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# MLS RULES & REGULATIONS

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*WITH POLICIES*



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COEUR D'ALENE MULTIPLE LISTING SERVICE  
409 W. Neider Avenue, Coeur d'Alene, ID 83815

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# RULES & REGULATIONS

## FOR THE COEUR D'ALENE MULTIPLE LISTING SERVICE

### SECTION 1: LISTING PROCEDURES

Listings of real or personal properties of the following types which are listed subject to a real estate broker's license, located within the territorial jurisdiction of the Coeur d'Alene Multiple Listing Service, and are taken by Participants on exclusive right to sell or exclusive agency listings, shall be delivered to the Multiple Listing Service within two (2) business days after all necessary signatures of seller(s) have been obtained: (Amended 11/17)

- 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

Marketing Begin Date is defined as the day any advertising and/or marketing begins.

*Note 1: The Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize, provided the listing is of a type accepted by the Service. A property data form may be required as approved by the Multiple Listing Service. However, the Multiple Listing Service, through its legal counsel:*

- *May reserve the right to refuse a listing form which fails to adequately protect the interest of the public and the participants.*
- *Assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller).*

*The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the Multiple Listing Service acting as sub-agents, buyer agents, or both.*

*The listing agreement must include the seller's authorization to submit the agreement to the Multiple Listing Service. If property is to be listed with MLS and upon sale of that listing, listing broker must report sale information to MLS per terms of MLS Rules & Regulations Section 2.5.*

*The different types of listing agreements include:*

- *exclusive right to sell*
- *exclusive agency*
- *open*
- *net*

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

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

*The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. 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 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 exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations.*

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

- a. Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- b. Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- c. Advise the seller(s) as to the merits of offers to purchase;
- d. Assist the seller(s) in developing, communicating, or presenting counter-offers; or
- e. Participate on the seller(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.

## 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. (Adopted 11/19, Effective May 1, 2020)

*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 1.3 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.*

## 1.1 Types of Properties

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

- a. Recreational properties, trackage, commercial, industrial and business opportunities, apartment houses of five (5) or more units, and farms over twenty (20) acres.
- b. Subdivisions, interpreted as meaning a group of at least five (5) vacant lots in one area under one ownership.
- c. Leasehold interests in real property with a minimum duration of one (1) year remaining.
- d. Out of state property, not to exceed a distance of seventy-five (75) miles driving distance outside of the service area of the MLS as from time to time defined by the MLS, provided that the member broker and named agent(s) submitting the out of state listing are licensed in the state in which the property is located. (Rev. 6/9/20)
- e. Property owned by members or employees, associates, or salespeople of Participants of the Service.
- f. Properties filed with the Service under the above provisions shall be subject to the same regulations as govern other listing properties.

## 1.2 Exclusions

- a. Mobile homes for sale as personal property shall be accepted by the MLS only if the listing includes real property or a leasehold interest in real property.
- b. Float homes for sale as personal property shall be accepted by the MLS only if the listing includes real property or a leasehold interest in real property.

*Note: For purposes of inclusion into the MLS, a float home is defined as: a floating structure which is designed and built to be used, or is modified to be used, as a stationary waterborne residential dwelling, has no mode or power of its own, is dependent for utilities upon a continuous utility linkage to a source originating on shore, and has a permanent continuous connection to a sewage system on shore.*

- c. Exceptions to these provisions may be submitted to the MLS Board of Directors for review/approval on a case-by-case basis.

## 1.3 Listings Subject to Rules and Regulations of the Service

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

## 1.4 Exempted Listings

If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.

The Coeur d'Alene MLS "Coming Soon Disclosure" or "Office Exclusive Disclosure" form or any certification from a seller to indicate that a listing is office exclusive, provided it contains the necessary information the MLS needs, must be executed by any seller(s) who direct their listing agent not to disseminate their listing to the Service. This form or notification must then be submitted to the MLS by the listing brokerage as sole certification of the seller's decision and must be submitted to the service within one (1) business day once the listing is publicly marketed. See Section 1.01 Clear Cooperation. (Revised 1/1/20)

(See POLICY 11: and ["Coming Soon Disclosure"](#) and ["Office Exclusive Disclosure"](#) form on Flexmls)

## 1.5 Detail on Listings Filed with the Service

A Listing Agreement or Property Data Form, when filed with the Multiple Listing Service by the listing broker in either written or electronic format, shall be complete in every detail which is ascertainable as specified on the Property Data Form. For all residential, multi-family, vacant land, commercial, and farm & ranch listings, a photograph or sketch which bears some relationship to the listing in question shall be submitted to the Service upon listing entry except where sellers expressly direct

that photographs of their property not appear in MLS compilations. Employees of the MLS shall be empowered by these presents to withdraw for completion those listings which are inaccurate or incomplete; a listing which is incomplete due to non-submission of a photo will be input immediately and notice sent to the participant.

#### **1.5.1**

Seller(s) signature is required on property data form, except that: for bank/financial institution owned, or relocation company owned, listings only, MLS will accept the "Application to List Property Without Seller's Signature" in lieu of signature on property data form. The application must be attached to the otherwise completed data form. To be considered complete, the data form must be signed by broker or broker's representative. The "Application to List Property Without Seller's Signature" must be signed by broker. In addition, the listing must be identified in the remarks as either a bank/financial institution owned property, or a relocation company listing.

#### **1.5.2 Accuracy of Listing Data**

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (Adopted 11/20)

### **1.6 Change of Status of Listing**

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within two (2) business days after the authorized change is received by the listing broker. A listing shall be reported as "Under Contract" (pending) when buyer and seller have reached final agreement on the terms of the offer. Listings marked as "Active with a Bump Clause" will retrieve in a search which specifies "Active with a Bump Clause" listings and will be disseminated in IDX feeds. (Rev. 2/1/2021)

### **1.7 Removal of Listing Prior to Expiration**

Listings of property may be removed from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement provided notice is filed with the Service. Notice of removal will include a copy of the agreement between the seller and the listing broker, or corroborating documentation, which authorizes the removal. Listing may not be removed by changing expiration date to allow the listing to "expire" early, unless a listing amendment is signed by Seller and Designated Broker or Authorized Signatory and filed with the service. (12/14/2016)

Expiration date on existing listing may not be changed in lieu of submitting cancellation notice. (3/10/2020)

#### **1.7.1 Cancellation**

Listing shall be shown as cancelled at written request of broker if listing broker has no further interest in listed property; if broker and seller have no further contractual obligations; or if broker and seller have no further agency relationship.

Listing broker may request that a listing be "cancelled" and re-listed immediately if property is to be re-listed with a significant change in the marketing. At least one of the criteria as shown below must apply:

- a. New listing price will reflect at least 10% change in list price as currently showing in system.
- b. New listing will reflect at least 25% change in amount of real property included in list price.
- c. If new construction, new listing will be built with different floor plan.
- d. New listing has been transferred from one agent to another in the same office.
- e. Property has had a change in ownership, such as a transfer from one family member to another, or foreclosure.
- f. If none of the criteria exist, listing broker may request that property be re-listed with new MLS# but with original begin date and with original list price still existent in listing history; existing listing will then be cancelled. Otherwise, property must be in cancelled status at least 15 calendar days from date of submission of cancellation to MLS before agent may re-list.

[\(See Cancel to Relist\)](#)

#### **1.7.2 Withdrawn**

- a. Listing shall be shown as withdrawn at written request of broker if listing will no longer be actively marketed via the MLS, but listing broker and seller still have contractual obligations or an existing agency relationship.
- b. Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his or her exclusive relationship with the listing broker has been terminated, the MLS may remove the listing at the request of the seller. Listing will then show in system as "Withdrawn" until listing broker submits cancellation notice or until listing expires.

### **1.8 Contingencies Applicable to Listings**

Any contingency or conditions of any term in a listing shall be specified and noticed to the participants.

### **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 unless the property is subject to auction. (Amended 11/92)

### **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 Multiple Listing Service.

### **1.11 No Control of Commission Rates or Fees Charged by Participants**

The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants.

### **1.12 Expiration, Extension, and Renewal of Listings**

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

If 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. Any extension or renewal of a listing must be signed by the seller(s) and be filed with the Service.

### **1.13 Termination Date on Listings**

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

### **1.14 Service Area**

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the Service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. (Amended 11/17)

*(Note: subject to exceptions under Section 1.1)*

### **1.15 Listings of Suspended or Expelled Participants**

When a Participant of the Service is suspended or expelled from the Multiple Listing Service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, Multiple Listing Service Bylaws, Multiple Listing Service Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the Multiple Listing Service by the suspended or expelled Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the Multiple Listing Service beyond the termination date of the listing agreement in effect when the suspension became effective.

If a Participant has been suspended or expelled from the Association or Multiple Listing Service (or both) for failure to pay appropriate dues, fees or charges, an Association Multiple Listing Service is not obligated to provide Multiple Listing Service services, including continued inclusion of the suspended or expelled Participant's listings in the Multiple Listing Service compilation of current listing information. Prior to any removal of a suspended or expelled Participant's listings from the Multiple Listing Service, the suspended or expelled Participant should be advised in writing of the intended removal so that the suspended Participant may advise his clients.

### **1.16 Property Address**

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. (Amended 05/21)

### **1.17 Listings of Resigned Participants**

When a Participant resigns from the Multiple Listing Service, the Multiple Listing Service is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the Multiple Listing Service compilation of current listing information. Prior to any removal of a resigned Participant's listings from the Multiple Listing Service, the resigned participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients.

### **1.18 Listings of Deceased or Incapacitated Participant**

Upon the death or incapacity of a Participant who is a designated broker for a legal business entity licensed as a real estate brokerage company, the licensed entity shall appoint and designate a qualified individual as designated broker pursuant to Idaho Code within ten (10) days of notice from the Multiple Listing Service or all listings of the deceased or incapacitated Participant shall be withdrawn by the Multiple Listing Service without further notice. Upon the death or incapacity of a Participant who is a sole proprietor broker, all listings of the Participant shall be withdrawn by the Multiple Listing Service upon the death or incapacity of the Participant without further notice. Any listings withdrawn pursuant to this Rule may be



resubmitted by a qualifying Participant.

## **SECTION 2: SELLING PROCEDURES**

Showings and Negotiations: Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple Listing Service 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 the cooperating broker.

### **2.1 Presentation of Offers**

The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

### **2.2 Submission of Written Offers**

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer. (approved 11/87)

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

### **2.3 Right of Cooperating Broker in Presentation of Offer**

Cooperating participants or their representatives have the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. They do not have the right to be present at any discussion or evaluation of the offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that cooperating brokers may not be present when an offer the cooperating broker secured is presented, cooperating brokers have the right to a copy of those instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 4/92)

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Adopted 11/19)

### **2.4 Right of Listing Broker in Presentation of Counter-Offers**

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

### **2.5 Reporting Sales to the Service**

Status changes, including final closing of sales and sales prices, shall be reported to the Multiple Listing Service by the listing broker within 7 business days after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 7 business days after occurrence and the listing broker shall report them to the MLS within 2 business days after receiving notice from the cooperating broker. (Amended 12/20)

*Note 1: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS 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 MLS 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 MLS.*

*In states where the actual sales prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:*

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 MLS 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 MLS 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. (Adopted 11/11).*

*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. (Adopted 11/11)*

- a. The sales report shall include the actual sale price, date of contract, date of closing, type of financing if known, and the name of the selling agency and agent. Removal of the listing from the MLS database within 90 days prior to or 90 days following the close of sale, shall not relieve the broker from the reporting requirement. Close of sale is the recording of the deed conveying the property to the buyer. Therefore, Broker may not report a listing as withdrawn or cancelled in lieu of submitting a sales report to MLS. (11/2016)
- b. For purposes of reporting to MLS for sales of real estate through the Multiple Listing Service, a "sale" shall be deemed to have occurred only when: (a) fee title shall have transferred from the seller to the purchaser, by the execution, acknowledgment, and recordation of a conveyance deed; or (b) in the case of a contract of sale (where the fee title is retained by the seller pending payment of the full purchase price), when all the incidents and benefits of ownership shall have passed from the seller to the purchaser as evidenced by the recordation of the contract of sale or a memorandum thereof. A sale shall not be deemed to have occurred merely because a portion of the purchase price shall have been paid to the seller, whether characterized as earnest money, option consideration, or otherwise, if fee or equitable title shall not have passed with the recordation of the final conveyance instrument or final memorandum of contract signifying the completion of the transaction.

### **2.5.1**

Sold price is defined as confidential information, and disclosure of confidential information, other than as allowed in Section 13 of these rules, is a finable offense. (2/11/20)

## **2.6 Reporting Resolutions of Contingencies**

The listing broker shall report to the Multiple Listing Service, within twenty-four (24) hours, that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled.

## **2.7 Advertising of Listing Filed with the Service**

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

## **2.8 Reporting Cancellation of Pending Sale**

The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale, and the listing shall be reinstated immediately.

## **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 co-operating broker.

## **2.10 Availability of Listed Property**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. Listing shall be available to be shown upon submission to the MLS. An active listing which is temporarily unavailable for showing must be put into withdrawn status until availability is no longer limited. Methods of advertising which indicate that the listing will be available for showings at a later date are to be avoided since they do not clearly indicate that broker and seller have executed a listing agreement.

## **SECTION 3: REFUSAL TO SELL**

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

The phrase "Owner Refused to Sell" shall be the only notice reported within the MLS system, within the PRIVATE remarks. If the participant wants to disclose or expand further on the subject he/she should find other means of communications and shall do so at their own risk of exposure to other events from the affected parties. (Amended 2/21)



## SECTION 4: PROHIBITIONS

Information for Participants Only: Any listing filed with the Service shall not be made available to any broker or firm not a member of the Multiple Listing Service without the prior consent of the listing broker.

### 4.1 "FOR SALE" Signs

Only the "For Sale" signs of the listing broker may be placed on the property.

### 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 authorized the cooperating (selling) broker to post such a sign.

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

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

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

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

### 4.4 Use of the Terms MLS and Multiple Listing Service

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

### 4.5 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 5: DIVISION OF COMMISSIONS

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

In filing a property with the Multiple Listing Service of an Association of REALTORS®, the Participant of the Service is making

blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.\*

The listing broker retains the right to determine the amount of compensation offered to other Participants acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law, which may be the same or different.

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

*\*The compensation specified on listings filed with the Multiple Listing Service shall appear in one of two forms. The essential and appropriate requirement by an Association MLS is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of submitting an offer to purchase. The compensation specified on listings filed with the Multiple Listing Service shall be shown in one of the following forms:*

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

*Note 1: The MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the MLS shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The MLS shall not disclose in any way the total commission negotiated between the seller and the listing broker.*

*Note 2: The listing broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised.*

*Note 3: The Multiple Listing Service 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 4: MLSs, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they produce an offer that ultimately results in a successful transaction.*

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

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

### **5.0.1 Disclosing Potential Short Sales**

For purposes of use in the MLS, the phrase "short sale" is defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies.

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

## **5.1 Participant as Principal**

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

## 5.2 Participant as Purchaser

If a Participant or any licensee (including licensed and certified appraiser) 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.

## 5.3 Dual or Variable Rate Commission Arrangements

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

## 5.4 Display of Listing Broker's Offer of Compensation

Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

*The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed. (Amended 11/21)*

## SECTION 6: SERVICE CHARGES

The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

### 6.1 Initial Participation Fee

The Initial Participation fee shall be in such amount as may be, from time to time, determined by the Board of Directors of the Service.

### 6.2 Subscription Fee

The monthly subscription fee shall be determined by the Multiple Listing Service Board of Directors.

The participant shall be levied a monthly subscription fee for each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a broker, sales licensee or licensed or certified appraiser, who is employed by or affiliated as an independent contractor with such Participant. Suspension of services due to non-compliance with any participatory obligation as specified in the MLS Bylaws or Rules & Regulations shall not be a reason to waive or suspend the monthly participation fee which is levied on the Broker/Participant. Participant must notify MLS within 30 days of license activation that a licensee has joined the office.

*Note 1: The monthly subscription fee should be a minimal charge based on actual costs of producing and distributing the information.*

However, MLSs must provide participants the option of a no-cost waiver of MLS 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. MLSs may, at their discretion, require 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. (Amended 8/18)

### 6.3 Waiver of Monthly Subscription Fee

A waiver of monthly subscription fees may be granted for any salesperson, whether licensed as a broker or salesperson, licensed or certified appraiser, who is employed by or affiliated as an independent contractor with the Participant, who does not, at any time, have access to or use of the Service; waiver to be approved by the MLS Board of Directors.

## SECTION 7: COMPLIANCE WITH RULES

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

- a. letter of warning

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

*Note 1: 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 (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent finding 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 the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14).*

*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. (Adopted 11/20)*

## **7.1 Compliance with Rules**

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

- a. for failure to pay any service charge or fee within 15 days of the due date and provided that at least ten (10) days' notice has been given, the Service may be suspended until service charges or fees are paid in full.
- b. For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

MLS staff shall be empowered to waive fine(s) levied under Section 7 under the following circumstances:

- participant submits written request to waive fine because seller has delayed return of information, listing form has been delayed due to mailing, or for some other cause which participant may explain in request, or
- participant submits copy of envelope showing cancellation date, or
- seller requests that listing be withheld from MLS until a particular date, or until a particular circumstance has been addressed.

## **SECTION 8: MEETINGS**

The meetings of the Participants of the Service or the Board of Directors of the Service for transaction of business of the Service shall be held in accordance with the provisions of Article 7, Bylaws of the Service.

## **SECTION 9: ENFORCEMENT OF RULES OR DISPUTES**

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. (Amended 11/20)

### **9.1 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. (Amended 11/96)

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

## **9.2 Complaints of Unethical Conduct**

All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to Coeur d'Alene Regional REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws. (Amended 11/88)

## **9.3 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 9.3 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. (Adopted 1/19)

## **9.4 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. (Adopted 1/19)

## **9.5 MLS Content**

The MLS has the right, but not the obligation, to reject, pull down, restrict publication of, access to, or availability of content the MLS in good faith considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, unlawful, or is otherwise objectionable. (Adopted 8/19)

# **SECTION 10: CONFIDENTIALITY OF MULTIPLE LISTING SERVICE INFORMATION**

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

## **10.1 Multiple Listing Service Not Responsible for Accuracy of Information**

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

# **SECTION 11: OWNERSHIP OF MLS COMPILATION\* AND COPYRIGHT**

By the act of submitting any property listing content to the MLS, 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 MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

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. (Amended 1/19)

*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. (Adopted 11/15)*

## **11.1 MLS Compilation**

All right, title, and interest in each copy of every MLS Compilation (as defined hereafter) created and copyrighted by the CDA MLS, and in the copyrights therein, shall at all times remain vested in the CDA MLS. 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. (Amended 4/14/20)

## **11.2 Display**

Each Participant shall be entitled to lease from the CDA MLS a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee with such Participant with one copy of such Compilation. The Participant shall pay, for each copy, the rental fee set by the Association.

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

\*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. (4/14/20)

## **11.3 Copyright**

By the act of submitting any property listing content to the CDA MLS, 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 also thereby does grant to the CDA MLS license to include the property listing content in its copyrighted MLS Compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (4/14/20)

### **11.3.1 Defend and Hold Harmless**

Each Participant who submits listing content to the CDA MLS agrees to defend and hold the CDA 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. (4/14/20)

## **11.4 Digital Millennium Copyright Act**

CDA MLS respects the intellectual property of others and has established the following procedures for receiving notice of infringement in compliance with the Digital Millennium Copyright Act (“DCMA”). (4/14/20)



### 11.4.1 Designated Agent

Pursuant to 17 U.S.C. § 512(c)(2), all notifications of claimed copyright infringement on the CDA MLS should be sent only to our Designated Agent, as registered with the United States Copyright Office. Written notification must be submitted to the following Designated Agent via letter or email:

Name of Designated Agent: Peter Smith  
Address: 601 E Front Ave, Ste 304  
Email: peter@smithmalek.com  
Telephone Number: 208-215-2411  
Facsimile Number: 208-215-2416  
(4/14/20)

### 11.4.2 Notice Content Requirements

As required under 17 U.S.C. § 512(c)(3), a DMCA-compliant notice must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. (4/14/20)

### 11.4.3 Removal Policy

Upon obtaining such DMCA-compliant notice as specified above, CDA MLS will act expeditiously to remove, or disable access to, the allegedly-infringed material. (4/14/20)

### 11.5 Repeat Infringement

It is CDA MLS policy, in appropriate circumstances, to terminate, limit, or suspend access to the MLS Compilation of any Participant who are repeat infringers or are repeatedly charged with infringement. In determining what sanction is appropriate, CDA MLS may take into account the following considerations among others:

- Whether the infringements were obvious or blatant;
- Whether the content was posted in good faith;
- The number of infringements and the period of time over which the content was posted;
- The number of valid notices of infringement that resulted in take-downs;
- Whether the Participant has a credible explanation for posting the infringing content.

CDA MLS is not obliged to and it is not our policy to conduct an exhaustive or costly investigation when Participants are charged with infringement.

Nothing in this Section is to be interpreted to limit CDA MLS authority to sanction any Participant. CDA MLS may terminate, limit or suspend the access of any Participant for any reason at any time and without notice. (4/14/20)

## SECTION 12: USE OF COPYRIGHTED MLS COMPILATION

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

### 12.1 Display

Participants licensed as a real estate broker, and those persons affiliated as licensees with such Participants shall be permitted

to display information from the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties described in said MLS Compilation.

Participants licensed as a real estate appraiser, and those persons affiliated as licensees with such Participants, shall be permitted to display information from the MLS Compilation to prospective purchasers or financial institutions only in conjunction with their ordinary business activity, except that such information shall not be used as the sole determinant to determine the market value of real property for property taxation assessment purposes.

## 12.2 Reproduction

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS 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 MLS. MLSs 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 05/14)

\* It is intended that the participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

## SECTION 13: USE OF MLS INFORMATION

Limitations on Use of Multiple Listing Service Information: Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or MLS may be used by MLS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker), nor does this authority convey the right to include the sales price of properties listed and sold by any MLS Participant. For sake of clarity, no MLS Participant may advertise a sales price of properties listed and sold by that or any other MLS Participant. (Rev. 4/14/20)

Notwithstanding the foregoing, any print or non-print advertisement or other forms of public representations based in whole or in part on information supplied by the Association or the Multiple Listing Service must clearly demonstrate the period of time over which such claims are based and must include the following notice:

*Based on information from CDA Regional REALTORS® or its Multiple Listing Service for the period (date) through (date).*

## SECTION 14: CHANGES IN RULES AND REGULATIONS

Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Board of Directors of the Multiple Listing Service, subject to final approval by the Board of Directors of Coeur d'Alene Regional REALTORS®.

## **SECTION 15:     ARBITRATION OF DISPUTES**

By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17.4 of the REALTOR® Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants, subject to the following qualifications:

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

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

Awards: The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the participant to disciplinary action at the sole discretion of the MLS. (Adopted 11/15)

## **SECTION 16:     STANDARDS OF CONDUCT FOR MLS PARTICIPANTS**

### **16.1**

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

### **16.2**

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

### **16.3**

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

### **16.4**

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

### **16.5**

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

### **16.6**

Standard 16.6 MLS participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.

### **16.7**

Standard 16.7 The fact that an agreement has been entered into with an MLS participant shall not preclude or inhibit any other MLS participant from entering into a similar agreement after the expiration of the prior agreement.

## 16.8

Standard 16.8 The fact that a prospect has retained an MLS participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS participants from seeking such prospect's future business.

## 16.9

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

## 16.10

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

## 16.11

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

## 16.12

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

The following types of solicitations are prohibited:

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

## 16.13

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

## 16.14

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

## 16.15

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

## 16.16

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

## 16.17

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

## **16.18**

Standard 16.18 MLS participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

## **16.19**

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

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

## **16.20**

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

## **16.21**

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

## **16.22**

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

## **16.23**

Standard 16.23 MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

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

## **16.24**

Standard 16.24 MLS participants shall present a true picture in their advertising and representations to the public, including Internet content, images, and the URLs and domain names they use, and participants may not:

- a. Engage in deceptive or unauthorized framing of real estate brokerage websites;
- b. Manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result;
- c. Deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic;
- d. Present content developed by others without either attribution or without permission; or
- e. Otherwise mislead consumers, including use of misleading images. (Revised 1/18)

## **16.25**

Standard 16.25 The services which MLS Participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

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

## **SECTION 17: ORIENTATION**

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry

and retrieval and the operation of the MLS within thirty (30) days after access has been provided.

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/17)

Failure to complete the required MLS orientation program within thirty (30) days will result in immediate loss of access until completed. Should a Participant fail to complete the required MLS orientation program, the Participant's access as well as any Subscriber affiliated with the Participant will be revoked until Participant completes the program.

(See [MLS 101/Orientation online program](#))

## **SECTION 18: INTERNET DATA EXCHANGE (IDX)**

*(See also ADDENDUM A: SCHEDULE OF FEES and POLICY 12:)*

IDX Defined: IDX affords MLS 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 listings. (Amended 5/17).

### **18.1 Authorization**

The Internet Data Exchange (IDX) program as operated by the Coeur d'Alene Multiple Listing Service serves as a means by which cooperation among member participants is enhanced. It is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public.

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 on IDX sites, 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 5/17).

### **18.2 Participation**

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

Participants may use the data provided by the Coeur d'Alene MLS in any way which does not violate state or federal law, REALTOR® Code of Ethics or Standards of Practice, MLS core purposes or MLS Rules & Regulations. It is the responsibility of the member broker to become familiar with all rules, regulations and MLS policies in regard to use of MLS information, and to notify any 3rd party consultants hired by or affiliated with the participant of the conditions and restrictions of use of MLS data.

#### **18.2.1**

Participants must notify the MLS of their intention to display IDX information by submitting a Request for IDX services. The request for IDX services will include the site address of the proposed IDX site, contact information for site service provider, and affirmation that the participant is aware of and intends to abide by all MLS Rules or policies in regard to display of MLS information on the participant's website.

Participants must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. Upon request, participants must give the MLS access to social media sites used by participants, and must permit the MLS to subscribe to participants' RSS feeds, to enable the MLS to confirm compliance with MLS rules.

#### **18.2.2**

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

#### **18.2.3**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly accessible Web sites or VOWs) or other electronic forms of display or distribution. (Amended 5/17)



#### **18.2.4**

Participants may select the listings they choose to display on their IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell, or exclusive agency). Selection of listings displayed through IDX must be independently made by each participant. (Amended 11/21)

#### **18.2.5**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 11/14)

#### **18.2.6**

Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 5/12)

#### **18.2.7**

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 5/12)

#### **18.2.8**

Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller’s listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 18.2.9, a Participant’s IDX display may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 5/12)

#### **18.2.9**

Participants shall maintain a means (e.g.: email 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. The participant 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 that property explaining why the data or information is false. However, the participant shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

#### **18.2.10**

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)

#### **18.2.11**

Participants shall not modify or manipulate information relating to other participants’ listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Adopted 05/15)

#### **18.2.12**

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 11/21)

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. (Amended 5/17)

### **18.3 Display**

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

### **18.3.1**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information) may not be displayed. (Amended 11/21)

#### **18.3.1.1**

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

### **18.3.2**

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. Agent IDX displays shall be limited to options identified in IDX policy for Agent Website Displays, as from time to time amended, which is attached to and is a part of the MLS Rules & Regulations. (See POLICY 12: IDX policy for Agent Website Displays)

### **18.3.3**

Listings obtained through IDX feeds from REALTOR Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. 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. (Amended 11/14)

### **18.3.4**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that "IDX information is provided by the Coeur d'Alene Multiple Listing Service 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. 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. (Amended 5/17)

### **18.3.5**

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.

### **18.3.6**

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

### **18.3.7**

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

### **18.3.8**

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

### **18.3.9**

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

### **18.3.10**

Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited.

### **18.3.12**

Display of expired, and withdrawn listings is prohibited. (Amended 05/21)

## **18.4 Service Fees and Charges**

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

## **SECTION 19: VIRTUAL OFFICE WEBSITES (VOWs)**

### **19.1**

- a. A "Virtual Office Website" (VOW) is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker- consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.
- b. As used in Section 19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight,

supervision, and accountability.” References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a Participant.

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

## 19.2

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

## 19.3

- a. Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
  - i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
  - ii. The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
  - iii. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.
- b. The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.
- c. If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:
  - i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
  - ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
  - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
  - iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property;
  - v. That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database.
- e. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized

representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

## 19.4

A Participant's VOW must prominently display an email 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.

## 19.5

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

## 19.6

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

### Seller Opt-out Form

#### 1. Check one.

- 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 searches.

\_\_\_\_\_  
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.

## 19.7

- a. Subject to subsection (b), a Participant's VOW may allow third-parties:
  - i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing
- b. Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, 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."

## 19.8

A Participant's VOW shall maintain a means (e.g., email 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.

## 19.9

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

## 19.10

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.

## 19.11

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

## 19.12

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property

## 19.13

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

## 19.14

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

*Note: Adoption of Sections 19.15 –19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on Participants' use of MLS Listing Information in providing brokerage service through all other delivery mechanisms.*

## 19.15

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 are allowed to 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.*

- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- d. The seller's and occupant's name(s), phone number(s), or email address(es).
- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.
- f. Sold information

## 19.16

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

## 19.17

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

## 19.18

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

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 0 sold listings in response to any inquiry.

*Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule but may not be fewer than five hundred (500) listings or fifty (50%) percent of the listings in the MLS, whichever is less. (Amended 11/17)*

*Note: Adoption of Sections 19.20–19.25 is at the discretion of the MLS. It is not required that equivalent requirements be established related to other delivery mechanisms.*

### **19.19**

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

*Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.*

### **19.20**

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 Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

### **19.21**

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.

### **19.22**

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

### **19.23**

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. (11/03/08)



## ADDENDUM A: SCHEDULE OF FEES

Fees are non-refundable. Notice of license change due to MLS within 1 business day of change.  
Participant Broker or Appraiser is responsible for payment of ALL MLS membership fees and fines.

### **FEES:**

#### **NEW APPLICATION FEE:**

|  |            |
|--|------------|
| New Participant, Realtor .....                   | \$500.00   |
| New Participant, Non-Realtor .....               | \$1,000.00 |
| New Office or each Additional Office .....       | \$250.00   |
| Reinstatement of MLS Access within 6 months..... | \$150.00   |

#### **MONTHLY SUBSCRIPTION FEE:**

|  |               |
|--|---------------|
| Realtor member, per each real estate licensee or appraiser affiliated with office..... | \$30.00/month |
| Non-Realtor, per each real estate licensee or appraiser affiliated with office .....   | \$50.00/month |
| Non-licensee Access (for more than 1 allotted) .....                                   | \$30.00/month |

#### **IDX FEE:**

|  |               |
|--|---------------|
| IDX Vendor Monthly API License Fee for each Brokerage, charged to Vendor ..... | \$9.00/feed   |
| IDX Vendor API one time Activation Fee for each Feed charged to Vendor .....   | \$25/new feed |

In Addition:

1. We will require Quarterly Roster reports to be submitted by the vendor to make sure that agents with IDX feeds are active with the MLS.
2. Failure to submit the required roster will result in additional penalties and possible termination of all feeds for that vendor.

#### **SERVICES:**

|  |          |
|--|----------|
| MLS Staff input of listing .....                         | \$100.00 |
| Additional Listing Placement (Parent/Child Listing)..... | \$50.00  |

## ADDENDUM B: SCHEDULE OF FINES FOR ADMINISTRATIVE SANCTIONS

(within a 3 year period)

Potential violations of the MLS rules will be processed in accordance with MLS Policy Statement 7.21, and under the process provided for in Section 9 of the NAR model MLS Rules and Regulations. Potential violations of a data license agreement are not governed by NAR policy and will thus follow the terms for resolution in the agreement itself. (Amended 11/20)

| Violation   | MLS Rules   | Fine<br>(1st<br>offense)                          | Fine<br>(2nd<br>offense)                          | Fine<br>(3rd<br>offense)                       | Training or other<br>sanction in lieu of<br>or in addition to a<br>fine |
|---|---|---|---|--|---|
| <b>FINES:</b>   |   |   |   |  |   |
| Failure to notify the MLS within 2 Business days of subscriber license transfer                                     | Section 9 - Non-Licensee Access to MLS                  | \$50  | \$100   | \$500  | MLS 101; Post License Fundamentals                                      |
| Broadcast email violation   | Section 9.5, Section 16 - Broadcast Email               | 1-week suspension from email capabilities & \$100 | 2-week suspension from email capabilities & \$250 | Permanent suspension from email capabilities   |   |
| Coming Soon Violation   | Section 1, Section 16 - Coming Soon Listings            | \$500   | up to \$1000*                                     | up to \$5000* plus appearance before the board | MLS 101; Post License Fundamentals                                      |
| Failure to submit a required listing to the MLS within 1 business day   | Section 1 – Listing Procedures                          | \$50  | \$100   | \$500  | MLS 101; Post License Fundamentals                                      |
|   | Section 1.01 – Clear Cooperation                        |   |   |  |   |
|   | Section 1.3 – Exempted Listings                         |   |   |  |   |
|   | Section 1.12 – Service Area                             |   |   |  |   |
| Failure to submit “Coming Soon” or “Office Exclusive” disclosure form to the MLS within 1 business day of marketing | Section 1 – Listing Procedures                          | \$50  | \$100   | \$500  | MLS 101; Post License Fundamentals                                      |
|   | Section 1.01 – Clear Cooperation                        |   |   |  |   |
|   | Section 1.3 – Exempted Listings                         |   |   |  |   |
|   | Section 1.12 – Service Area                             |   |   |  |   |
| Failure to submit accurate and complete listing information   | Section 1.2.1 – Limited Service Listings                | \$50  | \$100   | \$500  | MLS 101; Post License Fundamentals                                      |
|   | Section 1.2.2 – MLS Entry-only Listings                 |   |   |  |   |
|   | Section 1.2 – Detail on Listings Filed with the Service |   |   |  |   |
|   | Section 1.11 – Termination Date                         |   |   |  |   |

| Violation   | MLS Rules  | Fine<br>(1st<br>offense)   | Fine<br>(2nd<br>offense)        | Fine<br>(3rd<br>offense)          | Training or other<br>sanction in lieu of<br>or in addition to a<br>fine |
|---|--|--|---------------------------------|-----------------------------------|---|
| Failure to report and update listing information within 2 business days of signatures                   | Section 1.4 – Change of Status of Listing  | \$50   | \$100                           | \$500                             | MLS 101; Post License Fundamentals                                      |
|   | Section 1.5 – Withdrawal of Listing Prior to, 1.6 –Contingencies Applicable to Listings,   |  |                                 |                                   |   |
|   | Section 1.7 – Listing Price Specified  |  |                                 |                                   |   |
|   | Section 2.5 – Reporting Sales to the Service, Reporting Resolutions of Contingencies, Reporting Cancellation of Pending Sale   |  |                                 |                                   |   |
| Failure to submit closed information on an MLS listed property to MLS within 7 business days of closing | Section 2.5 - Reporting Sales to the Service   | \$100  | \$500                           | \$1000* and appear before the BOD | MLS 101; Post License Fundamentals                                      |
| Failure to respond and/or fix listing error notifications from MLS staff within 2 business days         | Section 7 – Compliance with Rules  | \$150/day, up to \$450 max plus listing withdrawn  |                                 |                                   | MLS 101; Post License Fundamentals                                      |
| Photos taken from previous Broker’s listings without permission   | Section 7 – Compliance with Rules  | \$150/day, from date of notification unless removed within 2 business days of notification |                                 |                                   | MLS 101; Post License Fundamentals                                      |
|   | Section 9.3 – Complaints of Unauthorized Use of Listing Content  |  |                                 |                                   |   |
| Failure to include cooperative compensation   | Section 5 – Compensation Specified on Each Listing   | Listing Withdrawn plus retake MLS 101 to understand purpose of MLS                         | \$100                           | \$500 and Presented to BOD        |   |
| Failure to disclose status as a principal or purchaser  | Section 5.1 – Participant as Principal   | \$50   | \$100                           | \$500                             | MLS 101; Post License Fundamentals                                      |
|   | Section 5.2 – Participant as Purchaser   |  |                                 |                                   |   |
| Sold Price of MLS listed property published to public in any manner                                     | Section 2.5.1 - Sold price is defined as confidential information and disclosure of confidential information, other than as allowed in Section 13 is a finable offense | \$500  | \$1000* & appearance before BOD | \$5000* & appearance before BOD   |   |

| Violation  | MLS Rules   | Fine<br>(1st<br>offense)                                     | Fine<br>(2nd<br>offense)   | Fine<br>(3rd<br>offense)   | Training or other<br>sanction in lieu of<br>or in addition to a<br>fine |
|--|---|--|--|--|---|
| Failure to pay<br>MLS Dues,<br>Fees and<br>Changes (Late<br>Fee)   | Section 6 – Service Fees and Charges                  | 10% of invoiced amount                                       |  |  |   |
| Nonsufficient<br>funds /<br>returned<br>check Fee/<br>Declined<br>Credit Card                            | Section 6 – Service Fees and Charges                  | \$20 if we<br>are<br>charged by<br>our bank                  | \$35 if not<br>settled<br>within 2<br>business<br>days of<br>notice  | If no change to payment method<br>by 3rd notice access will be shut<br>off for non-payment |   |
| Reconnection<br>of MLS Access<br>within<br>months of<br>termination<br>due to non-<br>payment            | Section 6 – Service Fees and Charges                  | \$<br>150.00   | \$<br>300.00   | \$<br>450.00   |   |
| Misuse or<br>unauthorized<br>distribution<br>of MLS<br>content   | Section 10 – Confidentiality of MLS<br>Information    | \$500 and<br>retake MLS<br>101                               | \$<br>1,000.00   | \$5000 and<br>appearance<br>before the<br>board  |   |
|  | Section 12 – Distribution                             |  |  |  |   |
|  | Section 12.1 – Display                                |  |  |  |   |
|  | Section 12.2 – Reproduction                           |  |  |  |   |
|  | Section 13 – Limitations on Use of MLS<br>Information |  |  |  |   |
| Sharing<br>unauthorized<br>access to MLS<br>System   | Section 9 - Policy 6: Non-Licensee access to<br>MLS   | \$500  | \$1000*  | \$5000*<br>and<br>appearance<br>before BOD   |   |
| Failure to<br>complete<br>orientation or<br>continuing<br>education                                      | Section 17 – Orientation                              | Access denied if not completed within 30 days of application |  |  |   |
| IDX Display<br>Violation   | Section 18.2.1  | \$<br>500.00   | \$2000*<br>plus<br>completion<br>of Post<br>License<br>Pricing,<br>Marketing<br>and<br>Advertising<br>w/in 12<br>months. | Up to<br>\$10,000 *<br>& Appear<br>before the<br>BOD                                       |   |
| * Second and third violations to be reported to the MLS Board of Directors prior to issuance of sanction |   |  |  |  |   |

UPDATED 11/7/22

## POLICY 1: USE OF MLS DATA ON ELECTRONIC DISPLAYS OR IN-OFFICE USE

*References: MLS Rules & Regulations Section 18, 19*

### A. Definitions:

1. For purposes of this MLS Policy, a limited electronic display is a collection of related web pages, images, videos or other digital assets that are addressed with a common domain name or IP address.
2. Pages of a display are accessed from Uniform Resource Locator (URL), in this instance, the "address" of the site which directs user to the website "homepage."
3. An IDX Solution is the part of the display which addresses display of listing information received from the MLS. The IDX Solution includes the search engine, initial search results display, and detailed search results display, and any other displays which use MLS information.
4. This policy sets parameters for use of MLS information in the IDX Solution for subscriber (i.e. non-principal broker and sales licensees) websites, per [Section 18 and 19](#) of the MLS IDX rules.
5. All IDX displays and VOW displays are subject to all other provisions of MLS Rules & Regulations regarding display or use of MLS data.

### B. Office Website

1. Broker may request use of MLS data for in-office application, for use in a VOW on broker's office or personal website, or for IDX display on broker's office or personal website(s).
2. The webmaster (vendor) for a website will become an authorized provider for the broker when an office website is authorized to use MLS data.
3. All Office websites must be owned or registered by Broker/Participant, and must be an active website. MLS may require that documentation of website ownership or registration be submitted with the application for use of MLS data.
4. An office website URL (address) shall clearly identify either the broker/participant (owner of the website), or the purpose of the website, and shall in either event reference the brokerage via the name of the broker or office, or the trademark of broker or office
5. Access to an office website, may not be via a vendor website; office website URL shall have a "stand-alone" identity.

### C. Subscriber Website Authorizations: Broker can authorize non-principal brokers and sales licensees for IDX displays provided by an IDX provider authorized & licensed to use MLS data for the broker's benefit, using one of the IDX solutions below.

1. IDX solution from broker's primary or secondary office IDX provider. If Vendor is not already an authorized provider for the office, Vendor must complete Vendor License Application & Data-Use Agreement if there is not one already on file for the Vendor, and must pay all required application & license fees.
2. IDX provider(s) authorized by broker to provide IDX services to broker's agents. If Vendor is not already an authorized provider for the office, Vendor must complete Vendor License Application & Data-Use Agreement if there is not one already on file for the Vendor, and must pay all required application & license fees.
3. IDX solution provided by Broker's Nat'l Franchise corporate site,
4. IDX solutions as provided by MLS vendor
5. Access to a subscriber's website may not be via a vendor website; website URL shall have a "stand-alone" identity.

### D. Vendor must submit application to access data feed, data use/confidentiality agreement, and payment of MLS administrative fees as defined in the MLS Rules & Regulations, ADDENDUM A: SCHEDULE OF FEES . Any additional costs associated with the data transfer process shall be the responsibility of Broker.

*Revised 8/22/2016*

POLICY 2: ADDITIONAL LISTINGS

*References:* *MLS Rules & Regulations Section 1*

*Definition:* *An additional listing is defined as any listing which is to be entered into the database under two different categories, areas, or listing types.*

- 1) An additional listing charge will be levied if any part of the listing is contained in any other listing - as indicated by the following examples:
  - Large acreage to be listed as the entire parcel and/or individual acreage parcels split to be listed separately. In this instance, the larger acreage which includes the individual acreage tracts will be billed as the duplicate.
  - House and 2 lots: to be sold either as one unit or is to be marketed as House and 1 lot with additional lot listed separately. In this instance, the listing which includes all of the real estate will be billed as the duplicate.
  - New construction house and land - to be marketed as either Residential OR Vacant Land.
  - Manufactured home with own land or on acreage may be entered S1 or S2 as an additional placement **only** if the manufactured home has been converted to real property, with all 5 criteria met, and is a Class A manufactured home.
  - New construction house and land with unfinished below grade area at one price, land with house with finished below grade area at higher price.

*Note that examples above are not all inclusive. There may be other listings which qualify as additional placements which will be considered on a case by case basis. In all cases, the property must qualify for the additional placement (i.e. house on less than approximately 2 acres may not be entered as a Site Built > 2 acres listing, and a Secondary Waterfront property may not be entered as Waterfront, etc.).*

- 2) First placement must be correct listing type and/or area as defined by section, township and range.
- 3) Additional listings by Area are allowed only if the property is located in a section which is contiguous or border-line with another area.
- 4) The fee for an additional listing is for the length of the listing. As long as the listings are kept active and current, there will be no additional fee.
- 5) If the listings are allowed to expire and must be re-entered as new listings, the additional listing fee will be levied.
- 6) When property is sold, only one of the listings will be reported as sold, the other(s) will be deleted.
- 7) Additional listing must be entered using Parent/Child relationship structure within Flexmls.

*Adopted 1990  
Revised 2/1/2021*



### POLICY 3: SPECIAL LISTING CONDITIONS (AUCTIONS, REO'S, SHORT SALES)

*References: MLS Rules & Regulations Section 1*

- 1) Special Listing Conditions include the following:
  - a) Auction
  - b) Bankruptcy
  - c) In Foreclosure
  - d) Probate Listing
  - e) REO
  - f) Short Sale (Approved and Not Approved)
  - g) Third Party Approval
- 2) Special listing conditions will be disclosed on applicable listings by selecting the appropriate condition(s) for sale.
- 3) Auction Listings:
  - a) List Price is required for all listings. For Auction listings, then the list price must be disclosed as "Auction" or "Minimum Bid Amount" in the public remarks.
  - b) Date of Auction must be entered as the expiration date. If the property does not sell, agent may submit a new listing for the property with no delay in marketing time.
  - c) The auction website is allowed in private remarks or agent-to-agent communication (not public remarks)
- 4) ~~Auction listings are not included in the release of statistical information.~~ **Note: Auction properties to be accounted for in statistics the same way REO and Short Sales are in the Distress Sales/Typical Sales section.**

*Adopted 4/13/1999  
Revised 2/8/2021*

## POLICY 4: BROKER LOAD

*References: MLS Rules & Regulations Section 1*

- 1) Broker must file the "[Subscriber Access Authorization](#)" form with the MLS.
- 2) Agents must have written permission from their broker to participate in broker load program on file with the MLS and must complete the MLS orientation program as defined in SECTION 17: ORIENTATION.
- 3) Broker's authorization will contain level of broker load functions which will be allowed.
- 4) In event agent transfers to another office, broker load capability will be suspended until agent's new broker submits Subscriber Access Authorization form for that agent.
- 5) Abuse of the broker load privilege may be cause for suspension of the capability.
- 6) Unless requested in writing by listing agent/broker, MLS will make no change in broker loaded listings *except* to correct items which are MLS Sort items, such as listing type, grid #, area placement, or realtor.com type.
- 7) MLS will assess a fee for MLS staff to input listings into the MLS. There is no charge for MLS staff to input change notices at this point in time.
- 8) Listings for new or returning agents will be input by MLS staff at no charge until after the next scheduled broker load training session.

*Adopted 1998  
Revised 6/12/2018*

## POLICY 5: PUBLIC REMARKS, PRIVATE REMARKS AND DIRECTIONS

*References: MLS Rules & Regulations Section 16*

- The following items may NOT be included in any free text field, including but not limited to **public remarks, private remarks, and directions**:
  - 1) Language which violates or appears to violate fair housing laws, including language which references, excludes or may appear to reference or exclude any of the classes protected by fair housing laws; in addition; The Fair Housing Act states that it is unlawful to make, print or publish any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination.
  - 2) Language which may be a violation of NAR Code of Ethics.
  - 3) Seller's reason for selling, unless seller has given specific written instructions that this information may be included.
- The following items may NOT be included in **public remarks**:
  - 1) Contact information - any name(s), including business name(s) or builder name, email address(s), website(s), telephone number(s), physical addresses. This information may be included in the private remarks.
  - 2) Instructions to consumers - anything which may imply to the consumer that ***listing*** agent or office must be called in order to receive further information or showings. This language may be included in the private remarks, if necessary to inform other agents of special showing instructions.
  - 3) Disclosure of conditions, restrictions, or additional requirements of a 3<sup>rd</sup> party entity in regard to purchase or use of the property for sale, or in regard to continued use of leased land. This information may be included in private remarks, shall be limited to the specific item or items required by the 3<sup>rd</sup> party entity, and shall avoid use of any language pertaining to a specific person.
- The following items may NOT be included in **private remarks**:
  - 1) Confidential information such as seller's "net proceeds" requirements, or
  - 2) Other confidential information, disclosed by seller to listing agent, disclosure of which may act to the detriment of seller.
- The following items ARE to be included in remarks as specified:
  - 1) Non-conforming bedrooms (those without TWO points of legal egress) may be included in Total Bedrooms ONLY if they are disclosed in the **public remarks**. Such disclosures can be as simple as "Basement bedroom non-conforming" or "one bedroom non-conforming."

*Adopted 11/9/2010  
Revised 2/8/2021*

## POLICY 6: NON-LICENSEE ACCESS TO MLS

*References: MLS Rules & Regulations Section 9*

- 1) Upon submission of "Admin Access Authorization" form by a member Broker, a non-licensee employee or independent contractor (hereinafter referred to as personnel) may be given access to the MLS for the exclusive benefit of the member Broker or broker's agent.
- 2) Non-licensee administrative personnel shall be given their own access codes, and will not use the broker or agent's access codes.
- 3) Such personnel shall not be considered to be users or subscribers of the MLS, and shall have no rights or privileges as MLS members, users or subscribers.
- 4) Such personnel shall access the MLS system only on behalf of their employer, and not for their own personal use.
- 5) Such personnel shall be subject to the same obligations as are imposed upon licensees, including but not limited to the obligation to attend a computer training program on use of the MLS system, the obligation to maintain the confidentiality of the MLS database, the obligation to attend a broker load training session if the personnel is to be responsible for employer's listing maintenance, and the obligation to abide by the NAR Code of Ethics and all relevant MLS rules & regulations.
- 6) Broker will submit affirmation that broker will be held responsible for all non-licensed personnel's actions in the same manner that broker is responsible for licensee's actions, that broker will hold MLS harmless from any claims for damages arising from any action of the personnel while using the MLS system, and that broker will notify MLS within two (2) business days when personnel has left broker's employ. See Fines on Addendum A.
- 7) Number of non-licensee admin accounts shall be limited to a ratio of "1/1" (ie, one non-licensee login per each subscriber login per office). If additional accounts are required, MLS member broker should give sufficient reason for requirement to the Board of Directors. Additional logins will be assessed a monthly fee.
- 8) Non-compliance will be grounds for removing the access and broker will be notified of the non-compliance and suspension of the access. Sharing unauthorized access to the MLS system will incur a violation penalty fee.

*Adopted 3/11/2008  
Revised 11/9/2021*

## POLICY 7: PHOTOS & OTHER MEDIA FOR MLS SYSTEM

*References: MLS Rules & Regulations Section 9.3*

- 1) All agents are authorized to upload their own photos and other media (i.e. videos) to MLS system.
- 2) A minimum of five (5) photograph that accurately depict the listed property is required for all listings submitted to the MLS, except where sellers expressly direct that photographs of their property not appear in MLS compilations. This applies to all listing types, except "business opportunities." If the property is a single-family residence, a minimum of one exterior photo of the residence must be included.
- 3) MLS staff can withdraw a listing that does not include an appropriate photo.
- 4) Photos and other media may NOT contain any contact information within the picture or other media itself or within the description or name of the photo or other media, including but not limited to listing office or listing agent names, URLs, and/or builder names.
- 5) Photos may contain photographer's copyright watermark; including ONLY the full legal name of the photographer with a "©" symbol of copyright. The year that the photo was taken is recommended.  
(example: © Full Legal Name 2018)
- 6) For New Construction, photo should be an architect rendering, floor plan for the structure to be built, or photo of subject under construction. "File" photo may be used only if it is a photo of the same model which was built on a different lot. "File" photos must be clearly identified as such in public remarks.
- 7) Photos and other media MUST NOT be copied from off-market listings belonging to other agents, except with written permission from the original listing broker.
  - a. The following procedures will be followed for possible violations:
    - i. Upon written notification from the original listing broker that a photo has been "pirated," MLS staff will advise new listing agent and agent's broker as to possible violation of MLS photo policy.
    - ii. New listing agent and agent's broker must remove offending photos or provide an explanation as to why they believe that the policy has not been violated.
    - iii. If broker fails to respond within two (2) business days, listing will be "withdrawn" until resolution of the issue, and a fine will be assessed.
  - b. If policy is violated again by the same agent, fine will be doubled and agent's ability to upload photos or documents will be suspended for 30 days.
- 8) MLS staff will not remove photos and other media from listings.
- 9) Photos should be marked as private rather than deleted from the listing to ensure comparative and valuation integrity of the listing data.

*Adopted 4/09/2002  
Revised 11/9/2021*

## POLICY 8: POLICY 8: CHANGE OF STATUS: CANCEL TO RELIST

*References: MLS Rules & Regulations Section 1*

Agent may “cancel to relist” an existing listing under circumstances wherein seller and agent agree that the appropriate marketing approach is to cancel the old listing and relist the property as a “new” listing. In this event, agent must enter the original begin date and original list price for those fields in the new listing.

If any of the following criteria exist, agent may enter a new begin date and new list price when the new marketing program is implemented.

- 1) Minimum of 10% change in listing price as currently listed
- 2) Minimum of 25% change in acreage/lot size
- 3) New floor plan for new construction
- 4) Change of ownership
- 5) Change of agent when listing remains with existing company (Note: “switching” co-listers *does NOT qualify as a change of agent*)

Listing broker may request that property be re-listed with new MLS# but with original begin date and with original list price still existent in listing history. To Cancel listing MLS Notice of form must be signed by broker and seller.

In the event none of these criteria exist, and seller refuses to allow the original begin date and list price to be entered for the “new” listing, the listing must be held off market for a period of at least **15 calendar days** before being submitted as a new listing.

- 1) The Notice of Change form cancelling listing must be submitted to remove the old listing from the MLS.
- 2) The 15 calendar days will commence as of the date the cancellation notice is received in the MLS office.
- 3) If broker/seller intend to market the property during the 15 calendar days, the listing will be regarded as an office exclusive for that 15-day period. The MLS “Coming Soon” or “Office Exclusive” disclosure form must be submitted to MLS at the same time the cancellation notice is submitted.
- 4) Expiration date on existing listing may not be changed in lieu of submitting cancellation notice.

*Adopted 6/18/1992  
Revised 9/20/2022*



## POLICY 9: REPORTING ON RULES COMPLIANCE

*References: MLS Rules & Regulations Section 7, Section 9*

- 1) A report made by an MLS member/subscriber on any rules compliance issue may be treated as an “anonymous report.”
- 2) Staff shall encourage the reporting member/subscriber to file a written complaint for MLS Board of Director consideration.
- 3) At the reporting member/subscriber’s request, staff shall consider the contact information for the reporting member/subscriber to be confidential, and shall not disclose the identity of the reporting member/subscriber.

*Adopted 10/09/2012*

## POLICY 10: BROADCAST EMAIL

*References: MLS Rules & Regulations Section 9.5, Section 16*

Use of the broadcast email function must conform to REALTOR® Standards of Practice and the REALTOR® Code of Ethics. The MLS encourages all participants and subscribers and other approved users of the MLS system to operate the broadcast email in accordance with the highest levels of professionalism and ethical behavior.

- 1) Broadcast email must NOT contain possible violations of any fair housing guidelines, or any possible violations of any provisions of state or federal law.
- 2) Members must use respectful and courteous behavior in communication through the Broadcast Email system and avoid the use of abusive or profane language or any language that is malicious, threatening, abusive or unlawful.
- 3) MLS broadcast email system may NOT be used as an agent, assistant or any other form of recruitment tool.
- 4) Subject categories must be carefully chosen to ensure that the message is directed to those who have opted to receive that particular category:
  - a. All emails with subject category "SELLER" may be used to disseminate information on the user's MLS active or coming soon listings only. Messages pertaining to MLS listing must contain the MLS number in the subject line or in the body of the message or must include a link to the MLS listing.
  - b. The MLS Broadcast Email function may NOT be used to send information on property, which is not listed, or which is listed but not in the MLS.
  - c. For security purposes, lockbox combinations or codes may not be disseminated via the broadcast email.
  - d. The subject category "BUYER" may be used to request information on listings from other agents. The message must clearly define specific real estate related wants and needs of an agent's clients or customers.
  - e. The subject category "MISC" may be used to send real estate related messages pertaining to items of general interest to membership.
  - f. The subject categories "LEASE-RES" or "LEASE-COM" may be used to send information on lease/rental possibilities, or to request information on lease/rental possibilities, for an agent's clients or customers.
- 5) The MLS Broadcast Email function may NOT be used to disseminate:
  - a. Anything political.
  - b. Information on charitable events or to make charitable appeals, unless such functions or appeals are sponsored by the Coeur d'Alene Regional REALTORS®, limited to CRR/MLS Staff Only.
  - c. Information on personal property for sale, except for Float Homes and Manufactured Homes which are listed in the MLS as active listings, or
  - d. Contact information for third party service providers, or any person or organization other than that of the MLS member/subscriber who is sending the message. Contact information is defined as names, email addresses, street addresses, websites, telephone numbers.
- 6) MLS Broadcast email submissions are limited to 3 emails per day and a maximum of 10 emails per week per Subscriber.

Violations of the broadcast email function are subject to possible suspension and fines.

*Adopted: 2001  
Revised 11/7/2022*

## POLICY 11: COMING SOON LISTINGS

*References: MLS Rules & Regulations Section 1, Section 16*

Coming Soon listings are intended for use when a listing agreement is signed and seller wants property to be marketed, yet the seller is not quite ready for the property to be shown (i.e. repairs underway, packing not completed, yard work still to be completed). Coming Soon listings are NOT to be used to exclude the open market from selling the property, NOT to be used to market to only a select group of buyers, and NOT to be used to limit the pool of potential buyers for any reason.

1. Coming Soon listings are:
  - NOT previewed by MLS participants and subscribers
  - NOT sent to buyers in MLS generated auto-email alerts
  - NOT displayed on IDX websites
  - NOT displayed on Realtor.com
  - NOT displayed on CdaRealtors.com
  - NOT TO BE SHOWN BY ANY LICENSEE
2. To have a Coming Soon listing, participant or member must:
  - a. Submit the "Coming Soon Disclosure" form to the MLS in the manner/form as required by the MLS, *AND*
  - b. Enter the listing into the MLS under "Coming Soon" status within one (1) business day after listing is marketed or advertised.
3. Coming Soon listing becomes an ACTIVE listing ("Start Showing Date") on the MLS GO LIVE date as listed on the "Coming Soon Disclosure" form.
4. What's the difference between Coming Soon listing and an Office Exclusive listing?
  - a. Coming Soon listings WILL be entered into the MLS.
  - b. Office Exclusive: If a seller withholds consent for a listing to be published in an MLS compilation of current listings, such listings shall be filed with the MLS but not disseminated to other participants. As a matter of local discretion, certification may be required from the seller or from the listing broker that the listing is being withheld from the MLS at the direction of the seller. We do need Office Exclusive paperwork turned in on Office Exclusives but they DO NOT get entered into the MLS.

| Examples:   | No form needed | Coming Soon Disclosure form must be submitted to MLS within one (1) business day of marketing |
|---|----------------|---|
| Listing contract signed, no marketing done in ANY manner.   | ✓              |   |
| Listing contract signed, the real estate sign is to be installed tomorrow with a "coming soon" rider, but the seller doesn't want it in the MLS for a week or so.     |                | ✓   |
| Listing contract signed, but seller does not want it to go into the MLS at any time (office exclusive).   |                | ✓<br>(submit the "Office Exclusive Disclosure" form to MLS)                                   |
| Current listing is "withdrawn" from the MLS for some reason, but the sign is to remain up or maybe you have the listing coming out in the next issue of Homes & Land. |                | ✓   |

Violations of the coming soon policy regarding showings are subject to fines.

*Rev. 1/14/2020  
Rev. 6/18/2021*

## POLICY 12: IDX POLICY FOR AGENT WEBSITE DISPLAYS

*References: MLS Rules & Regulations Section 18, Section 19*

The IDX policy gives MLS 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 this policy, "display" includes "delivery" of such listings. Associations of Realtors® and their multiple listing services must enable MLS participants to display aggregated MLS listing information by specified electronic means in accordance with this policy. Requests for IDX feeds/downloads must be acted on by the MLS within five (5) business days from receipt, barring extenuating circumstances related to an individual's qualification for MLS Participation, and review of the participant's and vendor's use of the IDX information consistent with the MLS rules, in which case an estimated time of approval or denial must be issued. *(Amended 05/17)*

For purposes of this policy "control" means participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the participant, and must be presented to the public as being the participant's display. Actual control requires that the participant has developed the display, or caused the display to be developed for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer receiving the participant's display will understand the display is the participant's, and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear, conspicuous, written or verbal identification of the name of the brokerage firm under which the participant operates, except as otherwise provided for in this policy (e.g., displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules. *(Amended 05/17)*

To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, sold\* listing data starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution. Associations and MLSs can also offer alternative display options including framing of board, MLS, or other publicly-accessible sites displaying participants' listings (with permission of the framed site). For purposes of this policy, "downloading" means electronic transmission of data from MLS servers to participants' servers on a persistent or transient basis, at the discretion of the MLS. The MLS's IDX download must be refreshed to accurately reflect all updates and status changes no less frequently than every twelve (12) hours. *(Amended 5/17)*

MLSs that allow persistent downloading of the MLS database by participants for display or distribution on the Internet or by other electronic means may require that participants' websites (1) utilize appropriate security protection, such as firewalls, provided that any security obligations imposed on participants may not be greater than those employed concurrently by the MLS, and/or (2) maintain an audit trail of consumer activity on participants' websites and make that information available to the MLS if the MLS has reason to believe that a participant's IDX website has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. This policy does not require associations or MLSs to establish publicly accessible sites displaying participants' listings. *(Amended 05/12)*

Unless state law requires prior written consent from listing brokers, listing brokers' consent for IDX display may be presumed unless a listing broker affirmatively notifies the MLS that the listing broker 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 IDX display of that participant's listings, then that participant may not display the aggregated MLS data of other participants on an IDX site.

Alternatively, MLSs may require that participants' consent for IDX display of their listings by other participants be affirmatively established in writing. Even where participants have given blanket authority for other participants' IDX display of their listings, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. *(Amended 05/12)*

Access to MLS databases, or any part of such databases, may not be provided to any person or entity not expressly authorized such access under the MLS rules. *(Amended 11/09)*

Participants' Internet websites and other authorized display mechanisms may also provide other features, information, or services in addition to IDX information (including Virtual Office Website ["VOW"] functions) which are not subject to this policy. *(Amended 05/12)*

### Policies Applicable to Participants' IDX Websites and Displays

1. Participants must notify the MLS of their intention to display IDX information and give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Amended 05/12)*
2. MLS participants may not use IDX-provided listings for any purpose other than IDX display. This does not require participants to prevent indexing of IDX listings by recognized search engines. *(Amended 05/12)*
3. Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address

from display on the Internet (including, but not limited to, publicly accessible websites or VOWs) shall not be accessible via IDX display. *(Amended 05/12)*

4. Participants may select the IDX listings they choose to display based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property (e.g., condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service provided by the listing firm. Selection of IDX listings to be displayed must be independently made by each participant. *(Amended 05/12)*

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

6. Except as provided elsewhere in this policy or elsewhere in an MLS’s rules and regulations, an IDX display or participant engaging in IDX display may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(Amended 05/12)*

7. When displaying listing content, a participant’s or user’s IDX display must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. This policy acknowledges that certain required disclosures may not be possible in displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of 200 characters or less) or for audio delivery of listing content. Minimal displays are exempt from the disclosure requirements established in this policy but only when linked directly to a display that includes all required disclosures. Audio delivery of listing content is exempt from the disclosure requirements only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. *(Amended 05/17)*

8. With respect to any participant’s IDX display 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 with respect to the seller’s listing 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 by all participants. Except for the foregoing and subject to paragraph 9, a participant’s IDX display may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying customers that a particular feature has been disabled at the request of the seller. *(Amended 05/12)*

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. The participant 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 that property explaining why the data or information is false. However, the participant 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)*

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)*

11. Participants shall not modify or manipulate information relating to other participants’ listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. *(Adopted 05/15)*

12. An MLS participant’s IDX display must identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. *(Amended 11/17))*

The Coeur d’Alene MLS has adopted the following NAR recommended guidelines:

- 1) Prohibit display of expired, withdrawn, or sold listings (Idaho is a non-disclosure state). *(Amended 1/2016)*
- 2) Prohibit display of confidential information fields intended for cooperating brokers rather than consumers including compensation offered to other MLS participants, showing instructions, property security information, etc.
- 3) Prohibit display of the type of listing agreement, e.g., exclusive right to sell, exclusive agency, etc.
- 4) Prohibit display of seller’s(s’) and occupant’s(s’) name(s), phone number(s), and email address(es).
- 5) Require that any listing displayed identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. *(Amended 11/09)*

- 6) Require that any display of other participants' listings indicate the source of the information being displayed
- 7) Require that other brokers' listings obtained from other sources, e.g., from other MLSs, from non-participating brokers, etc., display the source from which each such listing was obtained.
- 8) Require participants to indicate on their websites and in any other IDX display that the information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.
- 9) Establish reasonable limits on the amount of data/number of listings that consumers may retrieve or download in response to an inquiry. Such number shall be determined by the MLS, but in no instance may the limit be fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is less. (Amended 11/09)
- 10) Limit the right to display other participants' listings to a participant's office(s) holding participatory rights in the same MLS.
- 11) Require a notice on all MLS data displayed indicating that **the data is deemed reliable but is not guaranteed accurate by the MLS**. Participants' IDX sites and displays may also include other disclaimers necessary to protect the participant and/or the MLS from liability.



## DEFINITIONS

### **--Listing Types**

1. Waterfront Property: Legal parcel to be sold has actual frontage on a lake or river.
2. Secondary Waterfront Property:
  - a. Legal parcel to be sold has an undivided interest, recorded in the deed, in commonly held property that has actual frontage on a lake or river. (Example: The parcel to be sold is depicted on a plat that dedicates the beachfront property to the owners of the platted lots in common, and this common interest is reflected in the deed to the parcel to be sold.)
  - b. Ownership of the legal parcel to be sold provides membership in a homeowners' association, and said membership guarantees access to commonly held property that has actual frontage on a lake or river. (Example: The parcel to be sold is part of a homeowners' association, ownership of the parcel includes an interest in the association's common area, and the subdivision plat designates beachfront property as common area.)
  - c. Legal parcel to be sold has appurtenant littoral or riparian rights and legal access to the water. (Example: The parcel to be sold does not front the water but has, recorded in the deed, ownership rights in a dock and an easement to the waterline, both of which are appurtenant to the parcel to be sold.)
  - d. Legal parcel to be sold is being listed with a parcel that has actual frontage on a lake or river.
3. Farm & Ranch F1 < 20 acres:
  - a. Property must have AG exemption or have current income of at least \$1,000 per year, AND
  - b. Property must have its own well or be part of an irrigation system, AND
  - c. Listing must have outbuildings consistent with farm/ranch usage. If outbuildings include a barn, the barn must be capable of housing livestock, AND
  - d. Primary focus of listing may not be on the house, but rather on the farm/ranch capabilities and potential as an income producing property.
4. Farm & Ranch F2 > 20 acres:
  - a. Listing must have outbuildings consistent with farm/ranch usage. If outbuildings include a barn, the barn must be capable of housing livestock, AND
  - b. Primary focus of listing may not be on the house, but rather on the farm/ranch capabilities and potential as an income producing property.

### **--Conforming Bedroom**

Each "Conforming Bedroom" designated as a bedroom shall have an exterior exit door or at least one (1) outside egress window or other approved exit device and a minimum clear opening in accordance with applicable building codes. The bottom of the exit shall not be an unreasonable height above the floor, as further defined in applicable building codes.

### **--Building Styles**

1. Single Level: Single Level structure without basement, no additional living levels above ground. Sometimes called a Ranch style. May or may not have a basement.
  - a. Daylight Single Level: Single level structure with basement; walk-out or direct access to outside from basement. Ground typically slopes to allow basement access. Often called a Daylight Rancher.
  - b. Single Level w/Bonus Rm: Single level main living space above ground with additional "bonus" room on a separate above-ground level, typically over garage.
2. Split Entry: Single family home where entry is split between two floors. Main living areas are only accessible via a staircase, either up or down from the main entrance. Entry can sometimes be elevated with an outside staircase to the front door.
3. Multi Level: Single family home with more than 1 level (full or partial levels), typically with 5-10 steps to next level, either up or down, with or without a basement. This is not to be used as a Split Entry category. Sometimes called Tri-level or multi-story style.
4. Patio Home or Town Home: Single family home on very small lot and/or has a common wall w/another home, or "0" lot line set-back. Can be any number of levels.
5. Condo: Single family home in an apartment house, office building, or other multiple-unit complex, the units of which are

individually owned, each owner receiving a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc., that unit and sharing in joint ownership of any common grounds, passageways, etc. Can be any number of levels.

6. Manufactured Home: Manufactured houses are built in a factory. Formerly referred to as mobile homes or trailers, but with many more style options than in the past.
  - a. Manufactured Single Wide: Typically, 10-14' wide.
  - b. Manufactured Double Wide
  - c. Manufactured Triple Wide: Appearance will typically be more like “conventional” building.
7. Float Home: Single family home, no permanent foundation; structure “floats” on water. List price typically does not include real estate. Float home is in “rental” location and new owner may need to complete lease agreement to continue lease.
8. Shop Home (Shome, Shouse): Single family home where living quarters are within a shop/workspace. Square footage should include that of the “living” area.
9. Other: Homes of atypical design that don’t fit into any other category. Examples include A-frames, earth berm homes, geodesic dome housing, pole buildings, Quonset hut, converted school buses or railcars, etc.

## **--If/Then Required Fields**

1. Additional Living Quarters: If the bedrooms and square footage of additional living quarters are included in the Total Bedrooms and Total Square Footage fields, then the additional living quarters section is REQUIRED to be completed.
2. New Construction: If a property is New Construction (Yes, completed; Yes, under construction; Yes, to be built), then the Builder Name is REQUIRED.
3. Waterfront Listings: If a Waterfront Listing Type is entered, then Lot Type 2 AND Lake/River Name are REQUIRED fields.
4. Detached Shop: If detached shop is selected, the approximate dimensions along with approximate door height are required.

*Adopted 7/09/2002  
Revised 2/11/2020*