



**BYLAWS
AMENDED 10/19
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**EAST CENTRAL IOWA ASSOCIATION OF REALTORS®, INC.
EAST CENTRAL IOWA MULTIPLE LISTING SERVICE, INC.**

BY-LAWS

Definitions

The below terms are provided to facilitate reading and comprehension of the following Bylaws and Rules and Regulations of the East Central Iowa Multiple Listing Service, Inc.

- (a) ECIMLS – Synonymous with East Central Iowa Multiple Listing Service, Inc.
- (b) Member – a REALTOR® or Non-Resident REALTOR® in good standing with the East Central Iowa Association of REALTORS®, Inc.
- (c) ECIAR – Synonymous with East Central Iowa Association of REALTORS®, Inc.
- (d) BOD of ECIMLS – Same officers as those serving in capacity of Board of Directors of the East Central Iowa Association of REALTORS®, Inc.
- (e) ECIMLS Committee – Synonymous with ECIMLS Committee.
- (f) Participant – Any REALTOR® Member within the state, contiguous state, or Secondary REALTOR® Member who is a principle, partner, corporate officer or trustee eligible to perform in the Service upon agreeing in writing to conform to the Bylaws and the Rules and Regulations thereof and to pay the costs thereof. (9-10-80) (3-12-81) (6-12-84)
- (g) Principal – An individual broker head of a firm, partner, corporate officer or trustee of a real estate firm.
- (h) Designated REALTOR® – That REALTOR® designated from time to time in writing by the firm, partnership or corporation.
- (i) Subscriber – An individual affiliated with a Member or Secondary Member Firm.
- (j) VOW – Synonymous with Virtual Office Website.
- (k) AVP – Synonymous with Affiliate VOW Partner.
- (l) IDX – Synonymous with Internet Data Exchange
- (m) Registrants – Synonymous with clients and customers
- (n) Holidays – reference to holidays includes the following: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Article I – Name

The name of this organization shall be the "East Central Iowa Multiple Listing Services Inc." of the East Central Iowa Association of REALTORS®, Inc. referred to as the ECIMLS. All shares of stock are solely and wholly owned by the East Central Iowa Association of REALTORS® Inc. referred to as the ECIAR.

Article II – Purpose

The ECIMLS is a means by which cooperation among Participants is enhanced, by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analysis and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public.(Amended 8/24)

Article III – Governing Documents – The board of directors shall cause any Multiple Listing Service established by it pursuant to this article to conform its corporate charter, constitution, bylaws, rules, regulations, policies, practices, and procedures at all times to the constitution, bylaws, rules, regulations and policies of the National Association of REALTORS®.

Article IV - Service Area

The area within which the ECIMLS shall function shall at all times be within the territorial jurisdiction of the ECIAR. (5-14-09)

Article V – Participation Defined

Any Realtor® of this or any other association who is a Principal, partner, corporate officer, or branch manager acting on behalf of the Principal, without further qualification except as otherwise stipulated in these bylaws, shall be eligible to participate in the ECIMLS upon agreeing in writing to conform to the rules and regulations thereof, complete the East Central Iowa Association of Realtors® new member School and to pay the costs incidental thereto. However, under no circumstances is any individual or firm regardless of membership status entitled to ECIMLS membership or participation unless they hold a current, valid real estate broker's license and cooperate, or are licensed or certified by appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by the ECIMLS 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 the ECIMLS where access to such information is prohibited by law. The REALTOR® Principal of any firm, partnership or corporation or the branch office manager designated by said firm, partnership or corporation as the Participant shall have all rights benefits and privileges of the ECIMLS and shall accept all obligations to the ECIMLS for the Participant's firm, partnership, or corporation, and for compliance with the bylaws and rules and regulations of the ECIMLS by all persons affiliated with the Participant who utilize the ECIMLS. (Amended 8/24)

Mere possession of a broker's license is not sufficient to qualify for ECIMLS participation. Rather, the requirement that an individual or firm cooperate means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the ECIMLS, share information on listed property and make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). "Actively" means on a continual and ongoing basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude ECIMLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny ECIMLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit the ECIMLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the levels of service satisfy state law. (Amended 8/24)

The key is that the Participant or potential Participant actively endeavors to cooperate with respect to properties of the type that are listed on the ECIMLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. This requirement does not permit the ECIMLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website ("VOW") (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to cooperate. The ECIMLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" cooperate only if the ECIMLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants. (Amended 8/24)

V.1 Application for Participation – Application for participation shall be made in such a manner and form as prescribed by the BOD of the ECIMLS and made available to any Realtor® Principal of this or any other association requesting it. The application form shall contain a signed statement agreeing to abide by these bylaws and any other applicable rules and regulations of the ECIMLS as from time to time amended or adopted. (Amended 2/94)

V.2 Discontinuance of Service – Participants of the ECIMLS may discontinue the service by giving the ECIMLS thirty (30) days written notice and may reapply to the service after six (6) months by making formal application in the manner prescribed for new applicants for participation provided all past dues and fees are fully paid. (5-14-09)

V.3 Subscribers – Subscribers (or Users) of the ECIMLS include non-principal brokers, sales associates, and licensed and or certified appraisers and apprentices affiliated with Participants. (5-14-09)

Article VI – Service Charges

The charges made for participation in the ECIMLS shall be as determined, and as amended from time to time by the BOD of the ECIMLS and specified in the rules and regulations of the ECIMLS. (5-14-09)

Article VII – Government of the Service

The government of the ECIMLS shall be vested in the BOD comprised of the elected officers and directors nominated and elected as described in this Article

Article VII.1 – Officers of the ECIMLS, who shall also be directors, shall be president, president elect, vice president and a secretary/treasurer, and shall have such duties as described in this Article. (5-14-09)

Article VII.2 – Board of Directors, the business and affairs of the ECIMLS shall be managed by its Board of Directors (BOD), which shall be the same as the Directors of the ECIAR. (5-14-87) (5-14-09)

Article VII.3 – Nomination and Election of Officers and Directors, the officers and directors shall be nominated by a vote of the members of the East Central Iowa Association of Realtors® in accordance with the provisions of Article XI, Section 4 of the ECIAR Bylaws. (5-14-09)

Article VII.4 – Terms of Office, the officers shall serve in accordance with the provisions of Article XI, Section 3, (a) of the ECIAR Bylaws. (5-14-09)

Article VII.5 – Removal of Officers and Directors, the removal of officers and directors shall be done in accordance with Article XI, Section 6 of the ECIAR Bylaws.

Article VII.6 – Informal Action by Directors, Any action required by the Iowa Business Corporation Act to be taken at a meeting of the BOD of the ECIMLS or any action which may be taken at a meeting of the BOD, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all the BOD as the case may be.

Article VII.7 – Salaries, of the officers shall be fixed from time to time by the BOD and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the ECIMLS.

Article VII.8 – ECIMLS Committee, the administration of the ECIMLS shall be vested in the ECIMLS Committee in accordance with the Articles of Incorporation.

Article VIII - Annual Meeting

The annual meeting of the ECIMLS shall be concurrent with the annual meeting of the ECIAR. (5-25-88)

Article IX – Meetings

The ECIMLS Committee shall meet to conduct its business at a time and place determined by the ECIMLS Committee Chair, or at the call of the President of the ECIAR.

The ECIMLS Committee may request through the President of the ECIAR, sufficient time during the monthly meeting of the ECIAR to present matters to the ECIAR for their action.

Article X – Fiscal and Elective Year

The fiscal year of the ECIMLS shall be the calendar year and the elective year shall be the same as the ECIAR. (5-25-88)

Article XI – Finances

Section 1, Contracts, The BOD may authorize any officer(s) or, agent(s), to enter into any contract or execute and deliver any

instrument in the name of and on behalf of the ECIMLS, and such authority may be general or confined to specific instances.

Section 2, Deposits, All funds of the ECIMLS not otherwise employed shall be deposited from time to time to the credit of the ECIMLS in such banks, trust companies or other depositories as the BOD may select and as provided by the ECIAR Policy and Procedure Manual.

Section 3, Expenditures, The ECIMLS Committee shall authorize expenditures, or obligations up to \$200.00 without ECIAR membership, or BOD approval. All other expenditures are subject to review and approval of the ECIAR Membership, or BOD as provided by the ECIAR Policy and Procedure Manual. (5-14-09)

Section 4, ECIMLS Budget, The Finance/Audit Committee shall prepare a projected budget estimate, subject to review of the BOD, prior to the December Board of Directors meeting to provide incoming officers a course of direction for the following fiscal year. This budget shall be reviewed monthly and adjusted accordingly to meet the needs of the ECIMLS during the fiscal year. (Amended 8/24)

Article XII – Amendments to Bylaws

Amendments to these bylaws shall be by the ECIAR members at a general membership meeting or special meeting of the ECIAR addressed in Article 12, Section 5 of the Bylaws of the ECIAR. (5/14/09)

Notice of all meetings at which such amendments are to be considered shall be mailed or electronically transferred to every REALTOR® member eligible to vote at least one week prior to the meetings (1-17-89) (5-14-09)

When amendments to the bylaws of the ECIMLS have been approved by the ECIAR membership, said amendments shall be effective immediately or as stated in the amending resolution.

If proposed amendments to the bylaws of the ECIMLS fail approval of the ECIAR members, the BOD shall be informed and advised that the proposed amendment(s) to the bylaws be further considered and resubmitted as approved by the ECIAR members.

However, any of the bylaws shall be altered, amended or repealed and new Bylaws shall be adopted without the approval of the BOD, at any meeting of the ECIAR members set forth in Article 12, Section 5 of the ECIAR Bylaws. (5-14-09)

Article XIII – Amendments to the Rules and Regulations

Amendments to the rules and regulations of the ECIMLS shall be by consideration of approval of the ECIMLS Committee subject to final approval of the BOD.

When approved by the BOD the amendments to the rules and regulations of the ECIMLS shall be effective immediately, or as stated in the amending resolution.

If the proposed amendments of the ECIMLS Committee fail approval of the BOD, the ECIMLS Committee shall be informed and advised that the proposed amendment(s) must be further considered and resubmitted to the BOD.

However, any of the rules and regulations shall be altered, amended or repealed and new rules and regulations shall be adopted without the approval of the BOD, at any meeting of the ECIAR, members set forth in Article 12, Section 5 of the ECIAR Bylaws. (5-14-09)

Article XIV – Dissolution

In the event the ECIMLS shall at any time terminate its activities, the BOD shall consider and adopt a plan of liquidation and dissolution with the approval of the ECIAR Members. Said plan shall provide for the collection of all assets, the payment of all liabilities, and that the remaining portions thereof be assigned to the parent corporation the ECIAR.



**EAST CENTRAL IOWA ASSOCIATION OF REALTORS®, INC.
EAST CENTRAL IOWA MULTIPLE LISTING SERVICE, INC.
"RULES AND REGULATIONS"
AMENDED 10/19**

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EAST CENTRAL IOWA ASSOCIATION OF REALTORS®, INC.
EAST CENTRAL IOWA MULTIPLE LISTING SERVICE, INC.
RULES AND REGULATIONS

Section 1 – Listing Procedures

Listing of real or personal property of the following types listed in Section 1.1, which are listed subject to a real estate broker's license, and are located within the service area of the ECIAR MLS and are taken by Participants on exclusive right to sell and exclusive agency listing forms approved by the ECIMLS must be entered into the MLS system by 11:59 P.M. of the next business day from the later of the listing start date or last seller signature date of the listing contract not including weekends and holidays. The ECIMLS may audit MLS Participant's Listing Agreements and listing amendments. Upon audit, failure to supply Listing Agreement or Listing agreement amendment within two (2) business days will result in a fine to the Participant (Broker) per agreement. See Section 7 ECIMLS Fines for fine schedule. (10/24)

- a. single family homes for sale or exchange
- b. vacant lots and acreage for sale or exchange
- c. two-family, three-family, and four-family residential buildings for sale or exchange

1.01 Clear Cooperation - Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.4 of the NAR model MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.

Marketing shall not take place on listing prior to listing start date or last sellers signature date of the listing contract (whichever is later). Marketing is defined as, but not limited to signage, social media, ads in publications or

personal solicitation. This practice is strictly prohibited and subject to fine.
(7-19)

- Note 1:** The ECIMLS shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form may be required as approved by the ECIMLS. However, the ECIMLS through its legal counsel:
- May reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants.
 - Assure that no listing form filed with the ECIMLS establishes, directly or indirectly, any contractual relationship between the ECIMLS and the client (buyer or seller).

The ECIMLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to cooperate with other participants of the ECIMLS acting as buyer, seller or dual agents. (Amended 8/24)

The listing agreement must include the seller's written authorization to submit the agreement to the ECIMLS.

The different types of listing agreements include:

- Exclusive Right to Sell
- Exclusive Agency
- Open
- Net

The ECIMLS may not accept net listings because they are deemed unethical – and in most states, illegal. Open listings may be accepted at local MLS discretion and must be accepted where required by law. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

The exclusive right to sell listing is the form of listing where the seller authorizes exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property. (Amended 2/26)

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale of the property, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. (Amended 8/24)

Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempt. Exclusive Agency listings shall show the code E.A. for exclusive agency in the Agent Remarks section of the description sheet. 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. (Amended 2/10)

Note 2: The ECIMLS does not regulate the type of listings its Members may take. This does not mean that the ECIMLS must accept every type of listing. The ECIMLS shall decline to accept net listings and may decline to accept open listings at local discretion (except where acceptance is required by law), 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 ECIMLS. (Amended 2/26)

Note 3: Holidays referenced in the rules are as follows: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Section 1.1 - Types of Properties: The following include but are not limited to the types of properties that may be published through the ECIMLS, and are required to be filed with the ECIMLS: (Amended 11/91)

- | | | |
|-------------------------------|-------------------------|----------------------|
| 1. residential | 5. business opportunity | 8. mobile home parks |
| 2. residential rental | 6. motel-hotel | 9. commercial income |
| 3. subdivided vacant lot | 7. mobile homes w/real | 10. industrial |
| 4. land and ranch/farm estate | | 11. multi-family |

Section 1.2 — Listings Subject to Rules and Regulations of the Service: Any listing taken on contract to be filed with the ECIMLS are subject to the rules and regulations of the ECIMLS upon signature of the seller(s).

Section 1.2.1: Limited Service Listings

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

- a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c) advise the seller(s) as to the merits of offers to purchase
- d) assist the seller(s) in developing, communicating, or presenting counter-offers
- 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 (LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. (Adopted 8/22)

When submitting a Limited Service Listing to the ECIMLS, the Listing Broker must include, as an Associated Document, a fully completed Disclosure Form for Limited Service Listings. The disclosure form is required to be uploaded into the MLS System within one (1) business day (excluding weekends and holidays). (4-23)

Section 1.3—Missing, Incorrect or Incomplete Listing Data Filed with the ECIMLS: Participants and subscribers are required to submit accurate listing data and required to correct any known errors. A listing when filed with the ECIMLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the property classification data form.

Section 1.3.1-ECIMLS Participants shall be responsible for uploading all listing data and related documents to the ECIMLS database.

Listing agreements and change forms that require the Seller's signature shall be sent to the office of the ECIMLS in the time frame set forth in these Rules and Regulations for verification and immediate disposal (shred).

The fee for the ECIMLS Office to upload property disclosures, listing data, photos, etc., will be determined by the ECIMLS Committee with approval by the East Central Iowa Multiple Listing Service Board of Directors.

Section 1.3.2-Branding - the flagrant use of personal logos, words Listing Agent, Listing Office, symbols, pictures, or contact information of agent, agent's office, broker or company in listing data available for public viewing (listing photos, public remarks, open house, virtual tours) is strictly prohibited and subject to a fine. Associated Documents: Associated Docs with Agent name, photo, and contact information are not allowed to be uploaded in Paragon with the Public Box checked. (When the Public box is unchecked, this means that the file is only viewable by MLS members and can be downloaded to print or email.) Brokerage logos are permissible in Associated Docs with the Public box checked. (3/24)

Section 1.3.3 –Listing photos – the use of other members listing photo(s) is a violation of copyright and is strictly prohibited and subject to a fine. (5-11)

Section 1.4 — Multiple Listing Options for Sellers

Withheld (Office Exclusive) Listings: Where the seller has directed the listing broker to not publicly market their property and to not disseminate it through the MLS to other MLS Participants and Subscribers, the Participant may then take the listing as an Withheld (office exclusive) exempt listing and such listing shall be filed with the MLS, subject to its local filing rules, but not disseminated to other MLS Participants and Subscribers.

Delayed Marketing: Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for a set length of time, up to the lifetime of the listing agreement. A delayed marketing exempt listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the delayed marketing exempt listing in a manner consistent with the seller's choice.

Exempt Listing Disclosure: The filing of an exempt listing (withheld/office exclusive or delayed marketing) with the MLS must be pursuant to a certification, signed by the seller, obtained by the listing broker which includes:

- disclosure about the professional relationship between the Participant and the seller; Changes to the NAR Handbook on Multiple Listing Policy for the Multiple Listing Options for Sellers Policy
- acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and
- confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS to other MLS Participants and Subscribers as an office exclusive listing or that their listing will not have

immediate public marketing through IDX and Syndication as a delayed marketing listing.

Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission pursuant to the MLS local rules.

Note 1: The Multiple Listing Options for Sellers policy is designed to give consumers greater choice and flexibility in marketing their homes for sale.

Each MLS has the unfettered local discretion in determining what is most suitable for their marketplace regarding a Delayed Marketing Exempt listing which includes adopting "0" days or to not implement the Delayed Marketing aspects of the Multiple Listing Options for Sellers policy.

Note 2: MLS Participants must distribute Withheld (Office Exclusive) exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day once after the listing is has been publicly marketed. See Section 1.01, Clear Cooperation (9/25)

Section 1.5—Amendment to Listing contract: Any amendment to the listing contract (change in price, expiration date or withdrawal), shall be made only when authorized in writing by the seller within one (1) business day except weekends, and holidays, after the authorized change is received by the listing broker. (Amended 8/24) (10/24)

Section 1.5.1 – Change in Listing Status: Any change in listing status (Active, Active-Delayed Showing, Pending, Pending-No Show, Subject to Contingencies–Show, Subject to Contingencies-No Show) with the exception of offers with subject to sale contingency and offers that include a bump clause, must be updated within one (1) business day except weekends and holidays, after the status change is received by the listing broker. In situations where the Listing Broker and Buyer Broker are in disagreement regarding the cancellation of an offer the ECMILS will not get involved in disputes over the status of the listing in Paragon.

NOTE: Active–Delayed Showing listings moving to Active before the date posted for available showings in the Agent Only Remarks section must be updated immediately upon Seller signature of Change Form and agents scheduled for showings at the posted date in the Agent Only Remarks section of the listing must be notified immediately. Failure to comply with this rule will result in a substantial fine.

Section 1.6 — Withdrawal of Listing Prior to Expiration: Listings of property may be withdrawn from the ECMILS by the listing broker before the expiration date of the listing agreement provided notice filed with the service, 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 the ECMILS to withdraw a listing without the listing broker's

concurrence. However, when a seller(s) can document that its exclusive relationship with the listing broker has been terminated, the ECIMLS may remove the listing at the request of the seller. (Adopted 11/96)

Section 1.7 - Removal of Listings when Participant Refuses/Fails to Timely Report Status Changes – ECIMLS may remove any listing from the compilation of current listings where the Participant has refused or failed to timely report status changes. Prior to the removal of any listing from the ECIMLS, the Participant shall be advised of the intended removal so the Participant can advise his or her clients(s)

Section 1.8 — Listing Contract: Any contingency or conditions of any term in a listing contract shall be specified and noticed to the Participants. (Amended 3/12)

Section 1.9 — 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. (Amended 11/92)

Section 1.10 — 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 office of the ECIMLS. (Amended 11/08)

Section 1.11 — No Control of Commission Rates or Fees Charged by Participants: The ECIMLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

Section 1.12 — Expiration of Listings: Listings filed with the ECIMLS will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the ECIMLS receives notice that the listing has been extended or renewed. (Amended 11/01)

(a) If 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. (Amended 11/01) (8/12) (10/24)(2/25)

Section 1.13 — Termination Date on Listings: Listings filed with the office of the ECIMLS shall bear a definite and final termination date, as negotiated between the listing broker and the seller. (11/08)

Section 1.14 — Service Area: Only listings of the designated types of property located within the service area of the ECIMLS are required to be submitted to the service. Listings of property located outside the ECIMLS's service area will (or will not) be accepted if submitted voluntarily by a Participant but cannot be required by the ECIMLS. (Amended 11/01)

Section 1.15 — Listings of Suspended Participants: When a Participant of the Service is suspended from the ECIMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, ECIAR bylaws, ECIMLS bylaws, ECIMLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the ECIMLS by the suspended Participant shall, at the Participant's option, be retained in the ECIMLS until sold, withdrawn or expired, and shall not be renewed or extended by the ECIMLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the ECIAR (except where ECIMLS participation without Board membership is permitted by law) or ECIMLS (or both) for failure to pay appropriate dues, fees, or charges, the ECIAR is not obligated to provide ECIMLS services, including continued inclusion of the suspended Participant's listings in the ECIMLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the ECIMLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

Section 1.16 — Listings of Expelled Participants: When a Participant of the ECIMLS is expelled from the ECIMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, ECIAR bylaws, ECIMLS bylaws, ECIMLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the ECIMLS shall, at the expelled Participant's option, be retained in the ECIMLS until sold, withdrawn, or expired, and shall not be renewed or extended by the ECIMLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the ECIAR (except where ECIMLS participation without Board membership is permitted by law) or ECIMLS (or both) for failure to pay appropriate dues, fees, or charges, a ECIAR is not obligated to provide ECIMLS services, including continued inclusion of the expelled Participant's listings in the ECIMLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the ECIMLS,

the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

Section 1.17 — Listings of Resigned Participants: When a Participant resigns from the ECIMLS, the ECIMLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the ECIMLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the ECIMLS, the resigned Participant may advise his clients. (11/08)

Section 1.18- Pictures: Any office submitting a listing must submit a clear, reproducible picture of the property with the listing within one (1) business days excluding weekends and holidays. If picture does not accompany listing, broker will be charged a price, which will be determined by the ECIMLS Committee, subject to approval of BOD. (6/90)

Section 1.19- Reserved Prospect(s): Is defined as an Exclusive Right to Sell or Exclusive Agency Listing Agreement under which the listing broker is authorized by the seller to cooperate with other brokers except those brokers working with the named Reserve Prospect(s). *Complete names of Reserved Prospects must be noted on listing agreement including the activation date and expiration date, the time limit shall be left to the client and listing REALTOR.*

Reserved Prospect(s) shall be identified with an appropriate code of "RP" along with the expiration date in the Agent Only Remarks so potential cooperating brokers will be aware there is a named Reserve Prospect(s) in the listing broker's Listing agreement.

Prior to beginning efforts to cooperate, potential cooperating brokers shall confirm with the listing broker whether the potential cooperating broker's client or customer is the named Reserved Prospect(s). Upon receipt of such an inquiry from a potential cooperating broker, the listing broker shall disclose the name(s) of the named Reserved Prospect(s). (Amended 8/24)

Section 1.20- Rent-To-Own (RTO) listings are acceptable in the ECIMLS. The Participant must provide a detailed explanation of any differences in list price and buyer qualification process in the "Agent Remarks" section of the listing Data. Rent-to-own must also be added to the "Terms" field in the "Features" section of the property listing data. (Amended 8/24)

Section 1.21 – Bedrooms: A room that can be used for sleeping, that has a door; and has an emergency means of escape and rescue opening to the outside (i.e. window) that conforms with state or local code. If the room does not meet the code, it should be considered an “other” room. “Other” rooms not meeting the building code can be referenced as potential non-conforming bedrooms in the public remarks section of the listing data. (Amended 11/23)

Section 1.22 - Auctions - with the Seller’s permission, members may, but are not required to enter data on properties sold at auction into the MLS system for comparable purposes. If they choose to enter the data, the member must provide the office of the ECIMLS with proof of the auction sale. They must enter the property information as the listing agent and select “House” as the selling agent. They must also notify other members that the property was sold by auction by selecting "Yes" in the "Auction" field of the MLS system. (Amended 8/24)

Section 1.23 – Seller Request for Delayed Showing – The Seller Request for Delayed Showing form must be completed by the Seller. The availability for the property showing date shall be no more than 14 days from the date the listing contract is active. The Listing agent must notify members of the delayed showing by selecting “Active – Delayed Showing” in the listing Status field in Paragon and place “No show till (date) in the Agent’s Remarks section. When changing status from Active-Delayed Showing to Active a signed change form must be signed by the Seller. Active – Delayed Showing listings moving to Active before the date posted for available showings in the Agent Only Remarks section must be updated immediately upon Seller signature of Change Form and agents scheduled for showings at the posted date in the Agent Only Remarks section of the listing must be notified immediately. Failure to comply with this rule will result in a substantial fine. (10/24)

Section 1.24 – Listing Associated Documents (Disclosures)- Participants shall be responsible for uploading all listing associated documents (disclosures) into the MLS system within one (1) business day (excluding weekends and holidays).

Section 1.25 - Residential Rental Classification - Properties listed in the Residential Rental Classification in Paragon are limited to Single Family, Townhouse or Condos that have their own parcel number. Apartments are not allowed.

Section 1.26 - Property Addresses - At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (1/22)

Section 1.27 - Seller Delayed Review/Response to Offers – Listing agents are prohibited from entering information regarding a Seller Delayed Review/Response to Offers in the Public Remarks Section in Paragon and marketing to the Public. Reference to the Seller Delayed Review/Response to Offers is to be placed in the Agent Only Remarks Section in Paragon. (4/23)

Section 1.28 - Co-listings – Co-listings of Participants and Subscribers will be accepted by the MLS. All listing agents must be identified. In the event of a co-listing with a non-member of the MLS, but who is licensed to sell real estate in Iowa, "outside MLS" must be used as the second list agent. The non-member's name and brokerage may also be listed in the Agent Only Remarks section, but no other identifying information will be allowed. (8/26)

Section 2 - Selling Procedures

Showings and Negotiations: Appointments for showings and negotiations with the seller for the purchase of listed property filed with the ECIMLS 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, or
- (b) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (Amended 4/92)
- (c) A cooperating broker (agent) is not to leave a business card at a home after they have shown the property unless specifically requested by the owner. (3/90)

Section 2.5—Reporting Sales to the ECIMLS: Status changes, including final closing of sales and sale prices shall be reported to the office of the ECIMLS by the listing broker within one (1) business day after they occurred not including weekends and holidays. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report the accepted offers and prices to the listing broker within two business days after occurrence and the listing broker shall report them to the office of the ECIMLS within two business days not including weekends and holidays after receiving notice from the cooperating broker. (Amended 5/07)

Note 1: The listing agreement of a property filed with the ECIMLS by the listing broker shall include a provision expressly granting the listing broker authority to advertise; to file the listing with the ECIMLS; to provide timely notice of status changes of the listing to the ECIMLS; and to provide sales information including selling price to the ECIMLS upon sale of the property. If deemed desirable by the ECIMLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the ECIMLS to its participants. (Amended 11/01)

Note 2: In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the ECIMLS. In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the ECIMLS:

1. categorizes sale price information as confidential and
2. limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

The ECIMLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the ECIMLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.

Note 3: As established in the Virtual Office Website ("VOW") policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. (2012)

Section 2.6—Reporting Resolutions of Contingencies: The listing broker shall report to the office of the ECIMLS within one (1) business day that a contingency on file with the ECIMLS has been fulfilled or renewed, or the agreement cancelled.

Section 2.7—Advertising of Listing Filed with the ECIMLS: A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

Section 2.8—Reporting Cancellation of Pending Sale: The listing broker shall report immediately to the ECIMLS 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. (Adopted 1/03, Amended 11/08)

Section 2.10 - Availability of Listed Property: Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

Section 3—Refusal to Sell

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

Section 4—Information for Participants Only

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

Section 4.1—"For Sale" Signs: Only the "For Sale" sign of the listing broker may be placed on a property. (Amended 11/89)

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 and Seller(s) authorize the cooperating (selling) broker to post such a sign. (Amended 4/96)

Section 4.3—Solicitation of Listing Filed with the Service: 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

ECIMLS 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 ECIMLS 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 ECIMLS 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 – Services Advertised as “Free” - MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (Amended 11/21)

Section 4.5 No Filtering of Listings – Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. (8/24)

Section 5— No Compensation Specified on MLS Listings

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data and data feeds.

Note 1: The ECIMLS must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the ECIMLS shall not publish the total negotiated commission on a listing which has been submitted to the ECIMLS by a Participant. The ECIMLS must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

Note 2: The ECIMLS shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

Note 3: Multiple listing services 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. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. (Amended 8/24)

5.0.0 Disclosures of Compensation: MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. (Amended 8/24)

5.0.1 Written Buyer Agreement – Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source;
- b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
- c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. (Amended 8/24)

5.0.2 Enforcement of Written Buyer Agreement – Enforcement of Buyer Agreements will be on a complaint basis; however, the ECIMLS may audit MLS Participant's Agreements regardless of complaint. Upon audit, failure to supply necessary Buyer Agreements within two business days will result in a fine to the Participant (Broker) per agreement and the ECIMLS may file a complaint with the Iowa Real Estate Commission. See Section 7 ECIMLS Fines for fine schedule. (8/24)

Section 5.0.3 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. (Amended 8/24)

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 ECIMLS, that person shall disclose that interest when the listing is filed with the ECIMLS and such information shall be disseminated to all Multiple Listing Service Participants. (2/82)

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. (Adopted 2/92)

Section 5.3- Guidelines for Use of ShowingTime: ShowingTime is a paid participant benefit. ShowingTime is designed to work with the ECIMLS to provide a seamless way for participants to schedule all their showing appointments online. Participants are required to subscribe/register in ShowingTime, periodically review and when needed update their personal account information in the online ShowingTime suite.

The ECIMLS may require participants to use ShowingTime as it provides an easy and effective way to schedule showing appointments between participants, provide uniform showing feedback responses, and track listing activity and buyer and seller activity.

The ECIMLS understands there are occasions when participants may not have access to the online system and therefore need to set up showings by calling the listing office. The listing office must accommodate their request to

schedule a showing appointment. Frequent misuse of this means to schedule appointments may result in disciplinary action by the Board of Directors.

IMPORTANT - Participants with listings must disclose to buyer agent participants that the seller will receive their showing feedback directly. To do that, the Listing Participant must go to the "Client Setup, Settings, Emails" Listing page and have both the "Email alerts" and "Show Feedback" options set to Yes. When that is done, the following alert in RED will be next to the SEND FEEDBACK Button on the bottom of the feedback email: **Seller WILL receive feedback directly.**

Section 6 - ECIMLS Fees, Charges and Assessments

The following fees, dues and assessments for operation of the ECIMLS are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed. All ECIMLS fees, dues and assessments, including, but not limited to initial origination fees, subscription fees, etc., shall be determined from time to time by the BOD and shall be assessed to the ECIMLS Subscriber. The party held responsible for payment of fees, dues and charges shall be the ECIMLS Subscriber. (1-95) (1/09) (2/11)

(a) Initial Participation Fee: An applicant for participation in the Service shall pay an application fee of \$450 with such fee to accompany the application. The Participant (Broker/Appraiser) shall pay an application fee for each of the licensees in their office. Every licensee affiliated with a Participant in the Service shall subscribe to the Service.

(b) Recurring Subscription fee: The annual participation fee of each participant shall be an amount equal to \$400 times each salesperson, team user profile, and licensed or certified appraiser and apprentice appraiser who has access to and use of the ECIMLS, whether licensed as a broker, sales licensee or certified appraiser and apprentice appraiser who is employed by or affiliated as an independent contractor with such Participant. Fee shall be prorated on a quarterly basis. (2-11-82) (8-89) (1/09) (2/11) (6/24)

However, ECIMLS must provide participants the option of a no-cost waiver of ECIMLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. The ECIMLS may at its discretion, that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated*. (Adopted 11/17)

*Mandatory waiver provision is effective no later than July 1, 2018.

Note 1: A multiple listing service may elect to have such fees payable on a quarterly or even monthly basis. However, added administrative services are necessitated by increased frequency of such payments.

Note 2: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of ECIMLS information as subscribers may, at their discretions, charge recurring fees. (Amended 11/17)

(c) SentiLock Lockbox System user fee: The quarterly subscription fee shall be assessed to each salesperson and licensed or certified appraiser and apprentice appraiser who has access to and use of the ECIMLS, whether licensed as a broker, sales licensee or certified appraiser and apprentice appraiser who is employed by or affiliated as an independent contractor with a participating SentiLock System Principle. Fee shall be prorated on a quarterly basis. (6-12)

(d) Annual SentiLock lockbox Audit: A SentiLock Lockbox Audit will be completed annually by the each of the Principals during the month of January. If a Principal fails to return the Lockbox audit form in the time frame indicated, they will be fined \$25 per day for every day it is late. Principals are responsible for the management of lockboxes issued to them by the ECIMLS. If an agent transfers from one Principal to a different Principal, the Principal the agent is transferring from is responsible for ensuring that lockboxes issued to that agent are returned prior to transfer. Principals who are unable to account for lockboxes issued to them will be responsible for paying the cost to replace them.

(e) Listing Data Upload Fee: A Subscriber shall pay a listing data upload fee (\$25) for listing data uploaded by staff members of the East Central Iowa Multiple Listing Service. (Adopted 6/09)

(f) Associated Documents Upload Fee: A subscriber shall pay an associated document upload fee (\$5) for each document uploaded by staff members of the ECIMLS. E.G. Seller Disclosure and Lead Paint Disclosure are 2 documents = total cost is \$10. (Adopted 1/13)

(g) A waiver from ECIMLS activities and fees, dues and assessments may be granted to a Subscriber, subject to the following stipulations:

- 1) The waiver shall be submitted by a Subscriber. (2/16/11)
- 2) All requests shall be subject to the approval of the ECIMLS Committee and the BOD. (2/11/82)

- 3) Granted waivers shall be reviewed by the ECIMLS every six (6) months, or as appropriate. Application shall continue unless cancelled. (2/11)
- 4) Presentation of requests for waiver renewals shall be made 30 days in advance of the waiver expiration date. (2/11/11)
- 5) Any illicit or misuse of the waiver privilege shall constitute a violation of membership by the Subscriber. Guilty Party (is) shall be subject to a fine and/or suspension and/or cancellation of the waiver. (5/13/82)

Section 7 – ECIMLS Fines

The Chief Executive Officer shall be empowered to list the following types of violations subject to review and approval of the ECIMLS Committee and assess routinely. Any fines imposed in this Section will be administered subject to the due process provisions of Section 10, Consideration of Alleged Violations.

The Fine Schedule is as follows: (5-20-09)

- (a) Late input of Listing Contract Amendment (change in price, expiration date, sale or withdrawal) \$25 Fine (11/14) (10/24)
 - 1) Exception to this fine schedule is the Listing Agreement. Failure to file this form with the ECIMLS within one (1) business day provides the ECIMLS Committee with discretionary power to file an ethics charge against the offending participant and/or invoke the \$25 per day Fine. (1-94)
- (b) ECIMLS may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations. Photographs submitted later than one (1) business day from active listing date. \$25 Fine (4/09)
- (c) Missing, incomplete, or incorrect ascertainable data. \$25 per violation. (10-22)
- (d) Late entering listing data in the ECIMLS: Fine of \$25 per day for every day late after the one (1) business day grace period (excluding weekends and holidays). (1/94) (10/24)
- (e) Penalties for distribution of ECIMLS or Realtor® Forms, for use by the general public, a non-Realtor®/ECIMLS or Affiliate Member, in a situation where it is known that no Realtor®/ECIMLS Member will be involved in the transaction, that Realtor® may be fined up to \$2500 and or expelled as a member
- (f) Sharing of Sentikey access information another agent or individual will be fined \$100 for the first offense with subsequent violations fines up to \$1000 as determined by ECIMLS committee.

- (g) Use of another agent's Sentikey access information by a member will be fined \$100 for the first offense with subsequent violations fines up to \$1000 as determined by ECIMLS committee.
- (h) Branding – members will be fined \$25 for the first offense with subsequent violations fines up to \$500 as determined by ECIMLS committee. (5/11)
- (i) Use of another member's listing photos – members will be fined \$25 for the first offense with subsequent violations fines up to \$500 as determined by the ECIMLS Committee. Use of another member's photos for Competitive Market Analysis or Appraisal is acceptable. (4/15)
- (j) Late Posting of Residential Property Disclosure, Lead Base Paint, and Limited Service Listing Disclosures – members have one business day (excluding weekends and holidays) to post, if posted after one 1 business day they will be fined \$25. (4/23)
- (k) Posting of incomplete Residential Property Disclosure (Seller fails to answer/address any of the 21 State of Iowa mandated questions) \$10 per unanswered question with a maximum fine of \$30 per disclosure. If after receiving notice that the Disclosure is not completed and the member fails to provide a complete Disclosure within one (1) business day after receiving notice, the member will be notified and fined again.
- (l) Late removal of Lockbox – members must remove the lockbox from Sold, Withdrawn or Expired listings within two business days or they will be fined \$25.
- (m) Late input of Status Change after one (1) business day (active, active-delayed showing, subject to contingencies, under contract/no show, under contract/pending, with the exception of offers with subject to sale contingency. \$10 fine (11/14) (10/24)
- (n) Late filing of SentiLock Lockbox Audit Form. \$25 per day
- (o) Failure to provide signed Seller Request for Delayed Showing form with Listing contract and notify participants of the delay in the Status (Active – Delayed Showing) and Agent's Remarks (No Show till date) fields of the MLS system. \$25
- (p) Failure to provide Change in Listing Status after one (1) business day: Any change in listing status (Active, Active-Delayed Showing, Pending, Pending-No Show, Subject to Contingencies-Show, Subject to Contingencies-No Show, except for offers with subject to sale contingency. \$25
- (q) Marketing a listing before the listing is active (see Section 1 Listing Procedures). \$100
- (r) Failure to update Active-Delayed Showing listings to Active immediately following Seller Signature and/or notifying agents of change with scheduled showings (see section 1.5.1) First offense \$2500, Second offense \$5000, Third offense listing agent/broker will be denied continued use of said program.

- (s) Reserve Prospects and Exclusive Agency not disclosed in Agent Only Remarks. \$10 (10/22)
- (t) Marketing Seller delayed review/response to Offers in Public Remarks. See Section 1.27 \$25 Fine (4/23)
- (u) Including offers of compensation to buyer brokers and other buyer representatives in Paragon, Showingtime or a website that receives an ECIMLS data feed. (Exclusion: Offers of compensation to buyer brokers or other buyer representatives are allowed on agent and company websites only on listings for their own brokerage.) Subscriber will be fined \$100 for the first offense with subsequent violations fines up to \$1,000 as determined by the ECIMLS committee. (8/24)
- (v) Failure to provide necessary Buyer Agreement within two business days after audit request. \$100 Fine to Participant (Broker) per agreement. (8/24)
- (w) Failure to provide Listing Agreement within two (2) business day after audit request. Fine of \$25 per day for every day late after the two (2) business day grace period (excluding weekends and holidays). (8/24) (10/24)

Note 1: Fines not paid after the ten (10) day late notice will have all services suspended.

Note 2: The Chief Executive Officer and the ECIMLS Coordinator will hear reasonable arguments from those fined but will not deviate from the rules.

Note 3: The ECIMLS Coordinator will accept from members appropriate MLS forms for properties listed in Illinois and Wisconsin.

Section 8 - Compliance with Rules - Authority to Impose Discipline

By becoming and remaining a Participant or Subscriber in the ECIMLS, each Participant and Subscriber agrees to be subject to the rules and regulations and any other ECIMLS governance provision. The ECIMLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other ECIMLS 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 ECIMLS 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.
- (e) Suspension of ECIMLS rights, privileges and Services for not less than thirty (30) days or more than one (1) year.

(f) Termination of ECIMLS rights, privileges and Services with no right to reapply for a specified period not to exceed three (3) years. (Amended 2/26)

Note: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one year. Any subsequent finding of a violation of the ECIMLS rules during the probationary period may, at the discretion of the BOD, result in imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of the other forms of discipline which will not be held in abeyance. (Revised 5/14)

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.

Section 8.1 — 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, fees or fines are paid in full (5/09). A 1.5%, or minimum \$25 penalty fee will be assessed for every 30 days from invoice due date for late payment. If service was suspended, a reinstatement fee of \$100 and costs for registered mail notifications will be added to the invoice. (8/21)

(b) Should the board be notified that payment lacked sufficient funds, subscriber will be charged an additional insufficient funds processing fee of \$30.

(c) If subscriber is delinquent more than 60 days from invoice due date, membership in the ECIMLS is terminated.

(d) For failure to comply with any other rule, the provisions of Sections 10 and 10.1 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 ECIMLS. 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 ECIMLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations. (Amended 11/88)

Section 8.2—Applicability of Rules to Users and/or Subscribers: Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the ECIMLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of ECIMLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant. (Adopted 4/92)

Section 9 — Meetings of ECIMLS Committee:

The ECIMLS Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

Section 9.1—Meetings of ECIMLS Participants: The Committee may call meetings of the Participants in the Service to be known as meetings of the East Central Iowa Multiple Listing Service.

Section 9.2—Conduct of the Meetings: The Chairperson or Vice Chairperson shall preside at all meetings or, in their absence; a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee.

Section 9.3 – Use of the Terms ECIMLS and East Central Iowa Multiple Listing Service, model ECIMLS Rules and Regulations (all types) No ECIMLS Participant, Subscriber or licensee affiliated with any Participant shall, through the name of the firm, their URLs, their email addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is a ECIMLS, or that they operate a ECIMLS, Participants, Subscribers and licensees affiliated with participants shall not represent, suggest or imply that consumers or others have direct access to ECIMLS databases, or that consumers or others are able to search

ECIMLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under ECIMLS rules to provide to clients or customers is available on their websites or otherwise.

Section 10 – 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. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Directors. (Amended 1/19)

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant.

Section 10.1—Violations of Rules and Regulations: If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be 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®.

Section 10.2—Complaints of Unethical Conduct: All other complaints of unethical conduct shall be referred by the board of directors of the service to the Iowa Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. (Amended 11/88)

Section 10.3 Complaints of Unauthorized Use of Listing Content: Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 10.3 of the MLS rules.

Upon receiving a notice, the committee (Board of Directors) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Directors), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the Committee's (Board of Director's) determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law.

Section 10.4 MLS Rules Violations: MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

Note: Adoption of Sections 10.3 and 10.4 are not required if the MLS has adopted alternative procedures to address alleged misuse of listing content that includes notice to the alleged infringer.

Section 11—Confidentiality of ECIMLS Information

Any information provided by the ECIMLS to the Participants shall be considered official information of the ECIMLS. 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. (Amended 4/92)

Section 11.1—ECIMLS Not Responsible for Accuracy of Information:

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

Section 11.2—Access to Comparable and Statistical Information:

ECIAR members who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the ECIMLS, 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 ECIMLS, including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of ECIAR members and individuals affiliated with ECIAR 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.

Section 12—Ownership of ECIMLS Compilation* and Copyright

By the act of submitting any property listing content to the ECIMLS the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations and also thereby does grant to the ECIMLS license to include the property listing content in its copyrighted ECIMLS compilation and also in any statistical report on comparable. 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. (Amended 1/17)

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any

liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.

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

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

To qualify for this safe harbor, the OSP must:

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

Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more information see [17 U.S.C. §512](#).

*The term MLS compilation, as used in Sections 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 database, card file, or any other format whatsoever.

Section 12.1—All right, title, and interest in each copy of every ECIMLS compilation created and copyrighted by the ECIAR and in the copyrights therein, shall at all times remain vested in the ECIAR.

Section 12.2—: Participants or their affiliated licensees shall not reproduce any ECIMLS compilation or any portion thereof, except in the following limited circumstances:

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

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

Any ECIMLS 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, comparable, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any ECIMLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of

existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the ECIMLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the ECIMLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 11/14)

Section 13— Use of Copyrighted ECIMLS Compilation

Participants shall, at all times, maintain control over and responsibility for each copy of any ECIMLS compilation leased to them by the ECIAR, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, (those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the ECIMLS.) Use of information developed by or published by the ECIMLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by the ECIMLS where access to such information is prohibited by law. (Amended 4/92)

Section 13.1—Display: Participants and those persons affiliated as licensees with such Participants shall be permitted to display the ECIMLS 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 ECIMLS compilation.

Section 13.2— Participants or their affiliated licensees shall not reproduce any ECIMLS compilation or any portion thereof, except in the following limited circumstances:

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

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the participant

or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

Any ECIMLS 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, comparable, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any ECIMLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. ECIMLS must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. ECIMLS may require execution of a third-party license agreement where deemed appropriate by the ECIMLS. ECIMLS may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 5/14)

Section 14— Use of ECIMLS Information

Limitations on Use of ECIMLS Information: Information from ECIMLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the ECIAR or ECIMLS may be used by ECIMLS Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the ECIAR or its ECIMLS 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 ECIAR (alternatively, from the ECIMLS) for the period (date) through (date)." (Adopted 11/97)

Section 15—Changes in Rules and Regulations

Amendments to the rules and regulations of the ECIMLS shall be by a majority vote of the Members of the ECIMLS Committee, subject to approval by the BOD of the ECIAR®.

Section 16 – Orientation (Removed 2/26)

Section 17— Internet Data Exchange (IDX)

IDX Defined: IDX affords ECIMLS Participants the Ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. (amended 5-17)

Section 17.1—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, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 05/17)

Section 17.2— Participation in IDX is available to all MLS participants who are engaged in real estate brokerage and who consent to display of their listings by other participants. (Amended 2/26)

Section 17.2.1 - Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12)

Section 17.2.2 - MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12)

Section 17.2.3 - Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 05/17)

Section 17.2.4 - Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed on any IDX site must be independently made by each participant. (Amended 1/22)

Section 17.2.5 - Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every 12 hours. (Amended 11/14)

Section 17.2.6 - Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 05/12)

Section 17.2.7 - Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 05/12)

Section 17.2.8 - Any IDX display controlled by a participant or subscriber that

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

Either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 17.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 05/12)

Section 17.2.9 - Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 05/12)

Section 17.2.10

An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

Section 17.2.11

Participants shall not modify or manipulate information relating to other participants listings.

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

Section 17.2.12 - All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data*. (Amended 01/22)

*Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. (Amended 05/17)

Section 17.3 Display - Display of listing information pursuant to IDX is subject to the following rules:

Note: All the following rules are optional but, if adopted, cannot be modified. Select those rules which apply to your IDX program and number the sections accordingly.

Section 17.3.1 - Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions and property security information) may not be displayed. (Amended 01/22)

Section 17.3.1.1 - The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 05/12)

Section 17.3.4 - All listings displayed pursuant to IDX shall identify the listing office.

Section 17.3.5 - Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant’s consent and control and the requirements of state law and/or regulation.

Section 17.3.6 - All listings displayed pursuant to IDX shall show the MLS as the source of the information. The MLS may at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the

registered consumer performing the property search or linked through the device's application. (Amended 05/17)

Section 17.3.7 - Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked through the device's application. (Amended 05/17)

Section 17.3.8 - Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. The MLS may at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked through the device's application. (Amended 05/17)

Section 17.3.9 - 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 five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/17)

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

Section 17.3.12- Display of expired and withdrawn listings** is prohibited. (Amended 1/22)

Section 17.3.13 - Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited. misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

Section 17.4 Service Fees and Charges - Service fees and charges for participation in IDX shall be a one time fee of \$100. (Adopted 11/01, Amended 5/05, Amended 10/21)

Section 18 – Virtual Office Website Rules

Section 18.1

(a): A Virtual Office Website ("VOW") is a Participant's internet website, or a feature of a participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search ECIMLS Listing information, subject to the Participant's oversight, supervision and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with their Participants consent, operate a VOW. Any VOW on a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

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

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

(d) As used in Section 18 of these rules, the term “ECIMLS Listing Information” refers to active listing information and sold data provided by Participants to the ECIMLS and aggregated and distributed by the ECIMLS to Participants.

Section 18.2

(a): The right of the Participant’s VOW to display ECIMLS Listing Information is limited to that supplied by the ECIMLS 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 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 ECIMLS Participants whose listings will be displayed on the Participant’s VOW.

Section 18.2.11 - 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 (a): Before permitting any consumer to search for or retrieve any ECIMLS Listing information on their 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 valid email address for, each Registrant. The Participant must send an email to the address

provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

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

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

(c) If the ECIMLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of the ECIMLS Listing Information or a violation of ECIMLS rules, the Participant shall, upon request of the ECIMLS, provide the name, email address, user name and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the ECIMLS, 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 bonafide 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 ECIMLS's ownership of, and the validity of the ECIMLS's copyright in the ECIMLS 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 ECIMLS, and other ECIMLS Participants or their duly authorized representatives, to access the VOW for the purpose of verifying compliance with ECIMLS 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 Registrant.

Section 18.4: 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 18.5: A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of ECIMLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as the requirement does not impose security obligations greater than those employed concurrently by the ECIMLS.

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

Section 18.6

(a): A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the internet. The listing broker shall communicate to the ECIMLS that the seller has elected not to permit display of the listing or property address on the internet.

Notwithstanding the forgoing, a Participant who operates a VOW may

provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property 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 displayed on the internet following (or a substantially similar) provision:

Seller Opt-Out Form

1. Please check either option a or Option b

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

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

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

Initials of seller

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

Section 18.7

(a): subject to subsection (b), below, a Participant's VOW may allow third parties:

(i) to write comments or reviews about a listing or display a hyperlink to such comments or reviews in immediate conjunction with listings, or

(ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the ECIMLS 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 18.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing.

A Participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 18.8: A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 18.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 18.10: Except as provided in these rules, the National Association of Realtors® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 18.11: 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 18.12: 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, or type of property. (1/22)

Section 18.13: 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 18.14: A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 18.15

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

- a. expired and withdrawn listings

Note: Due to the 2015 changes in IDX policy and the requirement that participants can use MLS listing information through all delivery mechanisms when providing brokerage services, MLSs can no longer prohibit the display of pending ("under contract") listings to the Registrants of a participant's VOW

- a. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- b. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- c. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- d. Sales price if sold information is not publicly accessible in the jurisdiction of the MLS. Sold information

Note: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 18.16f. must be omitted. (Revised 1/22)

Section 18.16: A Participant shall not change the content of any ECIMLS listing that is displayed on a VOW from the content as it is provided in the ECIMLS. The participant may however, augment ECIMLS listing information with additional information not otherwise prohibited by these rules or by other applicable ECIMLS rules or policies, if the source of such other information is clearly identified. This rule does not restrict the format of display of ECIMLS listing information on VOWs or the display on VOWS of fewer than all the authorized information fields.

Section 18.17: A Participant shall cause to be placed on his/her VOW a notice indicating that the ECIMLS listing information displayed on the VOW is deemed reliable but is not guaranteed accurate by the ECIMLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the ECIMLS from liability.

Section 18.18: A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

Section 18.19: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 50 sold listings in response to any inquiry.

Note: The number of listings that may be viewed, retried, or downloaded should be specified by the MLS in the context of this rule, but may not be

fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS whichever is less.

Section 18-20: 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

Section 18.21: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 18.23: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 18.24: Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.