints having to do with violations of the rules and regulations.

Section 9.1 Violations of Rules and Regulations

If the alleged offense is a violation of rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Board of Directors of the service, and if a violation is determined, the Board of Directors may direct the imposition of

sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the directors' decision.

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

Provision for establishing nonmember participatory rights (open MLS- "Thompson brokers")

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

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

Section 9.1.2 MLS Fines

Fines will be assessed to the Participant for failure to abide by the MLS Rules and Regulations.

The amount of the fine, as established (and amended) by the MLS Board of Directors, shall be assessed based upon the severity and frequency of the offense.

Minor Offense (\$25 fine):

1. Real Estate Sign in photo
2. No photo on Residential listings within 6 days*
3. No completion date for new construction stated in MLS compilation*
4. Failure to change "UC" (under construction) to "New"
5. Failure to provide documentation within 3 business days when requested
6. Failure to report a change of status within time frame
7. Providing incorrect information to database (example: parcel ID, city, address, etc.)*
8. Failure to withdraw a duplicate listing:
 - a. Same Broker – failure to withdraw duplicate after closing
 - b. Different Broker – failure to withdraw after notification by MLS
9. Error in dating contingencies, pendings, solds (such as pre-dating)
10. False reporting of selling office/agent/price
11. Placing marketing/contact information in public areas such as directions or public remarks*
12. Keeping a listing Active with Back-up Offers in Public Remarks (first right of refusal is OK)*
13. Keeping a listing Active with Back-up Offer in Directions*
14. Making a listing Active with No Showings in Public Remarks*
15. Making a listing Active with No Showings in Directions*
16. Combination/Gate Code in Public Remarks or Directions*

17. Short Sale listings must have disclosure in Private Remarks/Public Remarks *
18. Occupant's Contact Telephone numbers cannot be the same as any numbers listed for Agent or Agent's firm*
19. In instances where a listing is marked Pending or Contingent, and 180 days has elapsed after the contract date
20. Contact information/branding in Virtual Tours*
21. Failure to post a commission as a dollar or percentage amount
22. Failure to have letter from seller stating they do not want the co-op broker present at time of offer
23. Failure to have letter from purchaser stating they do not want listing broker present at the time of counter offer
24. Invalid address field
25. Directions must include a starting point and be 25 characters or more

Major Offense (\$50 fine):

1. Failure to correct information on a listing after a warning/fine has been assessed
2. Failure to have seller's signature on listing contract, extensions, price change, withdrawal, change of terms, etc.
3. Failure to disclose a listing as limited service or MLS only
4. Failure to disclose variable rate or dual rate commission arrangement
5. Failure to provide the MLS with documentation within 5 days when requested by MLS (after #5 above)
6. Placing an open/net listing in the MLS
7. Adding a listing late* (will send a warning email first time; second time automatic \$50.00 fine)
8. Falsely extending a listing
9. Falsely submitting a listing
10. Failure to file with the MLS a seller certification requesting withholding listing from MLS
11. Failure to disclose proper listing type (exclusive agency/right of sale)
12. Fair housing violations in Public Remarks, Private Remarks or Directions*

Those offenses marked with an asterisk(*) will be checked with the MLS' automated system called ICHECK and will be assessed the following fines:

1. First email – no fine will be assessed; the violation must be corrected in 72 hours (3 business days). Email will indicate if this is a minor or major violation and explain that a fine will be assessed if the error is not corrected with the 3 business days. \$25.00 for a minor offense; \$50.00 for a major offense.
2. Second email – the fine is assessed and violation must be corrected within 72 hours (3 business days).
3. Third email – the original fine has already been assessed and an additional fine is now added (\$50.00 for a minor offense, bringing the total fine to \$75.00; \$100.00 for a major offense, bringing the total to \$150.00)
4. Fourth email – Complaint may be filed by the MLS Board of Directors to Professional Standards Committee for a hearing.

Automatic \$1000 fine:

1. Providing user name and password to a non-member or sharing among members
2. Unless agreed upon in writing between participants, MLS participants and their affiliated subscribers, shall not modify, change or delete, etc., the data of another participant's listings when the source of the data is through the MLS for IDX websites.

This is not an all-inclusive list. Violations of the MLS Rules and Regulations not specified on this list may result in a hearing before the Professional Standards Committee of the Association.

If the MLS participant disagrees with the assessed fine, he may, within 10 days following receipt of the MLS sanction, request a hearing before the Professional Standards Committee of the Association in accordance with the bylaws of the Gainesville-Alachua County Association of REALTORS®.

Section 9.2 Complaints of Unethical Conduct

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

CONFIDENTIALITY OF MLS INFORMATION

Section 10 Confidentiality of MLS Information

Any information provided by MLS to the participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants.

Section 10.1 MLS Not Responsible for Accuracy of Information

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

Section 10.2 Access to Comparable and Statistical Information

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

OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

Section 11 Ownership of MLS Compilation and Copyright

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

Section 11.1 Rights, Title and Interest

All rights, title, and interest in each copy of every MLS Compilation created and copyrighted by the Gainesville-Alachua County Association of REALTORS, and in the copyrights therein shall at all times remain vested in the Gainesville-Alachua County Association of REALTORS.

Section 11.2 Number of Copies

Each participant shall be entitled to lease from the Gainesville-Alachua County Association of REALTORS ® a number of copies of each MLS Compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such Compilation. The participant shall pay for each such copy the rental fee set by the association.

Participants shall acquire by such lease only the right to use the MLS Compilation in accordance with these rules.

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

USE OF COPYRIGHTED MLS COMPILATION

Section 12 Distribution

Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Gainesville -Alachua County Association of REALTORS® and shall not distribute any such copies to persons other than subscribers to the MLS who are affiliated with such participants as real estate licensees or as licensed or certified appraisers. Use of information developed or published by an Associations MLS is strictly limited to the activities authorized under a participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation", or "Membership" or any right of access to information developed by or published by an Associations MLS where access to such information is prohibited by law.

Section 12.1 Display

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

Section 12.2 Reproduction

A participant and their affiliated licensees, whether operating in a traditional bricks and mortar office or disseminating property information via fax, email, or any other electronic means may not reproduce or make available for search by or display to prospects/customers/registrants the following data intended exclusively for other MLS participants and their affiliated licensees:

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

Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

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

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

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

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

USE OF MLS INFORMATION

Section 13 **Limitation on USE of MLS Information**

Use of information from the MLS compilation of current listing information from the Association's "Statistical Report" or from any "sold" or "comparable" report of the Association or MLS for public mass-media advertising by an MLS Participant or in other public representations, may not be prohibited.

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

Based on information from the Gainesville-Alachua County Association of REALTORS or its MLS for the period _____ through _____. Neither the Association nor its MLS guarantees or is in anyway responsible for its accuracy. Data maintained by the Association or its MLS may not reflect all real estate activity in the market.

CHANGES IN RULES AND REGULATIONS

Section 14 **Changes in Rules and Regulations**

Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the MLS board of directors, subject to final approval by the Gainesville-Alachua County Board of Directors.

When approved by the Gainesville-Alachua County Association of Realtors Board of Directors as described, the amendments to the Rules and Regulations of the Service shall become effective immediately or as stated in the amending resolution.

ARBITRATION OF DISPUTES

Section 15 **Arbitration**

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

- a. If all disputants are members of the same Association of REALTORS®, or have their principal place of business within the same Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Association of REALTORS®.
- b. If the disputants are members of different Associations of REALTORS®, or if their principal place of business is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Florida Association of REALTORS®.

Interboard Arbitration Procedures

Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the National Association of REALTORS®. Nothing herein shall preclude participants from agreeing to arbitrate the dispute before a particular Association of REALTORS®.

STANDARDS OF CONDUCT FOR MLS PARTICIPANTS

Section 16 **Standards of Conduct for MLS Participants**

Section 16.1

MLS participants shall not engage in any practices or take any action inconsistent with the exclusive representation or exclusive brokerage relationship agreements that other MLS participants have with clients.

Section 16.2

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

Section 16.3

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

Section 16.4

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

Section 16.5

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

Section 16.6

MLS Participants shall not use information obtained from the listing brokers through offers to cooperate made through MLSs or through other offers of cooperation to refer listing broker's clients to other broker or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by the listing brokers.

Section 16.7

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

Section 16.8

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

Section 16.9

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

Section 16.10

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

Section 16.11

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

Section 16.12

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

The following two types of solicitation are prohibited:

Telephone and personal solicitation of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS participant: and mail or other forms of written solicitation of prospects whose properties are exclusively listed with another MLS participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, for sale or for rent signs or other sources of information intended to foster cooperation with other MLS participants.

Section 16.13

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

Section 16.14

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

Section 16.15

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

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

Section 16.16

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

Section 16.17

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

Section 16.18

MLS participants, acting as buyer/tenant representatives or transaction 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, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

Section 16.19

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

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

Section 16.20

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

Section 16.21

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

Section 16.22

MLS participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

Section 16.23

MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

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

Section 16.24

MLS participants shall present a true picture in their advertising and representations to the public, including the URL's and domain names they use, and participants may not:

- a. engage in deceptive or unauthorized framing of real estate brokerage websites;
- b. manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
- c. deceptively use metatags, keywords, or other devices/methods to direct, drive or divert Internet traffic, or to otherwise mislead consumers

Standard 16.25

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

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

Section 16.26

MLS Participants shall not accept compensation from more than one party, even if permitted by law, without the full knowledge of all parties to the transaction.

ORIENTATION

Section 17 Orientation

Any application for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and Regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within sixty (60) days after access has been provided. Failure to attend MLS Rules and Regulations and computer training in the timeframe stated above will result in suspension of the individual's MLS services. If the MLS participant fails to attend either the Rules and Regulations training or the computer training, the participant's services and those of their affiliated licensees will also be suspended.

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

INTERNET DATA EXCHANGE (IDX)

Section 18 IDX Defined

IDX affords MLS participants the option of authorizing display of their listings on other participants' Internet websites.

Section 18.1 Authorization

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on

a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download or frame the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

Section 18.2 Participation

Participation in IDX is available to all MLS participants engaged in real estate brokerage who consent to display of their listings by other participants

Section 18.2.1

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

Section 18.2.2

MLS participants may not use IDX-provided listings for any purpose other than display on their websites. This does not require participants to prevent indexing of IDX listings by recognized search engines.

Section 18.2.3

Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) shall not be accessible via IDX sites.

Section 18.2.4

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

Section 18.2.5

Participants must refresh all MLS downloads and refresh all MLS data at least once every three (3) days.

Section 18.2.6

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

Section 18.2.7

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

Section 18.2.8

Any IDX site that

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

shall disable or discontinue either or both of those features as to the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features

disabled or discontinued on all participants' websites. Except for the foregoing and subject to Section 18.2.9, a participant's IDX site may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller.

Section 18.2.9

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

Section 18.2.10

Participants may provide IDX information to their respective real estate franchise organizations ("franchisors") to be indexed for display on such franchisors' websites, subject to the following requirements and limitations. Failure of a franchisor to comply with the following requirements and limitations can, at the discretion of the MLS, result in suspension or termination of the participant's(s') authority to provide IDX information to the franchisor.

- a. Initial search results that provide minimal information (e.g., "thumbnails") are exempt from MLS-required disclosures (e.g., listing firm, listing agent, source of information, notice that information is deemed reliable but is not guaranteed accurate) provided that a direct link to a detailed ("full view") display that includes all required disclosures is provided.
- b. Consumers can link directly to a detailed ("full view") display that complies with disclosure/display rules of the source MLS.
- c. IDX information cannot be used for any unauthorized purpose.
- d. Inaccurate or incomplete information related to any listing must be promptly corrected by the franchisor at the request of the source MLS.
- e. No advertising may appear on pages displaying IDX information.
- f. IDX listing information cannot be modified, manipulated, or permanently retained.

Note: For purposes of this policy, "real estate franchisor" is defined as a company granting real estate brokerage franchises under the franchisor's trademarks pursuant to a franchise disclosure document meeting applicable Federal Trade Commission rules.

Section 18.3 Display

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

Section 18.3.1

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

Section 18.3.1.1

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

Section 18.3.2

Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This

requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

Section 18.3.3

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

Section 18.3.4

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

Section 18.3.5

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

Section 18.3.6

Participants (and their affiliated licensees, if applicable) shall indicate on their Web sites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.

Section 18.3.7

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

Section 18.3.8

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

Section 18.3.9

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

Section 18.3.10

Display of expired, withdrawn, pending, and sold listings is prohibited.

Section 18.3.11

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

Section 18.3.12

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

Section 18.3.13

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

Section 18.4 Service Fees and Charges

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

Section 18.5 Display of Information

- a. Data: A Displaying Broker may display all or a portion of the IDX database on their broker-owned Internet website in accordance with the following provisions and in keeping with any policies that GMLS may adopt for time to time. Unless expressly contravened by the provisions of this section, all other GMLS rules and regulations remain in full force and effect.
- b. Affiliated Licensees may, with their Broker's permission, either frame their Broker's website or use the FAR IDX frameable solutions. Brokers may give their agents the raw data understanding that they (broker) will be held accountable if their affiliated licensees manipulates or modifies the data.
- c. Displayable Data Fields: A Displaying Broker may display ALL information, or a portion thereof, relating to its own listings, but an Internet replication of another IDX broker's listings shall contain only those data fields designated by the GMLS. A Displaying Broker may not display fewer fields than designated by the GMLS.
- d. Displayable Listing Records: A Displaying Broker need not display the whole IDX database, but may choose to display only listings in a particular price range, geographical area or property type. A Displaying Broker may choose not to display the listings of another IDX Broker. If a Displaying Broker chooses to display less than the entire database, they shall disclose that only a portion of the database is displayed.
- e. Updates: A Displaying Broker shall update the information on its Internet website daily (except weekends). A reference must be stated on the search page and results page giving the last date the data was updated in a font size no less than 8 points.
- f. Thumbnail Display Requirements:
 - i. The Thumbnail display of another IDX Broker's listings may not include any branding.
 - ii. No more than 10 listings in a brief or thumbnail format shall appear on a page.
 - iii. A photo of the listing property (if available)
 - iv. Logo of Displaying Broker or icon
 - v. "Buttons" providing links to full display
- g. Logos/Icon: The Displaying Broker may have their company logo appear in conjunction with their listings displayed in a thumbnail format. Their logo will appear immediately adjacent to the Displaying Brokers property information. For IDX Broker's listing, the "Broker Reciprocity Logo" will appear immediately adjacent to the listing in a size no smaller than the Displaying Broker's logo. If the Displaying Broker does not supply a logo, then the text name of their firm will be displayed. On *any* page where the "Broker Reciprocity Logo" is present the following notice must appear: "The Broker Reciprocity logo designates real estate listings held by a brokerage firm other than [*Displaying Broker's Firm Name*]."
- h. Search Results/Detailed Display Requirements: On a detailed display of another IDX broker's listings, the following items are mandatory.
 - i. A detailed display of another IDX Broker's listings shall not include any Branding within the "body" of the listing data. The "body" is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.
 - ii. Bear the Listing Brokers firm name in a font size at least as large as the largest type size used to display the listing data.
 - iii. The GMLS approved "icon" with the explanation of the icon.
 - iv. The following disclosure in a minimum font size of 8 points: "Information is deemed reliable but not guaranteed."
 - v. One of the following GMLS copyright notices in a minimum font size of 8 points
 - a. Copyright [*current year*] Gainesville Multiple Listing, Inc. All rights reserved

- b. ©[*current year*] Gainesville Multiple Listing, Inc. All rights reserved. It is not permissible to substitute a “c” in parentheses (c) for the copyright symbol ©. If a website cannot display the copyright symbol, the word “copyright” must be spelled out.
- i. Control of Displaying Website: Any Internet website used for publication of the IDX database or any portion thereof must be controlled by a single IDX broker and advertised at that Broker’s Internet Website.
- j. Scraping: An IDX broker displaying the IDX database or any portion thereof shall make reasonable efforts to avoid “scraping” of the data by third parties or displaying of that data on any other website. Reasonable efforts shall include but are not limited to:
 - i. Monitoring the website for signs that a third party is “scraping” the data, and
 - ii. Prominently post the following notice in a minimum font size of 8 points: “Any use of search facilities of data on this site, other than by a consumer looking to buy, sell, or lease real estate is strictly prohibited”
- k. Violations/Modifications to the Data: Failure to comply with the following may result in either temporary or permanent suspension from the IDX program per Section 9.1 of the MLS Rules and Regulations.
 - i. A Displaying Broker/Affiliate Licensee may not modify or manipulate the data relating to another IDX broker’s listings. If another IDX broker’s data has been modified or manipulated, the Displaying Broker will have twenty-four hours to correct the error.
 - ii. Violations: A Displaying Broker must make changes to their Internet website necessary to cure a violation of the IDX rules within ten (10) business days after notice of the violation from the MLS.
- l. Use by Third Parties: No portion of the IDX database shall be used or provided to a third party for any purpose other than those expressly provided for in the MLS Rules. Providing an MLS password to an unauthorized recipient is a serious violation of these rules that may subject the IDX Broker to sanctions. An IDX Broker that authorizes its affiliated licensees to participate in IDX will be responsible for ensuring such agents compliance with these rules.
- m. Website Provider Agreement: Any third party involved in the development or design of an IDX Broker’s website must enter into a written agreement on the form prescribed by the GMLS.
- n. Co-Mingling Prohibited: No portion of the IDX Database shall be co-mingled on the Displaying Broker’s website with any listings that are not in the GMLS.
- o. Participants may disseminate their own company listings to other websites, however no Participant may disseminate the entire database to anyone.
- p. Participants and their affiliated licensees shall indicate on their websites that IDX information is provided exclusively for consumer’s personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

VIRTUAL OFFICE WEBSITES (VOWS)

Section 19 Virtual Office Websites (VOWs)

Section 19.1 VOW Defined

- a. A “Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability.
- b. As used in Section 19 of these rules, the term “participant” includes a participant’s affiliated non-principal brokers and sales licensees—except when the term is used in the phrases “participant’s consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant.

- c. "Affiliated VOW Partner" (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant's supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- d. As used in Section 19 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

Section 19.2

- a. The right of a participant's VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- b. Subject to the provisions of the VOW policy and these rules, a participant's VOW, including any VOW operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g., "Internet Data Exchange" (IDX).
- c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW.

Section 19.3

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
 - i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - iii. The participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one user name and password.
- b. The participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
 - i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW

- iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
- v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

Section 19.4

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

Section 19.5

A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

Section 19.6

- a. A participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- b. A participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

<p>Seller Opt-out Form</p> <p>Check one.</p> <ul style="list-style-type: none"> a. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet. b. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet. <p>I understand and acknowledge that if I have selected Option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.</p> <p>_____ Initials of Seller</p>
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- c. The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.

Section 19.7

- a. Subject to Subsection b., below, a participant's VOW may allow third-parties:
 - i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.7, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 19.8

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

Section 19.9

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.

Section 19.10

Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS®, VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity.

Section 19.11

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

Section 19.12

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

Section 19.13

A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.

Section 19.14

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

Note: Adoption of Sections 19.14 through 19.17 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participants' use of MLS listing information in providing brokerage service through all other delivery mechanisms.

Section 19.15

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

- a. expired, withdrawn, or pending ("under contract") listings
- b. the compensation offered to other MLS participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

Section 19.16

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

Section 19.17

A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable, but is not guaranteed accurate by the MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.

Section 19.18

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

Section 19.19

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 200 current listings and not more than 200 sold listings in response to any inquiry.

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

Section 19.20

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

Section 19.21

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

Section 19.22

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

Section 19.23

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

Section 19.24

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

Section 19.25

Where a seller affirmatively directs his or her listing broker to withhold either the seller’s listing or the address of the seller’s listing from display on the Internet, a copy of the seller’s affirmative direction shall be provided to the MLS within forty-eight (48) hours.

GENERAL INFORMATION

Section 20 MLS Passwords

Passwords for access to the MLS database are intended to be used exclusively by the person for whom the password was intended. MLS Participants and their affiliated licensees/staff who are password recipients are prohibited from lending, transferring or assigning their password to any other person or entity, or permit any other person or entity to use their MLS password regardless of whether such other person or entity is entitled as an MLS Participant or affiliated licensee.

Any MLS Participant whose affiliated licensee/staff violates the above rule will be held accountable to the MLS and sanctioned as such per Section 9 of these rules and regulations. Should a password holder leave a participant’s firm, it is imperative that the MLS Participant notifies the MLS office immediately.

Section 20.1 MLS Photographs

At a minimum, one photo must be submitted within 6 days on residential properties. MLS participants and their affiliated licensees may submit additional property images (photos, virtual tours, movies, etc) to the MLS to be uploaded to the MLS database. Images must be submitted in the proper format and contain no people or “For Sale” signs. Any residentially zoned vacant land in excess of ten (10) acres and all commercially zoned property is exempt from the “For Sale” sign on property portion of this policy.

Section 20.2 Transferring a Listing

Listings being transferred from one participant’s office to another participant’s office must adhere to the following procedures:

- a. Obtain a listing transfer form from the former broker giving permission to transfer the listings. Also have the new broker sign the listing transfer form accepting the listings. It is not necessary to withdraw these listings; the broker code change will be done by the MLS Staff. Copy of letter must be submitted to MLS.
- b. A signed contract or letter must be obtained from the owners stating that they agree to have their listings transferred to the new office.
- c. It is the responsibility of the new office to make appropriate revisions.

Section 20.3 Bulletin Board

The MLS provides a messaging system (i.e. bulletin board) that can be utilized by the participants and their affiliated licensees. The content of the message must be limited to ACTIVE listings/rentals or Prospective buyers/tenants.

- a. Messages with disparaging remarks about the MLS, GACAR, fellow REALTORS, seller, buyers or MLS vendor are specifically prohibited.
- b. Messages with respect to possible Fair Housing violations are specifically prohibited.
- c. Participants and their affiliated licensees are prohibited from creating or changing messages referencing active listings/rentals or prospective buyers/tenants of another participant.

Section 20.4 Audits

Gainesville MLS maintains the right to request from any participant who holds a listing in the MLS to submit the listing agreement and profile sheet, together with all addendums and change requests to the MLS within 24 hours from the time of the written request, excepting weekends and holidays.

If the participant submits the required paperwork to the MLS on time but it is found to be incomplete or not completed properly (i.e., lack of proper signatures, required information lacking, etc.), the participant will have twenty-four (24) hours to resubmit the paperwork with complete and correct information. If the participant fails to resubmit the paperwork within the required timeframe or fails to submit any paperwork per the initial request, the participant may be sanctioned per Section 9.0 of these rules and regulations.

Section 20.6 Appropriateness of Data

The only information that should appear in an MLS data field is that information the field identifier calls for. For example: if the field identifier states phone number, only the phone number should appear; if the field identifier states address, only the address should appear.

Section 20.6.1 Public Remarks

Comments in the "Public Remarks" section of the MLS database shall be limited to descriptions of the property only or as permitted/required in other provisions of these rules and regulations. No personal or company/firm promotion of any nature shall be permitted in public remarks.

Section 20.6.2 Driving Directions

The "Driving Directions" section of the MLS database shall be limited to driving directions to listed property only. No personal or company/firm promotion of any nature shall be permitted in Driving Directions.

Section 20.6.3 Accuracy of Data

Each participant is responsible for completing all required information to complete the data fields and shall use reasonable efforts to confirm the accuracy of all such information.

Section 20.6.4 Changes in Listing Information **Section 20.7 Exchange Listings**

Exclusive right to exchange listings shall be acceptable.

Section 20.8 Auction Listings

The Listing Broker shall create an addendum to the Listing Agreement or to amend the Listing Agreement to state what the reserve price is on an auction listing and a copy of that addendum or the Listing Agreement, if amended, be furnished to the MLS within 24 hours (excepting weekends, holidays, and postal holidays). Any listings that violate this rule shall be removed from the MLS until the MLS is furnished with the required documentation. The fine system for violations of this rule are as follows: 1st Offense – warning, 2nd Offense - \$250 fine, 3rd and subsequent Offenses – suspension from MLS services for 6 months with a \$500 reinstatement fee. All offenses are followed in order regardless of timeframe in between offenses. *(Added 2/09)*

Section 20.9 Suspension and Reinstatement Fee

For failure to pay all fees, supplies, etc., within 15 days of the date due, provided at least three days written notice has been given, the service to MLS participant and their affiliated subscribers shall be suspended until all charges are paid in full. Suspended participants will be assessed a \$25.00 reinstatement (re-activation) fee. **Postmarks to not count as payment received on time. *(Rev. 08/05 – effective 01/06, Rev. 5/09)*

Listings of participants who are suspended or terminated for non-payment of their dues, fees, etc will be removed from the MLS system. Prior to any removal of a suspended/terminated participant's listings from the MLS, the suspended/terminated participant shall be advised in writing that he has 10 days in which to advise his clients of the intended removal of the suspended/terminated Participant's listings. *(Rev. 6/01)*

Section 20.10 Effect of Termination or Suspension on Association Membership

Termination or suspension from the MLS does not automatically terminate or suspend membership in the Gainesville-Alachua County Association of REALTORS®. However, any member of the Gainesville-Alachua County Association of REALTORS® who is suspended or terminated from the Association for any reason may be suspended or terminated from membership in the MLS, unless they qualify for membership as non-member Participant. REALTORS®, who are other than principals of their firms, will continue to be eligible for access to and use of the MLS after suspension or termination of Association membership based on their continued affiliation with an MLS Participant (principal broker).

DEFINITIONS

Section 21 Definitions

Section 21.1 General Definitions

- a. Licensed or Certified Appraiser – an individual licensed or certified as an appraiser in the state of Florida (does not have a real estate license)
- b. Sales Licensee – licensed, non-principal broker associate or sales associate
- c. GMLS – Gainesville Multiple Listing, Inc.
- d. MLS – Multiple Listing Service
- e. Participant – principal broker, licensed or certified appraiser
- f. Service – Multiple Listing Service or MLS
- g. Subscriber/User – a non-principal broker, sales associate, or licensed or certified appraiser, whether licensed as a broker, sales licensee, or licensed or certified appraiser, who is employed by or affiliated as an independent contractor with such participant.

Section 21.2 IDX Definitions

- a. IDX - information data exchange
- b. IDX Broker: means an MLS participant who partakes in the IDX program, allowing other MLS participants to display their MLS data on their website.
- c. Displaying Broker: is an IDX broker (principal) who is entitled to receive and display licensed data.

- d. Branding: means any mark, language, contact or other information referring to the web-site owning Broker or its agents or any third party other than the listing broker.
- e. IDX Database: means the current aggregate compilation of all IDX broker's active exclusive right to sell or lease listings and listings obtained via other forms of exclusive agreements that make it possible for the listing broker to offer cooperation and compensation to other MLS Participants; except those listings where the property seller has opted out of Internet publication by so indicating on the listing agreement.
- f. Detailed Display: means any display containing more than a few lines of text display and/or displaying of photo.
- g. Thumbnail Display: means any display containing no more than a few lines of text and/or a small photograph.

Section 21.3 VOW Definitions (see Section 19.1)

- a. AVP – Affiliated VOW Partner
- b. VOW – Virtual Office Website