

**REGIONAL
MULTIPLE LISTING SERVICE**



RULES AND REGULATIONS

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RULES AND REGULATIONS
RMLS RULES AND REGULATIONS
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RULES AND REGULATIONS

SECTION 1. DEFINITIONS

1.1 “Arbitration Complaint” means a financial dispute between Participants and Subscribers of different firms submitted to RMLS pursuant to Section 9 and which is subject to arbitration pursuant to Section 14.

1.2 “Board of Directors” means the group of individuals elected by the Shareholder Associations in accordance with the Shareholders agreement between RMLS and the Shareholder Associations, which group sets policy, rules, general business procedures and budgets for the operation of RMLS.

1.3 “Compilation” means all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties in the counties of Palm Beach and St. Lucie and throughout the State of Florida and real properties in other geographic regions which are aggregated and compiled, displayed, maintained and disseminated and includes data relating to commercial, multi-family and residential properties listed for sale or rent, those that have been sold, and those with respect to which the sale has been cancelled or has not closed, and includes unimproved and vacant properties in any format, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

1.4 “Conduct Complaint” means a complaint submitted to RMLS pursuant to Section 9 which alleges a violation of Section 13.

1.5 “Exclusive Right to Sell Listing” means a listing whereby the seller authorizes the listing Participant to cooperate with, and to compensate, other brokers.

1.6 “Exclusive Brokerage Listing” is an Exclusive Right to Sell Listing which, in addition, authorizes the listing Participant, exclusively, to offer cooperation and compensation on blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

1.7 “Exclusions” means the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker.

1.8 “Internet Data Exchange” or “IDX” means the term created by the National Association of REALTORS® for the broker reciprocity program mandated in January of 2002, which program allows both agents and brokers to show each others listings on the Internet and may also be known as Internet Listings Display or Internet Data Display.

1.9 “Limited Service Listing” means a listing where the Participant listing the property will not be available on contract presentations and/or the Participant listing the property will not perform post contract services such as mortgage payoff and title order.

1.10 “Listing Input Form” means a form used to collect real property data to input listing for sale information into the RMLS Database.

1.11 “Listing Areas” means the counties of Palm Beach and St. Lucie which are the counties served by the Shareholders Associations. Only listings of designated types of real property located within the Listing Areas are required to be submitted to RMLS. Listings of property located outside the Listing Areas will be accepted if submitted voluntarily by a Participant in accordance with these Rules.

1.12 “Members” means Shareholder Participants, Non-Shareholder Participants and Subscribers.

1.13 “MLS” or “Multiple Listing Service” means a system by which authorized Participants and Subscribers make blanket unilateral offers of compensation to other Members (acting either as buyer agents in other agency or non-agency capacities as defined by law) during the course of which the Compilation is accumulated and



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disseminated to enable Members to serve their customers, clients and the public, and includes data entry of listings, terminal support, program support and educational classes on its computer system.

1.14 “NAR” means the National Association of REALTORS® whose policies govern RMLS.

1.15 “Non-Shareholder Participant” means the principal of any firm, partnership, or corporation or the branch office manager designated by said firm, partnership or corporation who is not a member of a Shareholder Association, and who has executed a Participant Agreement prescribed by RMLS, and who shall have all rights, benefits and privileges of RMLS, and shall accept all obligations to RMLS for the Non-Shareholder Participant’s firm, partnership, or corporation and for compliance with the Bylaws and Rules by all persons affiliated with the Non-Shareholder Participant who utilize RMLS.

1.16 “Participants” means Shareholder Participants and Non-Shareholder Participants who hold a current, valid real estate broker’s license in the State of Florida and are capable of offering and accepting compensation to and from other Participants or are registered, licensed or certified by an appropriate state regulatory agency in the State of Florida to engage in the appraisal of real property.

1.17 “REALTORS®” means licensed real estate brokers and licensed real estate agents who are members in good standing of the National Association of REALTORS®.

1.18 “RMLS” means Regional Multiple Listing Service Inc, a Florida corporation that provides Multiple Listing Services to members of Shareholder Associations and to Non-Shareholder Participants.

1.19 “RMLS Database” means the RMLS Compilation and RMLS Services maintained in electronic form from which RMLS provides the Compilation and RMLS Services.

1.20 “RMLS Services” means other products and services which facilitate the business of Participants and Subscribers.

1.21 “Rules” means these Rules and Regulations of RMLS which may be amended by RMLS from time to time.

1.22 “Shareholder Associations” means the Jupiter, Tequesta, Hobe Sound Association of REALTORS® Inc., the REALTORS® Association of St. Lucie Inc., and the REALTORS® Association of the Palm Beaches, all in the State of Florida.

1.23 “Shareholder Participant” means the principal of any firm, partnership, or corporation or the branch office manager designated by said firm, partnership or corporation who is a member of a Shareholder Association, and who has executed a Participant Agreement prescribed by RMLS, and who shall have all rights, benefits and privileges of RMLS and shall accept all obligations to RMLS for the Participant’s firm, partnership, or corporation and for compliance with Bylaws and Rules by all persons affiliated with the Shareholder Participant who utilize RMLS.

1.24 “Statewide Reciprocal Agreement” means the Agreement between Florida Association of REALTORS® and RMLS.

1.25 “Subscribers” means non-principal brokers, sales associates and licensed and certified appraisers affiliated with Shareholder Participants and Non-Shareholder Participants, who have executed a Subscriber Agreement prescribed by RMLS.



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SECTION 2 PARTICIPATION THROUGH THE STATEWIDE RECIPROCAL OR OTHER WRITTEN RECIPROCAL AGREEMENTS

2.1 MLS will allow participation in RMLS by REALTORS® who are members of REALTOR® Associations or Multiple Listing Services participating either in the Statewide Reciprocal Agreement adopted by REALTOR® Associations and Multiple Listing Services throughout the Florida Association of REALTORS® in accordance with the terms of that agreement, or in accordance with terms of any other agreement with a REALTOR® Association or Multiple Listing Service by making appropriate application to RMLS. Said Agreement spells out the terms and conditions of reciprocal access, but under no circumstances will such agreement violate the intent of the rules set forth by the National Association of REALTORS® or these Rules other than the fee schedule for services offered by RMLS.

2.2 No REALTOR® Participant may have membership in RMLS by virtue of a reciprocal agreement if their office wishing access is located within the jurisdictional boundaries of a Shareholder Association.

SECTION 3 PENDING OR INCOMPLETE ETHICS OR ARBITRATION ISSUES

No Participant or Subscriber application will be admitted to membership if such applicant has outstanding financial obligations to any Association in the State of Florida or RMLS and/or the applicant subsequently resigns to avoid payment of such obligations. The applicant's participation shall be denied or suspended until such time as said financial obligations have been paid or waived and the named applicant released from said obligations. Each applicant shall be required to certify that they have no outstanding financial obligations to any Association in the State of Florida or RMLS prior to becoming a Participant.

SECTION 4. LISTING PROCEDURES

4.1 Submission of "Active Listings"

4.1.1 RMLS shall accept Exclusive Right to Sell and Exclusive Brokerage Listings from Participants, and may accept other forms of agreement which make it possible for the listing Participant to offer compensation to other Participants. Only one listing for any property may appear in the RMLS Database at any given time, offering the same services to the seller including but not limited to the offer of compensation to cooperating brokers. The type of listing shall be noted on the Listing Input Form and disclosed to all Participants. The Exclusive Right to Sell Listing agreement may not be altered to accommodate an Exclusive Brokerage Listing. If the listing broker intends to offer compensation to other Participants, the listing agreement shall contain the seller's written agreement to compensate agents of prospective purchasers. An Exclusive Right to Sell Listing or an Exclusive Brokerage Listing that contains Exclusions to the listing agreement must be designated by using the code ER/EX or EB/EX (List Type). Cooperating brokers must be given the names of those parties which are Exclusions upon request of the listing Participant. Limited Service Listings must be designated in the RMLS Database by using the code LS under listing type preceded by the type of listing being taken (Exclusive Right or Exclusive Brokerage) (ER/LS) or (EB/LS).

4.1.2 Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of RMLS, and are taken by Participants on Exclusive Right to Sell or Exclusive Brokerage listing contracts, must be entered into the RMLS Database within two (2) business days after all necessary signatures have been obtained and shall be complete and accurate in every detail. Only listings of the following designated types of property that are located within the Listing Areas are required to be submitted. Listings from other jurisdictions may be submitted on a voluntary basis.

- a. Detached single family residences, individual condominium apartments, cooperative apartments, townhouses, attached single family residences and mobile homes that are attached to the land and taxed as real property.
- b. Residential income property up to and including four (4) units. The number of units shall be computed based on the number of kitchens located in the property.



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- c. Properties in categories not specified in (a) or (b) above, but which are listed on a Listing Input form or any listing agreement form, which indicates submission to RMLS.
- d. Houses “under construction” or “to be built” must include a legal description for a specified lot upon which the home can be built and the status of construction must be clearly stated in the listing. Builder’s models may not be entered into RMLS unless they are specifically for sale.
- e. Other properties which may be entered with RMLS at the discretion of the Participant, subject to paragraph (c) above: Income Property, Business, Commercial, Vacant Land, Commercial Leases, and Rentals.

4.2 Listings Subject To Rules

Listings submitted to RMLS shall follow the specific data requirements of the Listing Input Form and shall be complete in every detail. Any listing submitted into the RMLS Database is subject to the Rules upon signature of the seller. All Participants are required to submit documentation such as the listing agreement, and any modifications to the listing agreement, within two (2) business days if requested by a staff member of RMLS.

4.3 Listing Photograph, Virtual Tour or Video

Every single family residential, multi-dwelling, commercial and business properties listed with Participant and entered into the RMLS Database is required to have one (1) photo of the subject property attached to the listing within thirty (30) days.

4.4 Disclosure Of Interests In Listed Property

4.4.1 If a Participant or any licensee (including licensed or certified appraisers) affiliated with a Participant has any interest in property, the listing of which is to be disseminated through RMLS, that person shall disclose that interest when the listing is entered into the RMLS Database and such information shall be disseminated to all Members.

4.4.2 If a Participant or Subscriber wishes or intends to acquire an interest in property listed with another Participant, such contemplated interest or intent shall be disclosed, in writing, to the listing Participant, including agency disclosure, not later than the time an offer to purchase is submitted.

4.5 Listings as One Property Type Only

Listings shall be entered as one property type only unless the property use would necessitate entering it in an additional property type category. Any listing being entered into more than one listing category must be approved by RMLS. Properties offered for sale under the residential category may be entered into the rental category with RMLS approval.

4.6 Seller Refuses RMLS Publication

If the seller refuses to permit the property to be published in the RMLS Database, the listing Participant may take the listing, but it shall not be disseminated by Participant. That listing must contain a request for confidential treatment or other written certification signed by the seller with full indication that the property is being withheld from the RMLS Database. A copy of the listing with a request for confidential treatment or other written certification signed by the seller must be provided to RMLS by Participant when requested by RMLS.

4.7 Listing Changes

The signature of the seller(s) must be obtained on a written direction regarding any change of status of the listing, for price changes, extensions, conditional withdrawals, or cancellations. Participant shall enter into the RMLS Database any changes in the original listing agreement, listing information, or status within two (2) business days after the authorized change is received by the listing Participant.



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4.8 Withholding Owner's Name

An owner's name shall not be withheld from a listing unless a request is signed by the seller.

4.9 Contingencies

Any contingency or conditions of any term in a listing shall be noted and disseminated to Participants, including Exclusions and/or exceptions to the listing agreement.

4.10 Expiration Date, Renewals, Extensions

Listings entered into the RMLS Database shall bear a definite expiration date. Any listing entered into the RMLS Database automatically expires unless renewed and a notice of the renewal or extension is processed prior to the expiration date. If notice of the renewal is received after expiration, the listing may be reactivated by entering either a new listing or status change it to back on market with the new expiration date clearly indicated.

4.11 Listing Price

The full gross listing price must be stated in the listing agreement and will be included in the information provided in the RMLS Compilation of listings. Rental prices must be expressed in monthly rent amounts for Annual, Season and/or Off-Season. Net listings will not be accepted by RMLS.

4.12 Range Price Listings

For listings which have range pricing, the listing Participant must ensure that the information regarding the price range is conveyed to Participants. The list price field must be filled with either the low end or the high end of the price range. The field called "Range Price" shall be filled in with the other end of the price range.

4.13 Co-Listings

If the seller has listed a property and there is more than one RMLS Participant office involved, the co-listing office and co-listing agent ID numbers must be listed in the co-listing office and agent fields. Only an RMLS Member may be shown as the listing Participant. If the co-listing office is not a member of RMLS, the Member firm shall be the only office listed in RMLS. However, the Member firm must have a clear agreement from the seller that they are responsible for compensation with other non-RMLS Members and be the contact for information regarding the property.

4.14 Withdrawal of Listing Prior To Expiration

4.14.1 Listings of property may be withdrawn from the RMLS Database by the listing Participant before the expiration date of the listing agreement only when authorized in writing by the seller(s). This information must be reported in the RMLS Database.

4.14.2 Sellers do not have the unilateral right to require RMLS to withdraw or cancel a listing without the listing broker's concurrence. However, when a seller(s) can document that its exclusive relationship with the listing Participant has been terminated, RMLS may withdraw or cancel the listing at the request of the seller.

4.15 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 Listing Input Form. When part of a listed property has been sold, proper notification shall be given to RMLS.



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4.16 Submission of “Sold” Listings

For purposes of statistical recording, Participants may submit to RMLS those properties that have been authorized in writing by the seller for entry into RMLS that were not exclusively listed, but have been sold by a firm which is a Participant. These properties may not be entered into the RMLS Database until such time as the property is either in pending status or sold status and are subject to all other Rules including the time requirements for entry of data. All fields that are required by RMLS must be completed at input. In no case may a Member enter a listing of this nature without a Contract for Purchase and Sale having been entered into between buyer and seller. In the event the contract is not consummated, then Member must cancel said “Sold Listing” unless an Exclusive Brokerage or Exclusive Right of Sale agreement is signed by the seller authorizing entry into the RMLS Database as an active listing. However, in no case will Member misrepresent the information contained in the RMLS Database. The listing Participant shall enter their ID’s as both listing and selling Member unless there is a cooperating broker.

4.17 No Control of Commission Rates or Fees Charged to Participants

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

4.18 Termination Date on Listings

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

4.19 Jurisdiction

Only listings of the designated types of property located within the jurisdiction of the RMLS are required to be submitted to the service. Listings of property located outside the RMLS jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by RMLS.

SECTION 5 SELLING PROCEDURES

5.1 Showing and Negotiations

5.1.1 Appointments for showings and negotiations with the seller for the purchase of listed property filed in the RMLS Database shall be conducted through the listing Participant except under the following circumstances:

- a. The listing Participant gives cooperating brokers authority to show and/or negotiate directly, or
- b. after reasonable effort, the cooperating broker cannot contact the listing Participant or its representative. However, the listing Participant, at its option, may preclude such direct negotiation by cooperating brokers.

5.2 Presentation of Offers

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

5.3 Submission of Offers

Unless otherwise agreed in writing between the seller and the listing Participant or precluded by law, government rule or regulation, all offers shall be submitted to the seller until closing. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing Participant shall recommend that the seller obtain the advice of legal counsel prior to acceptance of any subsequent offer.



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5.4 Right of Cooperating Broker in Presentation of Offer

The cooperating broker or its representative shall have the right to participate in the presentation to the seller or lessor of an offer it secures. The cooperating broker does not have the right to participate in any subsequent discussion or evaluation of that offer by the seller or lessor and the listing Participant. However, if the seller or lessor gives written instructions to the listing Participant that the cooperating broker not participate in the presentation of an offer the cooperating broker secured, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing Participant right to control the establishment of appointments for presentations.

5.5 Right of Listing Broker in Presentation of Counter-offer

The listing broker or its representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. The listing broker 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.

5.6 Reporting Sales to the RMLS Database

The listing Participant must report contract and deposits, completed sales, and any other change of status to RMLS by entry in to the RMLS Database or submitted to RMLS on forms provided by RMLS within two (2) business days of status change unless the negotiations were carried on under Section 5.1 a) or b) hereof, in which case the cooperating broker shall report, sending a copy to the listing Participant within twenty-four (24) hours after acceptance.

5.7 Reporting Cancellation of Pending Sales

The listing Participant shall enter into the RMLS Database the cancellation of any pending sale within two (2) business days and the listing shall thereupon be reinstated.

5.8 Reporting Resolutions of Contingencies

The listing Participant shall enter into the RMLS Database within two (2) business days that a contingency on file with RMLS has been fulfilled by changing the status to pending. However, if the contingency is re-established and/or if said contingency has been extended, listing Participant must modify the status of a contingent listing back to the active status.

SECTION 6 PROHIBITIONS

The Compilation disseminated by RMLS through the RMLS Database is for the exclusive use of Participants and Subscribers, and to other such Multiple Listing Services with whom there is an agreement for exchange of listing information. Unauthorized use of the Compilation by Participants, Subscribers or other MLSs may result in expulsion, fining, cancellation of agreements and/or other disciplinary actions as may be necessary the offending Participants, Subscribers or MLSs.

6.1 Information for Participants Only

Any listing filed with RMLS shall not be made available to any broker of a firm not a Member of the RMLS without the prior consent of the listing Participant, except through other Multiple Listing Services with whom there is an agreement for exchange of listing information.



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6.2 Solicitation of Listings Filed With RMLS

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

6.3 Advertising of Listings Filed With RMLS

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

6.4 “For Sale” Signs

Only the “For Sale” signs of the listing Participant shall be placed on a property listed by a listing Participant.

6.5 “Sold” Signs

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

SECTION 7 COMPENSATION

7.1 The listing Participant shall specify on each listing entered into the RMLS Database the compensation offered to other RMLS 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 Participant retains the right to determine the amount of compensation offered to non-representatives, to buyer agents or to transaction brokers, which may be the same or different. The RMLS shall not disclose in any way the total commissions or fees between the seller and the listing Participant. The listing Participant may, from time to time, adjust the compensation offered to other Participants for their services with respect to any listing by advance published notice to the RMLS so that all Participants will be advised. If the listing Participant desires to offer a cooperating broker compensation other than that indicated on the listing as disseminated by RMLS, it shall be accomplished by advance notification in writing to the other Participant prior to receipt of an offer.

7.2 While offers of compensation made by listing Participants to cooperating brokers through RMLS are unconditional, a listing Participant’s obligation to compensate a cooperating broker who has the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing Participant to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through RMLS 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 Participant to collect some or all of the commission established in the listing agreement, at what point in the transaction did the listing Participant 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 Participant communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

Note: The compensation specified on listings filed in the RMLS Database shall appear in one of two forms:

- a. By showing a percentage of the gross selling price.
- b. By showing a definite dollar amount.



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7.3 Dual or Variable Compensation Agreements

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 Participant 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 Participant 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 Participant in the RMLS Database. The listing Participant shall, in response to inquiries from potential cooperating buyers, 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.

7.4 Notice of Exceptions

If a Participant accepts a listing agreement in which there are exceptions to the agreement (i.e. the selling broker would receive no compensation if the stated exceptions are present in the sales transaction), this must be noted on the listing agreement and the word “exceptions” noted in the broker remarks section of the RMLS Database.

SECTION 8 FEES AND CHARGES

The specific amounts of fees and charges referenced in this section, and the requirement for payment are set from time to time by the RMLS Board of Directors and the terms of the shareholder agreement governing the operations of RMLS, and are published in the RMLS “Schedule of Fees” available from RMLS. Each designated broker of a Participant office of RMLS shall be responsible for payment of fees for their office, Members, non-member sales associates and support staff. Payment of such fees may be accepted from the Participant or the Member licensed with said Participant. None of the foregoing shall preclude the RMLS Participant from being reimbursed by licensed Members for fees or charges incurred on their behalf pursuant to any in-house agreement that may exist. All fees paid for services including advance payments are non-refundable.

8.1 Application Fee:

a. An applicant for participation in the Compilation of RMLS shall pay a one-time, non-refundable application fee, which shall accompany the application. Each Participant office, including Participant branch offices, shall pay the per office application fee when establishing an office with RMLS.

b. In the event a Participant creates a new firm or corporation or changes its office or firm to a new corporation a new application for participation in the Compilation of RMLS is required and a new application fee is due and payable.

8.2 Recurring Participation Fee:

Each office shall pay an annual participation fee.

8.3 Service Fees.

8.3.1 The service fee for each Member shall be the current fee times each licensed broker, licensed sales associate, and licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant or employed staff.



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8.3.2 Payment of such fees shall be made on or before March 25th in the year in which it was billed. All past due amounts shall incur a late fee. In the event the fees, including any late fees, remain unpaid, access to Compilation and RMLS Database are subject to suspension until such time as the fees are paid in full.

8.3.3 Reinstatement of access will occur within two (2) business days after payment of all past due amounts together with any past due fee assessed.

8.3.4 Subscriber's failure to remit payment within thirty (30) days from March 25th will result in the transfer of said fees, including any past due fees, to the Participant's account.

8.4 Listing Fees:

There is no charge for listings entered or modified by the Participant's office. Listings entered or modified by RMLS Staff will be assessed a Manual Input fee. Changes in the status of a listing will not be charged to the Participant unless that change is executed by RMLS in which case a change of listing fee will be assessed.

8.5 Reinstatement Fee

A reinstatement fee shall be charged if a Participant office voluntarily discontinues its participation in RMLS for a period of less than one (1) year or is suspended for non-payment, then rejoins RMLS within that year. If the same Participant returns within one year, the reinstatement fee will apply. If a Participant office discontinues its participation or is suspended from RMLS for a period longer than one (1) year, then rejoins the RMLS, the office must submit a new application and pay the appropriate application fee, and in the case of suspensions and terminations, pay all outstanding unpaid fees.

SECTION 9 COMPLIANCE / ENFORCEMENT / PENALTIES

9.1 Suspension For Unpaid Fees

A past due fee will be charged to all unpaid accounts. RMLS will automatically suspend Members for failure to pay the proper charges following the due date indicated on the invoice, and such suspension shall continue until said charges are paid in full, unless just cause can be shown to RMLS. Suspension of access to the RMLS Database includes termination of all services supplied by RMLS.

9.2 Listings of Suspended Participant

When a Participant is suspended from RMLS for failing to abide by a membership duty (i.e. a violation of RMLS Bylaws, RMLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently on file in the RMLS Database by the suspended Participant shall, at the Participant's option, be retained in the RMLS Database until sold, withdrawn, or expired, and shall not be renewed or extended beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from either the Shareholder Association or RMLS, or both, for failure to pay the appropriate dues, fees, or charges, RMLS is not obligated to provide access to the RMLS Database nor provide RMLS Services or any services, including continued inclusion of the suspended Participant's listings in the Compilation. Prior to any removal of a suspended Participant's listings from the RMLS Database, suspended Participant's shall be advised, in writing, of the intended removal so that suspended Participant's clients may be advised.

9.3 Listings of Expelled Participant

When a Participant is expelled from RMLS for failing to abide by a membership duty (i.e. a violation of RMLS Bylaws, RMLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently on file in the RMLS Database by the expelled Participant shall, at the Participant's option, be retained in the RMLS Database until sold, withdrawn, or expired, and shall not be renewed



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or extended by beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been expelled from the Shareholder Association or RMLS, or both, for failure to pay the appropriate dues, fees, or charges, RMLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the Compilation of. Prior to any removal of an expelled Participant's listings from RMLS, the expelled Participant shall be advised, in writing, of the intended removal so that the expelled Participant's may be advised.

9.4 Listings of Resigned Participants

When a Participant resigns from RMLS, RMLS will discontinue RMLS Services, including continued inclusion of the resigned Participant's listings in the RMLS Compilation. Prior to any removal of a resigned Participant's listings from the RMLS Database, the resigned Participant will be advised in writing, with 10 days notice, of the intended removal.

9.5 Designated Broker Responsibility

Participants shall be responsible for the actions of their employees, personal assistants, sales associates, partners, and corporate officers in all matters in which RMLS is concerned, including all unpaid fees.

9.6 Applicability of Rules to Subscribers

Non-Principal brokers, sales associates and appraisers authorized to have access to the Compilation and the RMLS Database published by RMLS are subject to these Rules and may be disciplined for violations thereof provided that these Subscribers have signed a Subscriber agreement acknowledging that access to and use of RMLS Compilation and the RMLS Database are contingent on compliance with the Rules other authorized users, such as non-licensed office staff are also subject to these Rules and Participant may be disciplined for violations thereof by its non-licensed office staff. Further, failure of any such Subscribers or non-licensed office staff to abide by the Rules, and/or any sanction imposed for violations thereof, may subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all Subscribers and non-licensed office staff affiliated with the Participant.

9.7 Consideration of Alleged Violations

9.7.1 RMLS shall, on a confidential basis, give consideration to all written complaints having to do with a violation of the Rules.

Procedures and Penalties

- a. Complaints submitted by any party will be reviewed.
- b. Complaints shall be WRITTEN and must be accompanied by supporting documentation.
In response to a complaint, RMLS shall:
- c. Evaluate and determine if a violation of the Rules and Regulations occurred.
- d. Notify the Participant and Subscriber of any of the alleged violations together with the imposed fine or sanction being assessed by RMLS.
- e. If Participant or Subscriber wish to appeal the decision of RMLS, they may request an appeal hearing before the RMLS Board of Directors Appeals Committee in accordance with provisions in National Association of REALTOR'S® Code of Ethics and Arbitration Manual, by written request to RMLS within ten (10) days of notification of the alleged violation, fine and/or sanction.
- f. The appeal hearing will be scheduled with the RMLS Board of Directors' Appeals Committee and Participant will be notified of the hearing date.
- g. Participant or Subscriber will be notified of the Appeals Committee's decision to confirm, dismiss or lower the fine or sanction within five (5) business days of the appeal hearing.



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9.8 Complaints of Unethical Conduct:

All conduct complaints shall be referred by RMLS to the appropriate Shareholder Association for appropriate action in accordance with the professional standards procedures established in the Shareholder Association Bylaws.

9.9 Violations of Rules and Regulations

Failure to abide by the strict intent of these Rules may result in a fine, suspension, or expulsion from RMLS. The RMLS Compliance Guidelines set forth the complete violations and fines. If the alleged offense is a violation of the Rules and Regulations other than a conduct violation or arbitration complaint, it shall be considered and determined by the staff of RMLS, and if a violation is determined, RMLS staff may direct the imposition of a fine or other sanction; provided, however, the recipient of said sanction may appeal for a hearing to the RMLS Board of Directors' Appeal Committee in accordance with provisions in National Association of REALTORS® Code of Ethics and Arbitration Manual. If no such appeal is filed within 10 days, the sanction will be confirmed and an order issued accordingly.

SECTION 10 PROPRIETARY RMLS INFORMATION

All information provided by RMLS to Members shall be considered proprietary information of RMLS. Such information shall be considered confidential and shall be by Members and users.

10.1 RMLS Not Responsible For Accuracy of Compilation

The Compilation disseminated by RMLS is not verified nor authenticated. It is generally communicated verbatim, without change by RMLS, as filed with RMLS by Members. It is the responsibility of Participants to verify the accuracy of all input information, including information input by RMLS at the request of Members and/or edited by RMLS as necessary to comply with RMLS Rules and Regulations. RMLS disclaims any responsibility for the accuracy or authenticity of the Compilation or any other information contained in the RMLS Database. Each Member agrees to hold RMLS harmless against any liability arising from any inaccuracy or inadequacy of the Compilation.

SECTION 11 OWNERSHIP OF RMLS COMPILATIONS AND COPYRIGHTS

11.1 By the act of submission of any property listing data to RMLS, the Participant represents that they have been authorized to grant and also thereby do grant and assign to RMLS all rights, title and interest to include the property listing data in its copyrighted RMLS Compilation and also in any statistical report on "comparables".

11.2 By act of submission to RMLS of any virtual tours, videos, photograph, sketch or drawing by a Participant or authorized agent, the Participant does grant RMLS all right, title and interest in and said virtual tours, videos, photograph, drawing or sketch for all copyrightable Compilations, reports and unconditional uses as may be determined by RMLS.

11.3 All right, title, and interest in each copy of every RMLS Compilation created and copyrighted by RMLS and in the copyright therein, shall at all times remain vested in the RMLS.

11.4 Each Participant shall be entitled to lease from RMLS a number of copies (passwords) to the RMLS 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 RMLS compilation. The Participant shall pay for each such copy (password) the rental fee or access fees as set by RMLS. Participants shall acquire by such lease or access only the right to use the RMLS compilation in accordance with these Rules and Regulations.



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SECTION 12 USE OF COPYRIGHTED MLS COMPILATIONS

12.1 Distribution

Participants shall at all times maintain control over the RMLS Compilation, whether through direct dial up, by way of Internet browser software, or off-line after being downloaded to a computer or server in the Participant's office. Participant shall ensure that access to the RMLS Database Compilation is made available only to persons who are affiliated with such Participant as licensees or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and/or any other Subscribers as authorized pursuant to these Rules and Regulations, the Compliance Guidelines and Participant and Subscriber Agreements. Use of information developed, or published and/or copyrighted by RMLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are strictly prohibited. Further, none of the foregoing is intended to convey any "Participation" or "Membership" or any right of access to information developed by, published or copyrighted by RMLS where access to such information is prohibited by law.

12.2 Display

12.2.1 General. Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the RMLS 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 RMLS Compilation. Participants shall not, under any circumstances, allow prospective purchasers to have direct access to RMLS Database Compilation whether from the Participant's office or from a website operated by or on behalf of Participant, or the brokerage company with which the Participant is affiliated.

12.2.2 Internet. Display of the RMLS Compilation or portions of the RMLS Compilation on the Internet are subject to the Rules Applicable to Internet Data Display as follows:

MLS information that may be displayed on the Internet is limited to "on-market" listings consisting of the following data fields ("Content"):

- MLS Number
- Photo(s) of the subject property
- Property Type
- Status (On Market Only)
- County
- Year Built
- List Price
- Listing Agent Name, Office and Contact information
- Street Address
- Number of Bedrooms
- Number of Bathrooms
- Square Footage
- Estimated Lot Size
- Parking Spaces
- Non-confidential Remarks
- And Descriptive fields representing property features, such as:
 - Fireplace/s
 - View
 - Community/Recreational facilities
 - Heating and cooling facilities
 - Architectural style



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- Interior and exterior finishes
- Structural features
- Handicapped access
- Pet restrictions
- Appliances
- Utilities

This Content may be adjusted from time to time, with notice to Participants, at the discretion of RMLS. Participant may request a review by RMLS of displayable data; however, RMLS shall at all times retain the right to make the final determination as to what is made available for Internet Data Display. Internet information displays are at all times subject to the MLS Rules and Regulations, as such rules may be amended from time to time.

When displaying listings of other broker on the Internet, the following additional rules apply:

1. Participant must notify RMLS of each Participant's intention to establish a website and must make password protected websites directly accessible to RMLS for purposes of monitoring/ensuring compliance with applicable rules and policies. This includes, but is not limited to, providing the website URL to RMLS and RMLS must be notified of any changes or additions to this website.
2. Participant may not under any circumstances make available for search by or display on the Internet the following kinds of information:
 - (a) expired, withdrawn, pending/do not show, or sold listings;
 - (b) compensation offered to other MLS participants;
 - (c) the type of listing agreement;
 - (d) sellers' or occupants' names, phone numbers or email addresses where available; or
 - (e) instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property.
3. Content authorized for display on the Internet may not be changed; however, this requirement will not restrict the form of the Content displayed or the display of fewer than all of the listings or fewer authorized data fields based only on objective criteria including but not limited to factors such as geography, list price, type of property or cooperative compensation offered by listing Participants. Content may be augmented with additional data not otherwise prohibited from display so long as the source of such other data is clearly identified.
4. All displays of content shall include the following disclaimer:

"This information is not verified for authenticity or accuracy and is not guaranteed.
© 1998 – 2006 Regional Multiple Listing Service, Inc. All rights reserved."
5. All detailed listing information must display the listing firm name in a readily visible color and a typeface not smaller than the median font size used in the display of listing data.
6. Listings that belong to Participants other than the displaying Participant must be clearly identified as belonging to the listing Participant Broker. Under no circumstance may Participant or its users display listings of other Participants in a manner that leads the viewer to believe that they are the listings of the displaying Participant.
7. If Participant displays other brokers' listings obtained from other sources, such as other MLS's or non-participating brokers, Participant shall display the source from which each such listing was obtained.
8. Content may ONLY be displayed on websites of Participants and may not be compiled with data from other sources for use on any websites of non-Participants, even if such websites are owned or operated by Participant.



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9. Websites displaying Content must be controlled by a Participant and advertised as the Participant's website. The website must also identify the brokerage under which the Participant performs real estate sales activities
10. If a thumbnail view of listings is provided on the site, then the Participant must display the RMLS logo on each listing not owned by the Participant with an indication that the logo represents listings not owned by the displaying Participant. All detailed listing information must also display the RMLS logo indicating that the listing is not owned by the displaying broker. On each page displayed the RMLS logo must be defined to the public and additional disclosures must be displayed on all formats other than the thumbnail format.
11. Service fees and charges shall be as established annually by the Board of Directors.
12. Participants must protect Content from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction or use of the RMLS database and Content.
13. Listing or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly accessible Web sites or VOWs) shall not be accessible via Participant websites. Notwithstanding this prohibition, Participants may display on their website(s) the listing or property address.
14. Participants must refresh all RMLS downloads and refresh all RMLS data at least once every seven (7) days.
15. Except as provided elsewhere in these Internet Data Display Rules or elsewhere in the RMLS Rules and Regulations, any Participant operating a website may not distribute, provide, or make any portion of the RMLS database or Content available to any person or entity.
16. When displaying Content, a Participant's website must clearly identify the name of the brokerage firm under which they operate in a readily visible color and type face.

12.3 Authorization

Participants' consent to the display of their active listings on other Participants' web sites pursuant to these Rules is presumed, unless a Participant affirmatively notifies the RMLS that the Participant refuses to permit such display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download or frame the RMLS Compilation of other Participants at any time under any circumstances.

12.4 Participation

Participation in display data on the Internet is available to all RMLS Participants engaged in real estate brokerage who consent to display of their listings by other Participants. This requirement can be met by maintaining an office or Internet presence from which Participants are available to represent real estate sellers or buyers (or both).

12.5 Reproduction

12.5.1 Participants and their affiliated Subscribers shall not reproduce any RMLS Compilation or any portion thereof except in the following limited circumstances:

12.5.2 Participants or their affiliated licensees may reproduce from the RMLS Compilation, and distribute to prospective purchasers, a reasonable number of single copies of property listing data contained in the



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RMLS Compilation which relate to any properties in which the prospective purchasers, are or may, in the judgment of Participants or their affiliated Subscribers, be interested.

12.5.3 Reproductions made in accordance with this Rule shall be prepared in such a fashion that the property listing data only include properties in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated Subscriber is seeking to promote interest. This Rule does not preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

12.5.4 Any RMLS Compilation or portion thereof, 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 their affiliated Subscribers who are authorized to have access to such information. Such information may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office or firm.

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

12.6 Limitation on Use of RMLS Compilation

12.6.1 Use of the RMLS Compilation developed, published and copyrighted by RMLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and its Participant Agreement with RMLS. Unauthorized uses are prohibited. Use of portions of the RMLS Compilation, the RMLS "statistical report" or any "sold" or "comparable" report from the RMLS Compilation for public mass-media advertising by an MLS Participant or in other public representations is not prohibited. However, any advertisement or other forms of public representation based in whole or in part on information supplied by RMLS must clearly express the period of time during which the information included in the representation was published and must include the following notice: *"Note: This information is based on data provided by RMLS, Inc., for the period _____ through _____. RMLS, Inc. does not guarantee and is not in any way responsible for its accuracy. Data provided by RMLS may not reflect all real estate activity in the market."*

12.7 Advertising of Listing Filed with RMLS.

12.7.1 Any listing, other than a sold listing shall not be advertised by any Participant or Subscriber other than the listing broker, without the prior consent of the listing broker. A Participant may advertise another Participant's listings on the Internet only with the prior consent of the listing broker or only after signing the Participant or Subscriber Agreement, a document separate from these Rules and Regulations and only in accordance with the provisions of that Agreement, the RMLS Compliance Guidelines and the Rules applicable to Internet Data Display as set forth above. Only the listing broker or cooperating broker (selling broker) may claim to have sold property.

SECTION 13 STANDARDS OF CONDUCT FOR RMLS PARTICIPANTS

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

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



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13.3 RMLS Participants acting as subagents or buyer/tenant representatives or brokers shall not attempt to extend a listing Participant's offer of cooperation and/or compensation to other Participants without the consent of the listing Participant.

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

13.5 RMLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However if, when asked by another RMLS Participant, the Participant refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the asking Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the asking Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.

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

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

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

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

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

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

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

13.13 The following types of solicitations are prohibited:



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

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

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

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

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

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

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

13.20 RMLS Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing RMLS Participant’s offer of compensation to subagents, buyer/tenant representatives or brokers, nor make the submission of an executed offer to purchase/lease contingent on the listing RMLS Participant’s agreement to modify the offer of compensation.

13.21 All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client’s representative or broker and not with the client, except with the consent of the client’s representative or broker or except where such dealings are initiated by the client. Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, RMLS Participants shall ask prospects whether they are a party to any exclusive representation agreement. RMLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects’ exclusive representatives or at the direction of prospects.

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



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

SECTION 14 ARBITRATION OF DISPUTES

14.1 By becoming and remaining a Participant, each Participant agrees to arbitrate disputes about contractual issues and questions and/or standards of practice, and which involve RMLS Participants in different firms, subject to the following qualifications:

14.1.1 If all disputants are members of the same REALTOR® Association or have their principal place of business within the same REALTOR® Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that REALTOR® Association.

14.1.2 If the disputants are members of different REALTORS® Associations, or if their principal place of business is located within the territorial jurisdiction of different REALTORS® Associations, they are obligated to arbitrate in accordance with the Florida Association of REALTORS® Interboard Arbitration Procedures. In instances where the State Association does not provide Interboard arbitration, the arbitration shall be conducted in accordance with any existing Interboard agreement or, alternatively, in accordance with the Interboard Arbitration Manual of the National Association of Realtors®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board of REALTORS®.

14.1.3 Arbitration facilities of a Board of REALTORS® may be invoked by a Non-Member in RMLS who may also be compelled to arbitrate using the Board's facilities.

SECTION 15. RMLS OPERATED LOCK BOX SYSTEM

RMLS currently operates an Electronic Lockbox system and maintain records of all Participants and Subscribers having access to the system. The operation of said lockbox system is a service to all Participants and Subscribers. The following are the rules of lockbox operation and use:

15.1 Each Participant shall be entitled to lease one Keypad from Supra systems or such other electronic keybox system as RMLS supplies, allowing access to the Lockbox system. The Keypad will grant access to the system and allow the Participant to read the electronic boxes that are a part of the system.

15.2 Each of Participant's affiliated Subscribers who pays a service fee to RMLS will be issued a keypad for access to the system upon completion of a Lease Agreement, a separate document from the Rules and Regulations. A photo identification may be required. Use must be in accordance with the Lease Agreement and these Rules and Regulations and no key will be issued without the signed approval of the Participant for the Subscriber receiving the keypad.

15.3 Each keypad recipient will be assigned a "PIN" code by RMLS at the time of issuance of each keypad. The Keypad Recipient will ensure that the "PIN" code is protected and kept secure and confidential at all times. The attachment, display or availability of the Keypad Recipient's "PIN" code on or near the keypad shall result in a fine of up to \$ 500.00

15.4 No keypad shall be used nor shall any keypad be loaned to any person for purposes of entering a home on a lockbox other than the authorized and recorded Keypad Recipient. Violation of this provision shall subject the individual(s) involved to a fine of up to \$ 500.00.

15.5 The keypads are the property of Supra Systems or such other electronic keybox system as RMLS supplies and shall be promptly returned by Keypad Recipient upon immediate termination of their Membership with RMLS. Key pads not returned will incur fees as stated in the lease agreement.



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15.6 Operation and use of each keypad will expire each month on the date indicated on the back of the keypad unless updated. This update requirement is in compliance with NAR guidelines.

15.7 The lockbox system is being operated as a service to the Participants and their affiliated Subscribers and is not required to be used. It will remain available to all Participants and their affiliated Subscribers who are in good standing with RMLS.

15.8 No Keypad Recipient may enter any property without notification to, and expressed approval of, the listing Participant unless the published RMLS Compilation database indicates otherwise. Fines may be imposed for violation of this Rule.

15.9 To ensure the integrity of the lockbox system, a damaged, lost or stolen keypad is the responsibility of the Keypad Recipient in accordance with their Lease Agreement and must be reported immediately to RMLS. Replacement of a keypad will be at the Keypad Recipient's expense based on the replacement cost in the Lease Agreement plus any applicable sales tax.

15.10 RMLS does not warrant or retain any liability for keyboxes placed on homes. All liability for all lockbox issues are a matter between the property owner and Participant.

15.11 Any lockbox transfer to another RMLS Member shall be immediately reported to RMLS in order to update the computer records for authorization of access to shackle codes. Said transfer shall be authorized upon written authorization of the Participant and holder of any lockbox and notification to RMLS.

15.12 Once a listing agreement has been fulfilled, expired or withdrawn, the listing agent shall have 72 hours to remove the lockbox from subject property. Upon request, the Participant will be notified and RMLS will remove the lockbox from subject property. Removal will incur a \$30 fee plus standard mileage round-trip. (based on RMLS office location as starting point). Such fees will be incurred by the Participant for retrieval of lockbox.

15.13 Fraudulent requests for PIN/Shackle codes are subject to a fine of \$500, to ensure the integrity and security of the lockbox system, requests for PIN/Shackle codes must be submitted in writing. RMLS reserves the right to decline the release of requested code until identification can be proven.

SECTION 16. TRAINING

16.1 Each Participant and their affiliated Subscribers will have the opportunity to attend, on regular basis, classes that RMLS offers on the training of the RMLS programs and Services.

16.2 Training classes will be offered at no cost to RMLS Participants and their affiliated Subscribers provided they have registered with RMLS for said training classes. In the event a reservation is made and the registrant does not attend without canceling their reservation 24 hours in advance of the class, a no-show fee will be posted to the Participant's next monthly bill.

SECTION 17 PHOTOGRAPHS OR IMAGES

17.1 Images of Listed Properties

At the request of a Participant or its affiliated Subscriber, RMLS will arrange for an image to be created and included with the property listings record for single family residential, multi-dwelling, commercial, and business properties listed by Participants and entered into the RMLS Compilation. While RMLS will use reasonable care to ensure that the image entered into the RMLS Compilation for a particular property is accurate, RMLS does not make any warranty of any kind to RMLS Participants, Subscribers, or to the clients or customers of its Participants or Subscribers, concerning the accuracy or completeness of any particular image entered into the RMLS Compilation, nor does RMLS assume the duty to verify the accuracy of the image associated with any particular listing. RMLS



RULES AND REGULATIONS

Participants shall have an affirmative duty to notify RMLS staff if a property record relating to a Participant's listing includes an image supplied by RMLS that is inaccurate. Upon receipt of such notice of an inaccurate image, RMLS will use commercially reasonable efforts to arrange for a corrected image to be included in the appropriate property record as soon as possible.

17.2 Photographs or Images

17.2.1 Participants and its affiliated Subscribers may submit photographs or images to RMLS for dissemination with Participant's listings in the RMLS Compilation. Photographs or images may be disseminated through the RMLS Compilation only in relation to a listed property, and photographs or images disseminated through the RMLS Compilation shall be limited solely to photographs or images of the listed property, the structure(s) located thereon, or amenities available only to owners of the property. It shall constitute a violation of RMLS Rules and Regulations for a Participant to submit photographs, images, virtual tours, videos or other information to RMLS that includes identifying information about the Participant or Subscriber. A Participant who submits a photograph or image to RMLS warrants that the Participant owns all copyright rights or other intellectual property rights in the photograph, image, and by submitting the photograph, image, virtual tour, or video to RMLS, conveys to RMLS a perpetual irrevocable non-exclusive license to use the photograph, image, virtual tours, or video for any, and all purposes deemed appropriate by RMLS in its sole discretion, including, but not limited to, publication and dissemination of the photograph, image, videos or other information in the RMLS Compilation, or to display it on any Internet web site to which RMLS provides data about real property. Participant agrees to indemnify, defend, and hold RMLS harmless from any and all damages or losses, including attorney's fees and litigation costs or expenses arising from claims made against RMLS by a third party based upon RMLS's dissemination or display of the photograph or image submitted by the Participant.

SECTION 18. AMENDMENTS TO THE RULES AND REGULATIONS

18.1 RMLS may amend the Rules, subject to final approval by the Board of Directors, except where such Rules changes are mandated by the National Association of REALTORS® to maintain Errors and Omissions coverage under the Insurance policy provided to MLS services associated with National Associations of REALTORS®.

18.2 From time to time the Board of Directors will amend these Rules. After amendment, RMLS will by newsletter and such other means as the Board of Directors deems appropriate notify the Participants of such amendments and such notification will constitute implementation and effectiveness of such amendment to the Rules.