

**HATTIESBURG AREA ASSOCIATION OF REALTORS®, INC.**  
**MLS RULES AND REGULATIONS**

**Section 1. AUTHORITY.** The Association of REALTORS® shall maintain for the use of its Members a Multiple Listing Service (“MLS”) which shall be subject to the Bylaws of the Hattiesburg Area Association of REALTORS®, Inc. hereinafter referred to as “HAAR”, and such Rules and Regulations as may be hereinafter adopted.

**Section 2. PURPOSE.** A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common data bases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker’s performance as procuring cause of sale (or lease).

**Section 3. PARTICIPATION.** Any REALTOR® member of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of the principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in MLS upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS “membership” or “participation” unless they hold a current, valid real estate broker’s license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by a Board 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 a Board MLS where access to such information is prohibited by law.

Note: Mere possession of a broker’s license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm ‘offers or accepts cooperation and compensation’ means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. “Actively” means on a continual and on-going basis during the operation of the Participant’s real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential

Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website (“VOW”) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant “actively endeavors during the operation of its real estate business” to “offer or accept cooperation and compensation” only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants.

**Section 4. SUPERVISION.** The activity shall be operated under the supervision of the Multiple Listing Committee in accordance with the Rules and Regulations, subject to approval of the Board of Directors of the Hattiesburg Area Association of REALTORS®.

**Section 5. APPOINTMENT OF COMMITTEE.** The President shall appoint, subject to the confirmation of the Board of Directors, a Multiple Listing Committee of seven (7) members. All members of the Committee shall be Participants in MLS, except, at the option of the local Board, REALTORS® affiliated with Participants may be appointed to service in such numbers as determined by the local Board. However, it is suggested that the committee include two Participants, three Subscribers, one Participant Appraiser and one member of the Board of Directors. The Committee members so named shall serve two-year terms. In no case shall more than one member be appointed from each office. However, if a committee member changes offices during his/her term, that member will not be disqualified from serving on the committee. The President may appoint the Chairman or may give the committee authority to select the Chairman from among members thereof.

**Section 6. VACANCIES.** Vacancies in unexpired terms shall be filled as in the case of original appointees.

**Section 7. ATTENDANCE.** Any Committee member who fails to attend three (3) consecutive regular or special meetings of the Committee, without excuse acceptable to the Chairman of the Committee, shall be deemed to have resigned from the Committee and the vacancy shall be filled as herein provided for original appointees.

**Section 8. SUBSCRIBERS.** Where the terms “subscriber” or “user” are used in connection with MLS owned by the Hattiesburg Area Association of REALTORS®, they refer to non-principal brokers, sales licensees and licensed and certified appraisers affiliated with an MLS Participant and also includes a Participant’s affiliated unlicensed administrative and clerical staff, unlicensed personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under the direct supervision of an MLS Participant or the Participant’s licensed designee. If such access is available to unlicensed or uncertified individuals, their access is subject to the Rules and Regulations, the payment of

applicable fees and charges (if any), and the limitations and restrictions of state law. None of the following shall diminish the Participant's ultimate responsibility of ensuring compliance with MLS Rules and Regulations by all individuals affiliated with the Participant.

## **MLS Antitrust Compliance Policy**

The purpose of multiple listing is the orderly correlation and dissemination of listing information to participants so they may better serve the buying and selling public. Boards and associations of REALTORS® and their multiple listing services shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas.

Associations of REALTORS® and their MLSs shall not:

1. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services.
2. Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
3. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
4. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
5. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
6. Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
7. Prohibit or discourage participants from taking “office exclusive” listings; certification may be required from the seller or listing broker that the listing is being withheld from MLS at the direction of the seller.
8. Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants.
9. Establish, or permit establishment of, any representational or contractual relationship between and MLS and sellers, buyers, landlords, or tenants.
10. Prohibit or discourage cooperation between participants and brokers that do not participate in MLS.
11. Prohibit or discourage participants or subscribers from participating in political activities.
12. Interfere in or restrict participants in their relationships with their affiliated licensees.

As used in this policy, “rule” includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not. “Multiple listing service” and “MLS” means multiple listing service committees of boards and associations of REALTORS® and separately-incorporated multiple listing services, owned by one or more boards or associations of REALTORS®.

## **Lock Box Security Requirements**

Eligibility for coverage under NAR's blanket errors and omissions insurance program is contingent on compliance with the following security measures whether the system is operated by the association, its MLS, or on behalf of an association lock box vendor:

1. Any key, programmer, or other device (hereinafter referred to as key) by which a lock box can be opened shall be nonduplicative. By nonduplicative it is not meant that the key is necessarily covered by a current patent but that it cannot be readily copied in the manner that other types of keys ordinarily are.
2. Keys must be obtained from the original manufacturer, from a recognized vendor of lock box systems or from any other legitimate source. Prior to utilizing previously used keys, lids, or boxes, information shall be obtained from the original manufacturer to determine whether the key's pattern, code, or configuration is already in use by other associations, multiple listing services, or other users in the vicinity. Surrounding associations and multiple listing services shall also be contacted to determine whether the key's pattern, code, or configuration is currently in use.
3. Any lock box system shall be designated as either an activity of an association of Realtors® or an association-owned and operated MLS.

If the lock box system is an activity of an association of Realtors®, then every Realtor® and Realtor-Associate® and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a Realtor®, shall be eligible to hold a key subject to their execution of a lease agreement with the association.

If the lock box system is an activity of an association-owned and operated multiple listing service, then every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS.

Associations and multiple listing services may require, as a matter of local determination, that key lease agreements executed by non-principal brokers, sales licensees, and licensed or certified appraisers will be cosigned by the designated Realtor® or the office's broker of record. Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the association or MLS that relate to the operation of the lock box system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the keyholder except as provided elsewhere in this statement of policy.

Associations and multiple listing services may, at their discretion, authorize unlicensed personal assistants, administrative and clerical staff, and individuals seeking licensure as real estate appraisers, who are under the direct supervision of a designated Realtor®, or MLS participant, or their licensed designee, to hold a lock box key on the same terms and conditions as non-principal brokers and sales licensees.

Associations and multiple listing services may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the association or MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

Associations or multiple listing services may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the association or MLS, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determinations include, but are not limited to:

- the nature and seriousness of the crime
- the relationship of the crime to the purposes for limiting lock box access
- the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- the extent and nature of past criminal activity
- time since criminal activity was engaged in
- evidence of rehabilitation while incarcerated or following release and
- evidence of present fitness

Administration of a lock box system as an activity of an association of Realtors® may, at the discretion of the association, be delegated to its multiple listing service.

No one shall be required to lease a key from the association except on a voluntary basis.

Associations and multiple listing services may, at their discretion, lease keys to affiliate members of associations who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the keyholder and by a principal, partner, or corporate officer of the keyholder's firm.

Key lease agreements may contain a liquidated damages provision to offset some or all of the costs in reestablishing the security of the system if it is determined that the security has been compromised through the negligence or fault of the keyholder.

4. Associations shall maintain current records as to all keys issued and in inventory. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or, alternatively, by receipt of a statement signed by the keyholder and the designated Realtor®, broker of record, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder's firm, attesting that the key is currently in possession of the keyholder. This audit requirement does not apply to electronic lock box programmers or keypads which are sold or leased provided such devices may be deactivated within thirty (30) days.

5. Associations shall require a substantial deposit from each keyholder in an amount that will establish an awareness of personal liability for such key. The initial deposit shall not be less than \$25 nor more than **\$300**. Deposits for a first replacement key lost or stolen shall be not less than two (2) times nor more than three (3) times the amount of the initial deposit and not less than three (3) times nor more than four (4) times the amount of the initial deposit for second or additional replacement keys. Deposits for keys shall be kept in a special account for refund upon return of the key unless forfeited upon loss of the key. Notwithstanding the foregoing, deposits charged affiliate members may be no more than twice the amounts established above.

If, at the time of inventory, a key is unaccounted for, or if a keyholder refuses or is unable to demonstrate that the key is within their physical control, then the key will be considered unaccounted for and any funds on deposit will be forfeited to the association.

Deposits for electronic programmers or electronic keycards which are leased but which can be deactivated within thirty (30) days may be required as a matter of local determination.

6. Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose. Inclusion in MLS compilations cannot be required as a condition of placing lock boxes on listed property.

7. Associations shall charge keyholders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for keys to the association. Upon receipt of notice, the association shall take any steps deemed necessary to resecure the system.

8. Associations shall adopt written, reasonable, and appropriate rules and procedures for administration of lock box systems which may include appropriate fines, not to exceed \$5,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of the association and set forth in the rules and procedures. All keyholders, whether association members or not, shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lock box system.

9. Notwithstanding the foregoing, associations and multiple listing services may sell electronic lock box programmers or keypads to MLS participants and others eligible to hold lock box keys pursuant to these requirements provided that such devices may be deactivated, if necessary, within a reasonable period not to exceed thirty (30) days and that the participant has authorized the sale in writing. In the event electronic lock box programmers or keypads are sold or leased, a designated Realtor® principal or an office's broker of record may purchase or lease additional programmers or keypads to be issued on a temporary basis to other keyholders in the same office in the event their programmer or keypad becomes non-functional outside normal business hours or under circumstances where a replacement programmer or keypad is not reasonably available from the issuing association or MLS. When a programmer or keypad is issued on a temporary basis, it shall be the responsibility of the Realtor® principal or the broker of record to advise the association or MLS in writing that the programmer or keypad has been issued, to whom, and the date and time of issuance within forty-eight (48) hours. It shall also be the responsibility of the Realtor® principal or the broker of record to advise the association or MLS in writing within

forty-eight (48) hours after possession of the previously issued programmer or keypad has been reassumed.

10. MLSs may, as a matter of local option, require placement of an MLS approved lock box on listed properties if any device giving access to real estate professionals and/or service providers is authorized by the seller and occupant and is placed on the property. The purpose of this requirement, if adopted by an MLS, is to ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a lock box or other access device be “MLS-approved” does not limit the devices that satisfy the requirement to lock boxes leased or sold by an association or MLS. The MLS may require that the devices be submitted in advance for approval, and the access device may be any lock box or other access device that provides reasonable, timely access to listed property. The MLS also may revoke the approval and/or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. *(Adopted 05/12)*

## **MLS RULES AND REGULATIONS**

**Section 1. LISTING PROCEDURES.** Members shall file with MLS all improved or unimproved properties that have been listed for sale exclusively by them (except properties owned by governmental agencies). All listings should first be completed and carefully analyzed by the listing broker, then placed in MLS within forty-eight (48) hours, exclusive of weekends and holidays, after the listing is received. Open listings will not be accepted. (An office will receive a warning for the first offense of not submitting to MLS [entry into computer] within 48 hours. Thereafter, the office shall be fined \$25.00 per occurrence.)

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

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

MLS 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 MLS acting as subagents, buyer agents, or both.

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

The different types of listing agreements include:

- (a) exclusive right-to-sell
- (b) exclusive agency
- (c) open
- (d) net

MLS may 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 MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, 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 named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations.

Note 2: MLS does not regulate the type of listings its Members may take. This does not mean that MLS must accept every type of listing. MLS shall decline to accept open listings (except where acceptance is required by law) and net listings, and may limit its service to listings of certain kinds of property. But if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside MLS.

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

**Section 1.1 TYPES OF PROPERTIES.** It shall be mandatory to enter all property types into MLS. However, it shall be optional on the part of the member/user to enter property owned by a member/user into MLS.

**Section 1.1.1 LISTINGS SUBJECT TO MLS RULES AND REGULATIONS.** Any listing taken on a contract to be filed with MLS is subject to the Rules and Regulations upon signature of the seller(s).

**Section 1.2 CONTINGENCIES APPLICABLE TO LISTINGS.** Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

**Section 1.3 DETAIL ON LISTINGS FILED WITH MLS.** A listing when entered into MLS shall be complete in every detail which is ascertainable as specified on the property data form. Any incomplete listing entered will be rejected by MLS system. A copy of the listing will immediately be returned to the listing office which must make any corrections within three (3) calendar days. Failure to complete accurate mandatory information on a listing within three (3) calendar days of notification will result in a fine being imposed and deactivation of MLS access. Once the fine is paid, user's access is reactivated and user is given three (3) calendar days to enter correct information. If user still does not comply, a \$50.00 fine and deactivation follows. When \$50.00 is paid, user has three (3) calendar days to correct the deficiency or face a 30-day suspension and \$100.00 fine. Subsequent failures will tack on additional 30 days and \$100.00 fine.

Note 1: It is understood that sanctions may not be fulfilled until the recipient of such sanction has an opportunity to request a professional standards hearing within 20 days following receipt of the sanction, per Section 15.1.

Note 2: Participants and users are reminded of the state laws pertaining to providing Property Condition Disclosures and federal law requirements on providing Lead Based Paint Disclosure.

**Section 1.4 GROSS PRICE LISTINGS AND NON-EXCLUSIVE LISTINGS.** The practice of obtaining net listings has been determined to be a poor business practice and is not approved by the Mississippi Real Estate Commission; therefore, the full gross listing price shall be 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.

The practice of obtaining non-exclusive listings has been determined to be a poor business practice. MLS will not accept for distribution listings other than exclusive right to sell listings or exclusive agency listings. The Code of Ethics precludes a REALTOR® from taking unfair advantage of another REALTOR® or engaging in a practice to the discredit of the real estate profession.

**Section 1.5 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 MLS.

**Section 1.6 SOLICITATION OF LISTINGS FILED WITH MLS.** Participants shall not solicit a listing on property filed with MLS 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 MLS 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 MLS 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 of Article 16 of the Code of Ethics.

**Section 1.7 NO CONTROL OF COMMISSION RATES OR FEES BY PARTICIPANTS.**

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

**Section 1.8 PRICE INCREASES OR DECREASES.** Where an owner desires to increase or decrease the price of his property before the expiration of the listing contract, the listing office may allow him to do so, providing the owner has authorized the change. (Said notice to be signed by both owner and listing broker, or his/her agent), and entered into the computer within ninety-six (96) hours.

**Section 1.9 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION.** When an owner desires to withdraw his/her property before the expiration of the listing contract, the listing office may allow him/her to do so, providing the owner has given written notification with the broker's approval.

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

**Section 1.9.1** Any listing that is designated "temporarily off the market" in the MLS computer for a period of more than ten (10) working days shall be purged from the computer. For purposes of determining ten (10) working day period, the MLS Committee shall make the determination of any listing which shall be purged.

**Section 1.9.2.** Once permission is given to enter a listing into MLS, it cannot be deleted from the system. (10/2018)

**Section 1.9.3.** MLS Users may not cancel or withdraw listings from MLS without permission from HAAR. A request must be made in writing (email preferred), to cancel or withdraw a listing and must provide any documentation requested by HAAR staff to verify compliance with MLS Rules. (10/2018)

**Section 1.10 INFORMATION FOR PARTICIPANTS ONLY.** Any listing filed with MLS shall not be made available to any broker or firm not a Member of MLS without the prior consent of the listing broker.

**Section 1.11 SERVICE AREA.** Only listings of the designated types of property located within the ~~jurisdiction~~ service area of the MLS are required to be submitted to MLS. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a Participant but cannot be required by MLS.

**Note:** Associations must choose whether the service will accept listings from beyond its service area into the MLS compilation.

**Section 1.12 PHOTOS ON LISTINGS.** All residential listings being entered into MLS must include at least one exterior photo or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations. Photo should be submitted within seven (7) business days of the date listing is entered into MLS system. If listing does not have a photo submitted in the required time frame, a \$25.00 fine will be issued.

**Section 1.12.1.** All residential listings must have a minimum of seven (7) seven clear pictures when being CLOSED in MLS. These seven photos must include a front exterior, rear exterior, living room, kitchen, bedroom and bathroom.

**Section 1.13 LISTINGS OF A SUSPENDED PARTICIPANT.** When a Participant of MLS is suspended from MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with MLS by the suspended Participant shall, at the Participant's option, be retained in MLS until sold, withdrawn, or expired, and shall not be renewed or extended by MLS beyond the termination date of the listing agreement in effect when the suspension became effective.

If a Participant has been suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

**Section 1.14 LISTINGS OF EXPELLED PARTICIPANTS.** When a Participant of MLS is expelled from MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with MLS shall, at the expelled Participant's option, be retained in MLS until sold, withdrawn, or expired, and shall not be renewed or extended by MLS beyond the termination date of the listing agreement in effect when the expulsion became effective.

If a Participant has been expelled from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in MLS compilation of current listing information. Prior to any removal of an expelled Participant's listing from MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

**Section 1.15 LISTINGS OF RESIGNED PARTICIPANTS.** When a Participant resigns from MLS, MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from MLS, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his clients.

**Section 1.16 LOSS OF LICENSE.** If a Participant loses his/her license, all services will be deactivated. Services include but are not limited to, access to MLS information and key system. Any listings filed with MLS shall be immediately terminated until license is activated.

**Section 2. FILING FEES ON EXCLUSIVE LISTINGS.** Each member shall pay a processing fee as established by the MLS Committee on his/her exempt listings.

**Section 2.1** Listings should be entered only one time with one listing number assigned per listing. If a property is co-listed with another agent, property will only be entered one time with one MLS number. Violations are subject to the standard fine if not properly entered into the computer. It is recommended that the "Remarks" section be utilized to add any additional information to the listing. (3/2011)

(**Note:** An exception to this rule may be in a case where a house with 100 acres is listed and the owner will sell 10 acres with the house, and sell 90 acres separately. There could be two separate listings.)

**Section 2.3 EXEMPTED LISTINGS.** If the seller refuses to permit the listing to be disseminated by MLS, the Participant may then take the listing ("office exclusive") and such listing shall be filed with MLS 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 MLS.

## **DIVISION OF COMMISSIONS**

**Section 3. COMPENSATION SPECIFIED ON EACH LISTING.** The listing broker shall specify, on each listing filed with MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point

in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

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

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by 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 MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

**NOTE 1:** The Association MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the Association MLS shall not publish the total negotiated commission on a listing which has been submitted to MLS by a Participant. The Association 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 MLS Participants for their services with respect to any listing by advance published notice to MLS so that all Participants will be advised.

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

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

\*The compensation specified on listings filed with MLS shall appear in one of two forms. The essential and appropriate requirement by MLS is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative

transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by MLS shall be shown in one of the following forms:

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

**Note:** MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation).

While MLSs are not required to authorize participants to offer cooperative compensation based on net sale prices, those that do permit such offers must define “seller concessions” for purposes other than new construction, unless that term is defined by applicable state law or regulation. The following definition of “seller concessions” is suggested but not required for adoption:

Points paid by seller on behalf of buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed, down payment assistance, additions or alterations not considered deferred maintenance, and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed upon monetary value. (Adopted 5/12)

**NOTE 5:** Nothing in these MLS Rules precludes a listing participants 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:** Multiple listing services must give Participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple Listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, 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, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers.

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 nonagency capacities defined by the law) which may be the same or different.

**Section 3.0.1 Disclosing Potential Short Sales.** Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants.

**Section 3.1 PARTICIPANT AS PRINCIPAL.** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through MLS, that person shall disclose that interest when the listing is filed with MLS and such information shall be disseminated to all MLS Participants.

**Section 3.2 PARTICIPANT AS PURCHASER.** If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

**Section 3.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS.** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by 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.

## **PROHIBITIONS**

**Section 4. ADVERTISING OF LISTING FILED WITH MLS.** A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

**Section 4.1 “FOR SALE” SIGNS.** Only the “For Sale” sign of the listing broker may be placed on a property.

**Section 4.2 “SOLD” SIGNS.** Prior to closing, only the “Sold” sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

**Section 4.3 CARDS.** Agents may leave cards when showing property, occupied or unoccupied,

unless otherwise specified.

**Section 4.4 USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE.** No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their 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.

Approved by Bd. Of Dir. 2/18/2010

**Section 5. EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS.** Any listing filed with MLS automatically expires on the dates specified in the agreement, unless renewed by the listing broker and notice of renewal or extension is file prior to expiration.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and kept on file at the Broker's office.

**Section 5.1 TERMINATION DATE ON LISTINGS.** Listings filed with MLS shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

**Section 5.2** A former listing being listed by a member other than the last listing broker shall be treated as a new listing. A \$50.00 transfer fee will be charged to an agent when transferring his/her license to a new company.

## **SELLING PROCEDURES**

**Section 6. SHOWINGS AND NEGOTIATIONS.** Appointments for showing and negotiations with the seller for the purchase of listed property filed with MLS shall be conducted through the listing broker, except under the following circumstances:

- (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (b) after reasonable effort, the cooperating broker cannot contact the listing broker or his/her representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

**Section 6.1 PRESENTATION OF OFFERS.** The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

**Section 6.2 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.

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

**Section 6.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER.**

The cooperating broker (subagent or buyer agent) or his/her representative has the right to participate in the presentation to the seller or lessor of any offer he/she secures to purchase or lease. He/She does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

**Section 6.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER.**

The listing broker or his/her representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He/She does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when 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.

**Section 6.5 REPORTING SALES TO THE SERVICE.** Status changes, including final closing of sales and sale prices, shall be reported to MLS by the listing broker within 48 hours after they have occurred. If negotiations were carried on under Section 6(a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 48 hours after occurrence and the listing broker shall report them to the MLS within 48 hours after receiving notice from the cooperating broker.

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

Note 2: In disclosure state, 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 sale 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.

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. (1/2012)

**Section 6.6 REPORTING RESOLUTIONS OF CONTINGENCIES.** The listing broker shall report to MLS within twenty-four (24) hours that a contingency on file with MLS has been fulfilled or renewed, or the agreement cancelled.

**Section 6.7 REPORTING CANCELLATION OF PENDING SALE.** The listing broker shall report immediately to MLS the cancellation of any pending sale, and the listing shall be reinstated immediately.

**Section 6.8 DISCLOSING THE EXISTENCE OF OFFERS.** Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller’s approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

**Section 6.9 AVAILABILITY OF LISTING PROPERTY.** Listing brokers shall not

misrepresent the availability of access to show or inspect listed property.

**Section 6.10 REFUSAL TO SELL.** If the seller of any listed property filed with MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to MLS and to all Participants.

## **SERVICE CHARGES**

**Section 7. SERVICE FEES AND CHARGES.** The following service charges for operation of MLS are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

- (a) **Initial Participation Fee:** An applicant for participation in MLS shall pay an application fee as determined by the MLS Committee, with such fee to accompany the application.
- (b) **Recurring Participation Fee:** The annual fee of each Participant shall be an amount established by the MLS Committee times each sales person and licensed or certified appraiser who has access to and use of MLS 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. Payment of such fees shall be made on or before the first day of the fiscal year or may be paid on a quarterly basis.

However, MLS's 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 where the principal broker participates. MLS's may, at their discretion require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated. (Adopted 10/2017 – NAR)

The Participant of MLS shall also be exempt from payment of MLS subscription fees for any individual employed by or affiliated as an independent contractor with the Participant for the following reasons: Active military service, long-term illness defined as 3 months or more, and anyone who has held a broker or salesperson license in the State for at least 25 years, and has been a member/user of MLS for more than 10 years and has attained the age of 75.

Such exemption shall be effective until otherwise notified. The exemption, if recommended by the Multiple Listing Service Committee, shall be effective when approved by the MLS Committee. The Broker and/or agent may also be assessed fines upon determination of unauthorized use as stated in the MLS Rules and Regulations.

- (c) If Participant or subscriber to MLS is called to active duty in the military, fees will be prorated from date of departure from home area and exempted at the time of departure until return.

- (d) Multiple Listing Services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. These subscribers are subject to the Rules and Regulations of MLS and the limitations and restrictions of state law.
- (e) Any Participant or subscriber will be allowed to lease one additional key pad for an employee or assistant to perform duties as approved by the Mississippi Real Estate Commission.

Note: Office keypads are the responsibility of the Broker, but can be used by licensed agents within that office in case of emergency and at the Broker's discretion. However, agents are not allowed to use each other's keypad.

**Section 7.1 EXEMPTION FEES.** Exemption fees will be paid on exempt listings, as established by the MLS Committee.

**Section 7.2 DUE DATES OF FEES.** Subscription fees will be collected quarterly in advance and are due by the tenth (10th) of the month. A ten (10) percent late charge will apply after the tenth of the month. If a member adds an additional licensee or licensed or certified appraiser, he/she must pay the fee, pro-rated on a monthly basis, for the new licensee commensurate with the date of association. No fees will be refunded.

If a Member's fee is not received by the sixteenth (16th) day after the quarter, MLS access will not be provided that Member until paid.

**Section 8. COMPLIANCE WITH RULES—Authority to Impose Discipline.** By becoming and remaining a Participant or subscriber in the 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. suspension of MLS rights, privileges, and services for not less than thirty (30) days not more than one (1) year.
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Note: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (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 findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect 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 5/14)

**Section 8.1 – COMPLIANCE WITH RULES** – The following action may be taken for noncompliance with the rules:

- a. For failure to pay any service charge or fee within (1) month of the date due, and provided that at least ten (10) days' notice has been given, MLS services shall be suspended until service charges or fees are paid in full.
- b. For failure to comply with any other rule, the provisions of Section 15 and 15.1 shall apply.

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

**Section 8.1 APPLICABILITY OF RULES TO USERS/OR SUBSCRIBERS.** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by MLS including affiliated unlicensed administrative and clerical staff, unlicensed assistants, and/or individuals seeking licensure or certification as a real estate appraiser, are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

**Section 9. PENALTIES.** The following penalties shall be imposed by the MLS Committee for violation of the Rules and Regulations. In the event these Rules and Regulations are in conflict with the Code of Ethics of the National Association of REALTORS®, such Code of Ethics shall prevail.

**Section 9.1 FINE PAYMENT.** For failure to pay any fine within one month of the date due,

provided at least ten (10) days notice has been given, MLS services shall be suspended until fines are paid in full or other arrangements made satisfactory to the MLS Committee.

**Section 9.2 FAILURE TO FILE FINE.** For failure to file a listing within 48 hours, as provided in the Rules and Regulations, a \$25 fine will be assessed.

**Section 9.3 FAILURE TO REPORT CLOSED SALE FINE.**

- (a) Any listing filed with MLS must be reported within 48 hours of actual closing date, which was sold and closed, the fine will be \$25 for each violation.
  - (b) At the time of reporting as stated in Section 9.3 (a), the following must be reported:
    - actual square footage, pending date and seller concessions which includes any and all costs paid by the seller, excluding commission, and all mandatory MLS fields. A fine of \$25 for each violation will be imposed.
1. Listings should be placed in the MLS within 48 hours, exclusive of weekends or holidays. A listing when entered into MLS system shall be complete in every detail which is ascertainable as specified on the property data form. If listing is not complete, the following MLS deactivation procedure will apply: Reports will be pulled and any agent/Broker with missing information other than photos will be emailed and given 3 working days to correct. If information is not corrected, a fine of \$25.00 will be imposed. If after 7 working days information is not corrected and/or fine not paid, Phase II of fine process will be imposed.
  2. Phase II – user is assessed an additional \$50.00 fine and MLS is deactivated. When the \$75.00 fine is paid, the user has three (3) working days to correct the deficiency or face a 30 day suspension and \$100.00 fine. Subsequent failures will tack on an additional 30 days and \$100.00 fine.
  3. All residential listings being entered into MLS must include at least one exterior photo which must be entered into MLS (7) seven days from the list date except where sellers expressly direct that photographs or other graphic representations that accurately depict listed property not appear in MLS compilations. Photos must be rendering of actual property being sold. Yard signs will not be allowed in photos or renderings.
  4. All residential listings being CLOSED in MLS must include a minimum of seven (7) clear pictures. These seven photos must include a front exterior, rear exterior, living room, kitchen, bedroom and bathroom. (10/2018)

**Section 9.4 CHANGE REPORTING FINE.** All changes in price, terms, extension of listings, etc., must be entered into the MLS computer within four (4) days of the expiration date. Failure to do so will result in a fine of \$25.

**Section 9.5 NON-MEMBER ACCESS FINE.** For allowing any non-member with the exception on those stated in Section 7 (d) (including but not limited to prospects, customers, clients, news media, brokers, contractors and subcontractors, etc.) to use the MLS key, access the MLS System or comp book or any other confidential information, the fine will be \$500.00 to the Broker and/or Agent on the first offense. If the violation is a second offense, the fine is \$500.00 to the Broker and/or Agent and a possible 6 month suspension from MLS.

**Section 9.6 EXEMPTION NON-COMPLIANCE FINE.** Failure to comply with the Exemption Rule (Section 2.3) will result in a \$250 penalty per violation.

**Section 9.7 TIME LIMITS CALCULATION.** In calculating time limits, violations, and penalties, Saturdays, Sundays and legal holidays are to be excluded.

**Section 9.8 ENTERING FRAUDULENT INFORMATION IN MLS.** If an MLS user is found in violation of deliberately entering false information into MLS, the user will be fined \$500.00 and the user's Broker (if applicable) will be fined \$1,000.00. When determining if an alleged violation has occurred, the following may be requested:

- a) Copy of purchase contract
- b) Certified copy of the HUD 1 closing statement signed by an attorney
- c) Proof of compensation
- d) MLS print-out of listing information
- e) In some cases, a copy of the check to the Broker from the closing attorney

**Section 9.9 ENTERING A NON-AUTHORIZED/UNAUTHORIZED LISTING INTO MLS.** If MLS user is found in violation of entering a non-authorized/unauthorized listing into MLS, the user will be fined \$500 and the user's broker (if applicable) will be fined \$1,000. A second offense of this rule shall result in a 90-day suspension of MLS services. When determining if an alleged violation has occurred, the following may be requested on demand:

- a) a written copy of the listing agreement, signed by the Seller, authorizing the submission of this agreement into MLS.

If the alleged offense is believed to have happened, enforcement of MLS Rules and Regulations will be administered in accordance with Section 15. and 15.1.

**Section 10. CONFIDENTIALITY OF MLS INFORMATION.** Any information provided by MLS to the Participants shall be considered official information of MLS. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

**Section 10.1 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION.** The information published and disseminated by MLS is communicated verbatim, without change by MLS as filed with MLS by the Participant. MLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

**Section 11. OWNERSHIP OF MLS COMPILATION\* AND COPYRIGHT.** By the act of submitting any property listing content to the Association MLS, the Participant represents that he has been authorized to license and also thereby does license authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

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*\*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.*

***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.*
- 1. Develop and post a DMCA-compliant website policy that addresses repeat offenders.*
- 2. 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.*
- 3. Have no actual knowledge of any complained-of infringing activity.*

4. *Not be aware of facts or circumstances from which complained-of infringing activity is apparent.*
5. *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)*

**Section 11.1** All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the Hattiesburg Area Association of REALTORS®, Inc. and in the copyrights therein, shall at all times remain vested in the Hattiesburg Area Association of REALTORS®, Inc.

**Section 11.2** Each Participant shall be entitled to lease from the Hattiesburg Area Association of REALTORS® a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Association.\*

Participants shall acquire by such lease only the right to use MLS compilation 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 whatever.

## **USE OF COPYRIGHTED MLS COMPILATION**

**Section 12. DISTRIBUTION.** Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Board of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of MLS. Use of information developed by or published by a Board 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 or published by a Board MLS where access to such information is prohibited by law.

**Section 12. 1 DISPLAY.** Participants and those persons affiliated as licensees with such Participants shall be permitted to display MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

**Section 12.2 REPRODUCTION.** 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 MLS compilation and distribute to prospective purchasers a reasonable\* number of single copies of property listing data contained in MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participant or their affiliated licensees, be interested.

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

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner or 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, included 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 5/14)

\*It is intended that the Participant be permitted to provide 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 reproduction 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.

## **USE OF MLS INFORMATION**

**Section 13. LIMITATIONS ON USE OF MLS INFORMATION.** Use of information from MLS compilation of current listing information, from the Association's statistical report, or from any sold or comparable report of the Association or MLS for public mass-media advertising by MLS Participant or in other public representations, may not be prohibited.

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

Based on information from the Hattiesburg Area Association of REALTORS®  
for the period (date) through (date).

## **CHANGES IN RULES AND REGULATIONS**

**Section 14. CHANGES IN RULES AND REGULATIONS.** Amendments to the Rules and Regulations of the Service shall be by a majority vote of the members of the MLS Committee, subject to final approval by the Board of Directors of the Hattiesburg Area Association of REALTORS®.

**Section 14.1** Changes in fees and charges may be made by a majority vote of the members of the MLS Committee, subject to approval of the Board of Directors of the Hattiesburg Area Association of REALTORS®.

## **ENFORCEMENT OF RULES AND DISPUTES**

**Section 15. CONSIDERATION OF ALLEGED VIOLATIONS.** The MLS Committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations.

**Section 15.1 VIOLATIONS OF RULES AND REGULATIONS.** If the alleged offense is a violation of the Rules and Regulations and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional

Standards Committee of the Board in accordance with the Bylaws and Rules and Regulations of the Board of REALTORS® within twenty (20) days following receipt of the Committee's decision.

If, rather than conducting an administrative review, the MLS Committee has a procedure established to conduct hearings, the decision of the MLS Committee may be appealed to the Board of Directors of the Hattiesburg Area Association of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Board's Grievance Committee for processing in accordance with the Professional Standards procedures of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Hattiesburg Area Association of REALTORS®.

**Section 15.2 COMPLAINTS OF UNETHICAL CONDUCT.** All other complaints of unethical conduct shall be referred by the committee to the Professional Standards Administrator for appropriate action in accordance with the professional standards procedures established in the association's bylaws.

## **MEETINGS**

**Section 16. MEETINGS OF THE MLS COMMITTEE.** The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairman.

**Section 16.1 MEETINGS OF MLS PARTICIPANTS.** The Committee may call meetings of the Participants in MLS to be known as meetings of MLS.

**Section 16.2 CONDUCT OF THE MEETINGS.** The Chairman, or Vice Chairman, shall preside at all meetings or, in their absence, a temporary Chairman from the Membership of the Committee shall be named by the Chairman or, upon his/her failure to do so, by the Committee.

## **INTERNET DATA EXCHANGE (IDX) Rules**

### **Section 17. 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 listing. *(Amended 5/17)*

**Section 17.1. Authorization:** Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, 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, 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)*

**Section 17.2. Participation:** Participation in IDX is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants.

**Section 17.2.1.** Participants must notify the MLS of their intention display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Amended 5/12)*

**Section 17.2.2.** MLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. *(Amended 5/12)*

**Section 17.2.3.** Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. *(Amended 5/17)*

**Section 17.2.4.** Participants may select the listings they choose to display through 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), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell, exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each Participant. *(Amended 5/17)*

**Section 17.2.5.** Participants MUST REFRESH all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. *(Amended 11/14)*

**Section 17.2.6.** Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(Amended 5/12)*

**Section 17.2.7.** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. *(Amended 5/12)*

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

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

either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 17.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning any listing.

Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. *(Amended 5/12)*

**Section 17.2.9.** 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. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Amended 5/12)*

**Section 17.2.10.** An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

**Section 17.2.11.** Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields (Adopted 5/15)

Section 17.2.12. All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.\* (*Amended 5/17*)

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

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

**Section 17.3.1** Listings displayed pursuant to IDX shall contain only those fields of data designated by MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. (*Amended 5/12*)

**Section 17.3.1.1** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (*Amended 5/12*)

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

Section 17.3.2 Deleted May, 2015

**Section 17.3.3** Deleted May 2017; moved to 17.2.12 May 2017

**Section 17.3.4** All listings displayed pursuant to IDX shall identify the listing agent.

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

**Section 17.3.6** (Deleted 2006)

**Section 17.3.7** All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. *(Amended 5/17)*

**Section 17.3.8** Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. 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 5/12)*

**Section 17.3.9** The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer.

Or (optional)

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. *(Amended 11/17)*

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

**Section 17.3.11** 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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. *(Amended 05/17)*

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

**Section 17.3.12** Display of expired, withdrawn, and sold listings is prohibited.

**Section 17.3.13** Display of seller’s(s’) and/or occupant’s(s’) names(s), phone number(s), and email address(es) is prohibited.

**Note:** The following Sections 17.3.14 and 17.3.15 may be adopted by MLSs that provide participants with a “persistent” download (i.e., where the MLS database resides on participants’ servers) of the MLS database.

**Section 17.3.14** 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 MLS. (*Amended 5/12*)

**Section 17.3.15** 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. (*Amended 5/12*)

Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. (*Adopted 11/14*)

**Section 17.3.16** Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant’s logo and contact information is larger than that of any third party.

**Section 18.1** Any IDX Subscriber and Participant must make changes to an Internet site necessary to cure a violation of MLS Rules and Regulations within 5 business days of notice of a violation. Violations of MLS Rules and Regulations will result in a fine of \$25.00 per day that the violation is not corrected.

**Section 18.2** Any IDX Subscriber and Participant using a third party to develop/design its web Site will have written agreement with that third party in the form prescribed by the MLS Committee.

**Section 18.3 Service Fees and Charges.** Service fees and charges for participation in IDX shall be as established by the Board of Directors.

## **Virtual Office Website (VOW)**

**Section 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.

**Section 19.2** (a): The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX").

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

**Section 19.3** (a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of, and a valid 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.

**Section 19.4:** A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

**Section 19.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized 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.

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

**Section 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. Please check either Option a or Option b

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

OR

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

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

\_\_\_\_\_  
initials of seller

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

**Section 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)

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."

**Section 19.8:** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 19.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 19.10:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS<sup>®</sup> VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 19.11:** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 19.12:** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR<sup>®</sup>.

**Section 19.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**Section 19.14:** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Note: Adoption of Sections 19.15 –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.

**Section 19.15:** A Participant’s VOW may not make available for search by, or display to, Registrants any of the following information:

a. Expired and withdrawn listings.

**Note:** Due to the 2015 changes in the IDX policy and the requirement that participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending (“under contract”) listings on VOW sites.

b. The compensation offered to other MLS Participants.

c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.

d. The seller’s and occupant’s name(s), phone number(s), or e-mail address(es).

e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

f. Sold information

**Note:** If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15 (f) must be omitted. (*Revised 11/15*)

**Section 19.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

**Section 19.17:** A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant’s VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

**Section 19.18:** A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a

reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

**Section 19.19:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 50 current listings..

(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 500 listings or fifty percent (50%) 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.

**Section 19.20:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

**Section 19.22:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 19.23:** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

**Section 19.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 19.25:** Where a seller affirmatively directs 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.

Updated and Approved 11/22/2013 by NAR

Updated and Approved 4/3/2015 by NAR

Updated and Approved 4/6/2016 by NAR

Updated and Approved 7/20/2017 by NAR

## **MLS VIOLATION & FINE STRUCTURE**

### **Time Limits & Policies**

#### **Section 20 of MLS Rules & Regulations**

**VIOLATIONS OF RULES AND REGULATIONS.** If the alleged offense is a violation of the Rules and Regulations and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Board in accordance with the Bylaws and Rules and Regulations of the Board of REALTORS® within twenty (20) days following receipt of the Committee's decision.

If, rather than conducting an administrative review, the MLS Committee has a procedure established to conduct hearings, the decision of the MLS Committee may be appealed to the Board of Directors of the Hattiesburg Area Association of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Board's Grievance Committee for processing in accordance with the Professional Standards procedures of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Hattiesburg Area Association of REALTORS®.

1. Listings should be placed in the MLS within 48 hours, exclusive of weekends or legal holidays. A listing when entered into MLS system shall be complete in every detail which is ascertainable as specified on the property data form. If listing is not complete, the following MLS deactivation procedure will apply: Reports will be pulled and any agent/Broker with missing information other than photos will be emailed and given 3 working days to correct. If information is not corrected, a fine of \$25.00 will be imposed. If after 7 working days information is not corrected and/or fine not paid, Phase II of fine process will be imposed.
2. Phase II – user is assessed an additional \$50.00 fine and MLS services will be deactivated. When the \$75.00 fine is paid, the user has three (3) working days to correct the deficiency or face a 30 day suspension and \$100.00 fine. Subsequent failures will tack on an additional 30 days and \$100.00 fine.
3. All residential listings being entered as listings into MLS must include at least one exterior photo which must be entered into MLS (7) seven days from the list date. All residential listings being CLOSED in MLS must include a minimum of (7) clear pictures when being CLOSED in MLS. These (7) photos must include a front exterior, rear exterior, living room, kitchen, bedroom and bathroom. Photos must be rendering of actual property being sold. Drawings and generic photos will not be accepted except on new construction. However, at time of closing, photo must be submitted on newly constructed listing.
4. When listing a property that may have been previously listed in MLS, photos shall not be copied from previous listings without permission. This is a fineable offense. Use of listing content (including photos) in MLS can

be accumulated and disseminated to enable Participants to prepare appraisals, analyses, and other valuations of real property for clients and customers which will provide for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public.

5. Fields intended for public viewing shall not contain names or contact information of the owner, listing agent, listing broker or any vendor or any web sites or email address. ***This also includes photos with yard signs.***
6. Listings shall be entered one time in MLS. If listing has more than one choice for school district, the district that bus route runs should be listed as the primary school district. Other school district can be listed in remarks.
7. The following guidelines are required when listing auction properties:
  - There must be an MREC recommended listing agreement in place
  - There is cooperation and compensation offered
  - There must be a listing price entered (not a range)
  - Must be clear what cooperating brokers are to do to make offers
8. The cloning of any photos in MLS for marketing purposes, including virtual tours, is prohibited unless cloned within the same company in which the listing agent who created the photos is associated, or with permission from the listing agent if outside the company. Photos **shall not be deleted** from any listing.
9. Price changes made before the expiration of the listing contract should be signed by both the owner and the listing broker, or his agent, and entered into the computer within 96 hours.
10. When a listing is marked as contingent, an explanation of why property is contingent is required.
11. The Listing Office shall report a pending sale of property immediately once earnest money is on hand and all required documents and signatures are in place. If all information is in place, listing agent has 48 hours to pend. If the listing fails to sell, the listing agent must make a change in computer within 48 hours.
12. Any listing filed in MLS must be reported as sold and closed within 48 hours of actual closing date.
13. Listings without a valid pending date will be assessed a fine. If a listing has not been pended in MLS correctly, violations may be reported to MLS and an automatic fine will result. Names of those reporting violations will be kept confidential.

14. Any listing that is taken “temporarily off the market” in MLS for a period of more than ten (10) working days shall be purged from the computer. However, if there are extenuating circumstances where the property needs to be temporarily off the market for a longer period of time, the listing agent should call the HAAR Office with explanation.

Listing exemptions in the MLS should be a rare occurrence in which a seller is specifically requesting an exemption for extenuating circumstances. If an exemption is requested, the seller must provide a written request in the form of a signed, notarized letter documenting these circumstances and an exemption form signed and notarized by the seller and listing broker. If a seller requests an exemption, the exempted property address may not be re-entered at a later date with the same seller under the same listing agent, unless approved by the MLS Committee. Exemptions may not be used for the express purpose of maintaining a listing as a “coming soon” or “pocket listing”. The fee for filing a listing exemption shall be \$250.00. (10/2018)

15. Placing a listing in WITHDRAWN or CANCELLED status after the seller has accepted a purchase offer does not relieve the listing broker of the obligation to report the sale and sales price to MLS. A sale cannot be withdrawn or cancelled for the purpose of not reporting the sale or sales price to the MLS.

**Withdrawn listing** is one in which the seller and broker have agreed, generally temporarily, to withdraw the listing from active compilations although the terms and conditions of the listing agreement remain intact until the expiration date. Example: withdrawn while renovations are being performed, withdrawn due to illness in the family or due to some other temporary situation resulting in the property not be to shown.

**Cancelled listing** is one in which the broker has agreed to terminate the listing agreement with a seller prior to the expiration date.

ALL WITHDRAWALS AND CANCELLATIONS WILL NEED TO BE FORMALLY REQUESTED BY THE LISTING BROKER IN THE FORM OF AN EMAIL OR LETTER TO THE HAAR STAFF. (10/2018)

16. It shall be optional on the part of the member to file any property owned by a member/user or property not located in the HAAR Jurisdiction (Forrest, Lamar, Covington, Marion, Perry and Stone Counties). All property types are required to be entered into MLS. However, photos are required only on residential listings.

Multiple lots may be entered as one listing per owner. However, if user wants to list each lot individually, that is allowed as well.

17. The policy on drone photos is as follows:

Participants shall not submit photographs, videos, images, or depictions in a listing obtained through the use of a drone unless the participant submitting such listing can demonstrate compliance with all requirements of the Federal Aviation Administration and other applicable laws regulating the use of drones for commercial purposes. Any such photographs, videos, images, or depictions submitted in violation of this rule shall immediately be removed from display, and the participant submitting such listing shall be subject to discipline for a violation of these rules.

18. Listing Rental Property in MLS under Rental Property Type:

If rental property is entered into MLS under “rental” property type, then compensation must be offered. When “rental” is leased, listing should be cancelled in MLS. However, if listed in the “Residential” property type as “for sale or lease” and property is leased but still “for sale”, property should be updated to show as leased. If “rental” is sold, listing must be closed out and sold information entered.

**NOTE: VIOLATIONS OF RULES AND REGULATIONS.** If the alleged offense is a violation of the Rules and Regulations and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Board in accordance with the Bylaws and Rules and Regulations of the Board of REALTORS® within twenty (20) days following receipt of the Committee’s decision.

*Revised 9/19/2013  
Revised 6/18/2014  
Revised 4/1/2015  
Revised 4/25/2016  
Revised 2/19/2018  
Revised 10/2018*

## FINES

- |  |                        |
|--|------------------------|
| 1. Failure to file a listing within 48 hours   | \$25.00                |
| 2. Failure to comply with exemption rule (In addition to fee)  | \$250.00 per violation |
| 3. Failure to enter photo on residential listing within 7 days   | \$25.00                |
| 4. Copying listings <i>and</i> photos from previous listing in MLS without permission of broker  | \$25.00                |
| 5. Failure to give a listing a pending date within 48 hours of earnest money being on hand and all required documents and signatures in place  | \$25.00                |
| 6. Failure to report actual square footage after closing   | \$25.00                |
| 7. Failure to report seller concessions after closing*<br>*(Seller concessions includes any and all costs paid by the seller, including anything under \$500.00.)  | \$25.00                |
| 8. Failure to report other mandatory information in MLS  | \$25.00                |
| 9. Failure to report a listing as closed within 48 hours   | \$25.00                |
| 10. Failure to provide changes in price and terms  | \$25.00                |
| 11. Failure to sign name on error reports  | \$25.00                |
| 12. Entering personal information* in the public remarks of MLS. *(phone numbers, websites, etc)   | \$25.00                |
| 13. Sending mass emails via MLS system with the term “pocket” listing used therein. The fine will go by the same process as other current fines: if the fine is not paid within 3 days of the invoice date, an additional fine will be assessed and MLS Services will be deactivated.  | \$25.00                |
| 14. Sending mass emails via MLS system on information or issues other than that pertaining to MLS listings and rentals. The only exception is when the MLS email is used by the Executive Officer or the President to relay information to members or if the President gives permission to another member under special circumstances. | \$25.00                |

15. Misrepresentation of listings by withdrawing or cancelling for purposes other than those defined in MLS Rules & Regulations could result in the following ramifications: First offense – suspension from MLS for 1 week; recurring offenses – suspension from MLS for 30 days and possible Ethics review.

16. 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.

17. Allowing any non-member (see exceptions) use of the MLS key, access to MLS system or site or comp books or any other confidential information

USER \$500.00  
BROKER \$500.00

*Exceptions: Affiliated unlicensed administrative and clerical staff, unlicensed assistants, and/or individuals seeking licensure or certification as a real estate appraiser. However, these users are subject to these rules and Regulations and may be disciplined for violations thereof provided the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent upon compliance with the rules and regulations. Also, failure to abide by the rules and regulations and/or any sanction imposed for violations can subject the Participant/ Broker to the same or other discipline.*

18. Entering fraudulent information into the MLS

USER \$500.00  
BROKER \$1,000.00

19. Non-Compliance to Drone Policy: If a member is found to be in violation of this policy, both the member and their broker will be notified of the violation and will be given 24 hours to remove the offending photographs and/or videos and the violating member will be subject to a \$100.00 fine. If after 24 hours the photos and/or videos are not removed, HAAR Staff will remove photos and the member will be subject to an additional \$150.00 fine.

## **MLS Rules on Listing Procedures Addendum**

All listings are required to be entered into MLS unless it is an exempted listing or 1) property owned by a member/user, or 2) property that is not in the HAAR jurisdiction (Forrest, Lamar, Covington, Marion, Perry and Stone counties). Below are the rules addressing this from the MLS Rules and Regulations. You can refer to the "MLS Violation & Fine Structure with Time Limits and Policies" that are a part of the MLS Rules and Regulations.

Section 1. LISTING PROCEDURES. Members shall file with MLS all improved or unimproved properties that have been listed for sale exclusively by them. All listings should first be completed and carefully analyzed by the listing broker, then placed in MLS within 48 hours, exclusive of weekends and holidays, after the listing is received.

"Section 2.3 EXEMPTED LISTINGS. Listing exemptions in the MLS should be a rare occurrence in which a seller is specifically requesting an exemption for extenuating circumstances. If an exemption is requested, the seller must provide a written request in the form of a signed, notarized letter documenting these circumstances and an exemption form signed and notarized by the seller and listing broker. If a seller requests an exemption, the exempted property address may not be re-entered at a later date with the same seller under the same listing agent, unless approved by the MLS Committee. Exemptions may not be used for the express purpose of maintaining a listing as a "coming soon" or a "pocket listing". The fee for filing a listing exemption shall be \$250.

If listing is not ready to be shown (repairs, updating, staging, etc.), you will need to add to the remarks section that listing should not be shown until completion of repairs.

If a listing is "pre-marketed" ("coming soon", "pocket listing") and SELLS before it goes into MLS, it cannot go into MLS as "entered for comp purposes".

Listings that are offered to the market by sellers but offer compensation to a buyer's agent may be entered into MLS under the following circumstance:

- The Non-MLS field is checked
- "Agreement to Show Unlisted Property" must be on file with the agent's brokerage and may be requested at the by HAAR staff to validate the closing details of the Non-MLS listing
- Compensation must have been paid to an agent in the transaction
- Remarks may not say "for comp purposes only"
- All Non-MLS listings will be defaulted by the HAAR staff to Non-Member listing agent
- MLS rules and fines for listings do apply to Non-MLS listings

## **MLS Rule on Entering "Subdivision" Listings**

"Subdivision" Lot listings entered as residential single-family homes shall not be allowed. A subdivision listing for LOTS ONLY will be allowed if all the following conditions are met:

- Must have an executed exclusive listing agreement for all available developer lots.
- Lot numbers must be referenced in MLS "Documents".
- Plat must be on file in MLS under "Documents".
- When an individual lot is contracted, listing agent must:
  - \*remove the lot # from the subdivision listing
  - \*Enter the separate lot listing
  - \* pend the listing to reflect actual days on market
  - \*Properly close the listing according to MLS Rules and Regulations

- No branded subdivision logos, builder logos or Broker logos (do not take from websites due to copyright infringement) can be used as a primary photo with the exception of the “entrance” sign or “logo” at entrance.

*Approved by HAAR Bd. of Dir. 10/19/2016*

### **Entering “Preconstruction” Listings**

Definition: A listing that is not visible on a lot in which a slab has NOT been poured.

- You must “OPT OUT OF ALL REALTOR ADS. A new construction listing cannot be disseminated to the public UNTIL A SLAB IS POURED.
- A set lock and key price, not a range, must be listed.
- The agent must have an executed single listing agreement.
- A plat must be provided.
- An offer of compensation must be provided.
- A house plan with photo rendering must be provided and be able to be built for the specified price.
- Agents may not enter various floor plans with no pricing or details into MLS for the purpose of soliciting custom constructions. However, a listing can contain a rendering of the actual house with a fixed price. Other house plans that can be built on that lot must be entered into “documents” and must have a specific price for each floor plan.

### **Entering “Preconstruction” Listings for a Subdivision**

This type of preconstruction may only be used when a single agent represents the developers who own all the developable lots in a subdivision. This category is only intended so that buyer’s agents may know compensation is offered on all new construction in that subdivision. Primary requirements include:

- Price range of houses that can be built
- Executed single listing agreement for the entire subdivision
- A plat of subdivisions and available lots for construction
- Offer of compensation is provided
- The subdivision entrance photo shall be used as the primary photo
- A house plan and list of finishes must be uploaded for the lowest price in the listing range so that the buyer’s agent may know how many sq. ft. and what type of house can be built for the listing price.
- Any additional house plans uploaded into documents must be able to be built within the price range listed, if the list of finishes for the lowest price house plan is used.

*Approved by HAAR Board of Directors 6/14/2017*

*Revised 11/2013  
 Revised 7/7/2014  
 Revised 4/15 2015  
 Revised 4/23/2016  
 Revised 6/14/2017  
 Revised 2/19/2018  
 Revised 10/2018*