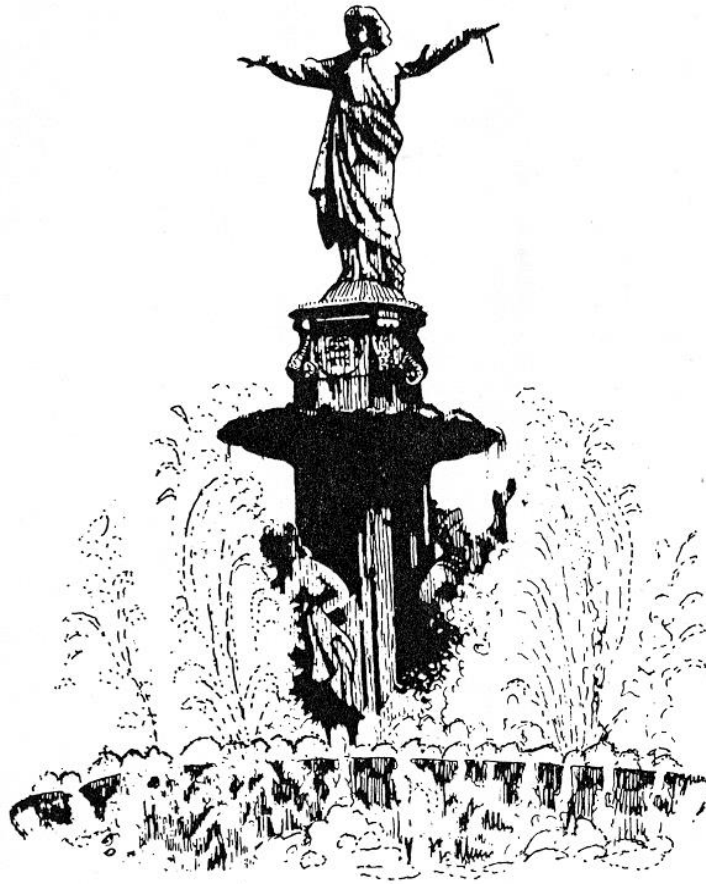

MLS RULES AND REGULATIONS

REVISED: JUNE 21, 2022



Multiple Listing Service of Greater Cincinnati, Inc.

**14 Knollcrest Drive
Cincinnati, Ohio 45237
(513) 761-8833**

MLS of Greater Cincinnati Summary of 2022 MLS Policy Changes

This Summary highlights changes in MLS of Greater Cincinnati Rules and Regulations. These changes were included as a requirement in NAR MLS policy adopted in 2021, including changes to the Model MLS Rules and Regulations, and changes to the MLS Policy Statements, both found in the 2022 *Handbook on Multiple Listing Policy*.

Throughout the Summary, underscoring indicates additions and strikeouts indicates deletions. At the end of each policy change, the compliance classification category is noted by the letters:

- M** Mandatory*
- O** Optional

**Adoption is necessary to ensure compliance with mandatory policies and ensure coverage under the NAR's insurance policy for associations and MLSs. Unless indicated otherwise, local adoption is required by September 1, 2022 (modified from March 1, 2022)*

Changes to Model MLS Rules and Regulations in the NAR 2022 *Handbook on Multiple Listing Policy*

- **(New) Section 1.16, Property Addresses**

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

M (CincyMLS 12.12)

- **(New) Section 4.5, Services Advertised as "Free"**

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. **M (CincyMLS 15.9)**

- **(New) Section 5.4, Display of Listing Broker's Offer of Compensation**

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

*The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed. **M (CincyMLS 18.3.15)***

- **Section 18.2.4**

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), ~~cooperative compensation offered by listing brokers, or~~ type of listing (e.g., exclusive right-to-sell or exclusive agency), ~~or the level of service being provided by the listing firm.~~ Selection of listings displayed through IDX must be independently made by each participant. **M (CincyMLS 18.2.4)**

- **Section 18.2.12**

All listing displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. **M (CincyMLS 18.2.12)**

Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., ~~cooperative compensation offers~~ ~~cooperative compensation offers~~, showing instructions, and property security information, etc.) may not be displayed. **O (CincyMLS 18.3.1)**

- **Section 18.3.12**

Display of expired, and withdrawn, ~~and sold~~ listings ~~**~~ is prohibited. (Amended 11/15) **O**

~~**Note: If "sold" information is publicly accessible, display of "sold" listings may not be prohibited. (Adopted 11/14)~~ **(CincyMLS 18.3.9)**

- **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, or type of property. ~~cooperative compensation offered by listing broker and whether the listing broker is a REALTOR®.~~ **M (CincyMLS 19.12)**

- **Section 19.15**

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

e. Sales price if sold information is not publicly accessible in the jurisdiction of the MLS ~~Sold information~~ **O**

Note: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15 e. **must be omitted.** (Revised 11/15) **M (CincyMLS – e. was omitted because information is publicly accessible)**

- **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,~~ and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of the listing data. **O (CincyMLS 19.18)**

Changes to Multiple Listing Policy Statements

- **MLS Policy Statement 7.3, Statistical Reports**

MLSs may, as a matter of local determination, make statistical reports, sold information, and other informational reports derived from the MLS available to REALTORS® who do not participate in the MLS but who are engaged in real estate brokerage, management, appraising, land development, or building. Additional expenses incurred in providing such information to REALTORS® who do not

participate in the MLS may be included in the price charged for such information. Any information provided may not be transmitted, retransmitted, or provided in any manner to any individual, office, or firm, except as otherwise authorized in the MLS rules and regulations.

MLSs may, as a matter of local determination, provide statistical reports, sold information, and other informational reports derived from the MLS to government agencies. MLSs may, as a matter of local discretion, require that such agencies (or representatives of such agencies) hold an appropriate form of membership in the MLS or in the association of REALTORS® as a condition of such access.

~~It is strongly recommended that any irrelevant information such as the names of current or former owners, or information concerning the sales commission or the compensation offered or paid to cooperating brokers be deleted. (Revised 11/04)~~ **M (CincyMLS – not included in CincyMLS Rules and Regs because this is not a policy for Participants and Subscribers – for Staff only)**

- **MLS Policy Statement 7.85, Internet Data Exchange (IDX) Policy**

... To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, sold* listing data starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution.

*Note: ~~If “sold” information is not publicly accessible, sold listings can be removed from the MLSs’ IDX feeds/downloads~~ display of sales price may be prohibited. “Publicly accessible” sold information as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs must provide for its participants’ IDX displays publicly accessible sold information maintained by the MLS starting January 1, 2012. (Amended 5/17) **M (CincyMLS – Note was omitted because information is publicly accessible)**

Polices Applicable to Participants’ IDX Websites and Displays...

*4. Participants may select the IDX listings they choose to display based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, or type of property (e.g., condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by listing brokers, or type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service provided by the listing firm. Selection of IDX listings to be displayed must be independently made by each participant. **M (CincyMLS 18.2.4)***

*12. An MLS participant’s IDX display must identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. **M (CincyMLS 18.2.12)***

Policies Applicable to Multiple Listing Services

MLSs must designate compensation fields as non-confidential and make them available for display via participants’ and subscribers’ IDX and VOW displays.

The following guidelines are recommended but not required to conform to National Association policy. *MLSs may:*

1. ~~prohibit display of expired, or withdrawn, or sold listings*~~ (Amended 11/15) **(CincyMLS this modification was made in 2015 – no new changes for 2022 - 18.3.9)**

~~*Note: If “sold” information is not publicly accessible, display of “sold” listings may not be prohibited. sales price of completed transactions may be prohibited.~~ **O (CincyMLS omitted because information is publicly accessible)**

2. prohibit display of confidential information fields intended for cooperating brokers rather than consumers including ~~compensation offered to other MLS participants, showing instructions, and~~ property security information, etc... **(CincyMLS 18.3.10)**

- **MLS Policy Statement 7.91, Virtual Office Websites (VOW) Policy**

II. Policies Applicable to Participants’ VOWs...

5. A participant’s VOW must comply with the following additional requirements...

h. A VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property, ~~cooperative compensation offered by listing broker or whether the listing broker is a REALTOR®.~~ **O (CincyMLS 19.2)**

III. Policies Applicable to Multiple Listing Services ...

2. An MLS shall, if requested by a participant, provide basic downloading of all MLS non-confidential listing data, including, without limitation, address fields, listing types, photographs, and links to virtual tours. Confidential data includes only that which participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in Section IV.1. of this policy, provided that ~~sold data (i.e., listing information relating to properties that have sold) shall be deemed confidential and withheld from a download only if the actual sales prices of completed transactions are not accessible from public records, sales prices may be deemed confidential and withheld from display.~~ ... **(CincyMLS – not included in CincyMLS Rules and Regs because this is not a policy for Participants and Subscribers – for Staff only)**

IV. Requirements that MLSs May Impose on the Operation of VOWs and Participants

1. An MLS may impose any, all, or none of the following requirements on VOWs, but may impose them only to the extent that equivalent requirements are imposed on participants’ use of MLS listing data in providing brokerage services via all other delivery mechanisms.

a. A participant’s VOW may not make available for search by or display to Registrants the following data, intended exclusively for other MLS participants and their affiliated licensees:

i. ~~expired, withdrawn, or pending listings sales price on sold data if the actual sales price of completed transactions is not accessible from public records. sold data, unless the actual sales price of completed transactions is accessible from public records.~~ **(CincyMLS 19.15)**

ii. ~~the compensation offered to other MLS participants...~~

d. Any listing displayed on a VOW shall identify the name of the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in typeface not smaller than the median typeface used in the display of listing data. O (CincyMLS 19.18)

- **(New) MLS Policy Statement 8.4, Services Advertised as “Free”**
MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. **M (CincyMLS 15.9)**
- **(New) MLS Policy Statement 8.5, Non-filtering of Listings**
MLS participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are searchable by and displayed to consumers based on the level of compensation offered to the cooperating broker or the name of a brokerage or agent. **M (CincyMLS 18.6)**
- **(New) MLS Policy Statement 8.6, One Data Source**

MLSs must offer a participant a single data feed in accordance with a participant’s licensed authorized uses.

At the request of a participant, MLS must provide the single data feed for that participant’s licensed uses to that participant’s designee. The designee may use the single data feed only to facilitate that participant’s licensed uses on behalf of that participant. **M (CincyMLS – not included in CincyMLS Rules and Regs because this is not a policy for Participants and Subscribers – for Staff only)**

- **(New) MLS Policy Statement 8.7, Brokerage Back Office Feed**
That participants are entitled to use, and MLSs must provide to participants, the BBO Data, for BBO Use subject to the Terms below:

“BBO Data” means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing participant), and (ii) fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office Feed.

“BBO Use” means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes:

- Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant.
- Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law.
- Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant.
- Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.

BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant's designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

There is no option for participants to opt-out their listings from the Brokerage Back Office Feed Use as defined.

"Terms" mean the following:

- MLSs may impose reasonable licensing provisions and fees related to participant's license to use Brokerage Back Office Feed Data. MLSs may require the participant's designee to sign the same or a separate and different license agreement from what is signed by the participant. Such provisions in a license agreement may include those typical to the MLS's data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
- Use of roster information may be limited by the MLS participation agreement and license agreements.
- Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.
- MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that "Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants' consent." **M (CincyMLS 18.7)**
- **(New) MLS Policy Statement 8.8, Display of Listing Broker's Offer of Compensation**
MLSs must include the listing broker's offer of compensation for each active listing displayed on its consumer-facing website(s) and in MLS data feeds provided to participants and subscribers and must permit MLS participants or subscribers to share such information though IDX and VOW displays or through any other form or format provided to clients and consumers. *The information about the offer of compensation must be accompanied by a disclaimer stating that the offer is made only to participants of the MLS where the listing is filed (CincyMLS 21.12 and 18.3.5)* **M The first sentence not included in CincyMLS Rules and Regs because this is not a policy for Participants and Subscribers – for Staff only)**
- **(New) MLS Policy Statement 8.9, Property Addresses**
Residential listings filed with the MLS must include a property address where one exists at the time the listing is filed. If a property address is unavailable, then the parcel identification number must be submitted at the time the listing is filed. If no address or parcel identification number is available at the time the listing is filed, the listing must, at a minimum, contain a legal description of the property sufficient to describe the location of the property. This information shall be available to participants and subscribers at the time of filing. **M (CincyMLS 12.12)**

CONTENTS

| | |
|--|----|
| DEFINITIONS..... | 5 |
| ARTICLE 1 – NAME | 8 |
| ARTICLE 2 – PURPOSES | 8 |
| ARTICLE 3 – PARTICIPATION | 8 |
| ARTICLE 4 – SERVICES | 10 |
| ARTICLE 5 – MLS PROPERTY | 12 |
| ARTICLE 6 – APPLICATION FEE | 13 |
| ARTICLE 7 – DUES AND OTHER CHARGES | 14 |
| ARTICLE 8 – REINSTATEMENT FEES..... | 16 |
| ARTICLE 9 – GEOGRAPHICAL SECTIONS | 16 |
| ARTICLE 10 – SERVICE AVAILABILITY AND ENTITLEMENTS | 17 |
| ARTICLE 11 – MLS MEMBERSHIP INFO and E-MAIL ADDRESSES | 17 |
| ARTICLE 12 – LISTINGS TO BE FILED..... | 18 |
| ARTICLE 13 – LISTINGS TO BE PUBLISHED..... | 21 |
| ARTICLE 14 – PHOTOS..... | 25 |
| ARTICLE 15 – LISTING BROKER'S RESPONSIBILITIES | 27 |
| ARTICLE 16 – LISTING MAINTENANCE | 29 |
| ARTICLE 17 – APPOINTMENTS TO SHOW & NEGOTIATE OFFERS ON A COOPERATING BROKER'S LISTING | 32 |
| ARTICLE 18 – BROKER RECIPROCITY (BR) or (IDX)..... | 33 |
| ARTICLE 19 – VIRTUAL OFFICE WEBSITE (VOW) RULES | 33 |
| ARTICLE 20 – AGENCY DISCLOSURE and CO-OP SALES..... | 33 |
| ARTICLE 21 – COOPERATION and COMPENSATION..... | 33 |
| ARTICLE 22 – LEASE/RENTAL LISTINGS | 36 |
| ARTICLE 23 – SHAREHOLDER | 38 |
| ARTICLE 24 – SHAREHOLDER MEETINGS | 38 |
| ARTICLE 25 – GOVERNMENT..... | 38 |
| ARTICLE 26 – BOARD OF DIRECTORS MEETINGS | 39 |
| ARTICLE 27 – ELECTION OF OFFICERS and BOARD OF DIRECTORS | 39 |
| ARTICLE 28 – MLS COMMITTEES..... | 39 |
| ARTICLE 29 – APPOINTMENT OF COMMITTEE MEMBERS | 40 |
| ARTICLE 30 – BUDGET & FINANCE COMMITTEE | 40 |
| ARTICLE 31 – OPERATIONS COMMITTEE | 41 |
| ARTICLE 32 – MLS USERS SUBCOMMITTEE..... | 42 |
| ARTICLE 33 – ENFORCEMENT | 42 |
| ARTICLE 34 – SUSPENSIONS and EXPULSIONS..... | 43 |
| ARTICLE 35 – ROBERT’S RULES OF ORDER | 44 |

ARTICLE 36 – AMENDMENTS 44

ARTICLE 37 – FISCAL YEAR 44

ARTICLE 38 – DISSOLUTION 44

EXHIBIT A: SCHEDULE OF CINCINNATI MLS FEES AND CHARGES..... 46

APPENDIX A: ARTICLE 18 – BROKER RECIPROCITY (BR) or (IDX) 47

APPENDIX B: ARTICLE 19 – VIRTUAL OFFICE WEBSITE (VOW) RULES 54

APPENDIX C: ELECTRONIC KEYBOX SYSTEM RULES AND REGULATIONS 60

DEFINITIONS

1. **Agency** is the fiduciary relationship that results from the manifestation of consent by one person to another that the other shall act on their behalf and subject to their control, and consent by the other so to act.
 - a. The one for whom action is taken is the principal.
 - b. The one who is to act is the agent.
2. **Broker Reciprocity (also known as BR or IDX)** is a means by which each Participant subscribing to the program (the Broker Reciprocity Subscriber or BRS) is afforded the ability to authorize limited electronic display and delivery of their listings appearing in MLS 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.
 - a. Note: Participation is automatic for all MLS Participants unless a member Broker completes an Opt-Out Elective form and it is placed on file with this MLS. (see 17.9)
3. **Broker Reciprocity Database** is the current aggregate compilation of all exclusive right to sell and exclusive agency listings (**active and pending**) of all Broker Reciprocity subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. Display of expired and withdrawn.
4. **Buyer Agency** is the relationship that exists between a buyer (principal) and their buyer's agent.
5. **Buyer's Agent** is a real estate agent who is employed by and represents only the buyer in a real estate transaction, regardless of whether the commission is paid by the buyer or by the seller or through a commission split with the listing agent.
6. **Cincinnati MLS, CincyMLS or MLS** are the abbreviated names for the Multiple Listing Service of Greater Cincinnati, a subsidiary of the REALTOR Alliance of Greater Cincinnati.
7. **Client** is a buyer or seller represented by an agent subject to that buyer's or seller's control; also called a principal.
8. **"Coming Soon": A Listing Contract and Coming Soon Seller Authorization has been signed between the broker/agent and the seller, but the property is not yet ready for sale, but will be within ten (10) calendar days of the seller's signature. This allows a property to be secured with a listing contract and coming soon addendum while not available for showings or sale until the designated "Showing Start Date."**
9. **Cooperating Agent** is a non-listing Agent who introduces a Buyer to an MLS Listing of another Member and is further involved in becoming the procuring cause of sale to that Buyer. Also called a selling agent.
10. **Cooperating Broker** is a non-listing broker of the Cooperating Agent that finds a buyer for the listing broker of a property. The Co-op Broker is the broker who procured the buyer for the transaction.
11. **Customer** is a consumer working with Brokers and Agents in a real estate transaction.
12. **Days** in this manual means calendar days unless otherwise specified.
13. **Data Field or (Body)** is the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.
14. **Dual Agency** is an agency relationship where the brokerage firm represents both the buyer and the seller in the same real estate transaction.

15. **Exclusive Right to Sell Listing Contract** is a contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agree to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s) or anyone else. (See Article 12.2 for further clarification)
16. **Exclusive Agency Listing Contract** is a contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agree to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. However, if the property is sold through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker. (See Article 12.2 for further clarification)
17. **For Sale Only:** Intent for the property to be sold and transfer one or more of the following: deed/ownership/title; or lease-purchased with no reference to the word 'option.' An offering price must be used and no rent or lease amount may be offered. A purchase contract shall be signed and the property legally able to eventually be marked SOLD.
18. **Land Installment Contract:** Considered a property for sale; therefore this property shall be recognized as a for sale property.
19. **Lease/Rental:** Only properties where the owner/signatory of the listing contract does not intend to transfer one or more of the following: deed/ownership/title. A sale may not appear on the listing.
20. **Lease with Option to Buy:** Considered a Lease/rental property; not a for sale property. If the buyer has the option not to purchase or must exercise the option to purchase, then this would be considered a lease.
21. **Listing Agent** is an agent of the seller who markets that seller's property, usually exclusively, and represents the seller during the sale and closing of their property.
22. **Listing Broker** is the employer of the listing agent who collects fees and or a commission for services rendered and is ultimately responsible to the seller.
23. **Listing Content** includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.
24. **Mobile Homes** are permitted in MLS as long as they qualify as Real Estate, where the structure is for sale along with the land it sits on. The price of the land shall be included in the list price of the property. If the mobile home structure is only for sale and the land is not, the structure is considered Personal Property and is not permitted in MLS.
25. **Page** on a website refers to the display on your computer screen and any portion of that display in which you need to scroll down or to the right to view. When choosing the print option, the page could print on multiple 8-1/2 x 11 sheets, depending on how much data is available when scrolling.
26. **Participant** is an MLS Member office under the control of the Realtor Principal of any firm, partnership, or corporation. Also called the Listing Broker or Cooperating Broker. (See Article 3 for further definition)
27. **Private Selling Officer (PSO)** is an Ohio resident who is licensed as both an Auctioneer and a Real Estate Broker or Real Estate Salesperson eligible to sell foreclosed properties by appointment of the court.
28. **Public Marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

29. **Seller Concessions** include points paid by the seller on behalf of a 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.
30. **Subscribers** include non-principal brokers, sales associates, and licensed and certified appraisers affiliated with participants. **NAR BL: Art 4.3**
31. **Thumbnail Display** is between 1-4 horizontal lines of text that fit on a single display screen at a 600 x 800 screen resolution, or a print report at no more than 8-1/2 wide in a portrait format. It may include a photo.
32. **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.

RULES & REGULATIONS

Multiple Listing Service of Greater Cincinnati, Inc.

Revised: July 9, 2018

ARTICLE 1 – NAME

- 1.1 The name of this corporation is the Multiple Listing Service of Greater Cincinnati, Inc., hereinafter referred to as either Multiple Listing Service of Greater Cincinnati or MLS, which is a subsidiary of the REALTOR Alliance of Greater Cincinnati, Inc., hereinafter referred to as either REALTOR Alliance of Greater Cincinnati or RAGC.

NAR BL: Art 1

ARTICLE 2 – PURPOSES

- 2.1 The Multiple Listing Service is:
- a. A means by which authorized Participants can make unilateral blanket offers of cooperation and compensation to other MLS Participants (acting either through sub-agency, buyer agency, or both) with respect to properties exclusively listed by them. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease);
 - b. A means by which cooperation among Participants is enhanced;
 - c. A means 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;
 - d. A means by which Participants engaging in real estate appraisal contribute to common databases;
 - e. A facility for the orderly correlation and dissemination of listing information about real estate so Participants may better serve their clients and the public, and to encourage high standards of ethics and business practice. **NAR BL: Art 2**
- 2.2 Multiple Listing Services are important tools for furthering fair housing because they facilitate the widespread distribution of accurate property information to all consumers. To that end, MLSs must implement a process for identifying potential violations of fair housing laws, advising participants and subscribers to remove or correct potential violations. **NAR Pol: 8.1**

ARTICLE 3 – PARTICIPATION

- 3.1 "Participant" is an MLS Member office under the control of the Realtor Principal of any firm, partnership, or corporation.

* Any REALTOR who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal is eligible to participate in the MLS. When there is more than one principal in a real estate firm, the chief principal officer of the firm will be defined as the MLS "Participant." Brokers or salespersons other than the principals are not considered Participants in the MLS but have access to and use of the MLS through the principal(s) with whom they are affiliated.

NAR BL: Art 4

- 3.2 Participation in MLS is available to the firm, partnership, or corporation of any Realtor Principal of any

Board of Realtors without further qualification except a) any Participant and its licensees must have an active Ohio or Indiana license, and b) payment of required dues and fees and agreement to abide by the Rules and Regulations of the MLS. Under no circumstances is any individual or firm, regardless of Association status, entitled to MLS "Membership" or "Participation" unless they currently hold a current, valid real estate broker's license and **offer or accept** cooperation and 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." When a Realtor Principal or firm elects to participate in MLS as a "Participant," any person whose license is held by a Participant's MLS Member office is able to receive the services provided for in Article 10: "Service Availability and Entitlements." **NAR BL: Art 4**

- 3.3 Indiana licensed brokers (with no Ohio License) may join the MLS of Greater Cincinnati as a Participant and they are permitted to allow their licensed agents and appraisers the ability to choose if they wish to join this MLS or not under the same provisions as the reciprocity agreement with other MLSs.
- 3.4 Each Participant shall have all rights, benefits, and privileges of MLS and must agree, in writing, to accept all obligations to MLS for the Participant's firm, partnership, or corporation, and for compliance with the Bylaws and Rules and Regulations of MLS by all persons affiliated with the Participant. **NAR BL: Art 4**
- 3.5 Application for participation shall be made in such manner and form, as may be prescribed by the Board of Directors of MLS. The application form shall contain a signed statement by the Participant agreeing to abide by the Bylaws and Rules and Regulations of MLS as from time to time adopted or amended. **NAR BL: Art 4.1**
- 3.6 The Application for participation shall include the physical address of the MLS registered office location(s), as registered with the State Division of Real Estate. Each physical branch or satellite office location, registered with the ODRE (Ohio Dept. of Real Estate) or IDRE (Indiana Dept. of Real estate), shall be registered with the MLS if it is utilized by registered licensees of the MLS of Greater Cincinnati. P.O. boxes are prohibited entry for the physical address.
- 3.7 MLS participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. **NAR SOC: Std 16.22**
- 3.8 MLS participants shall present a true picture in their advertising and representations to the public, including Internet content, images, and the URLs and domain names they use, and participants may not:
 - a. engage in deceptive or unauthorized framing of real estate brokerage websites;
 - b. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
 - c. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic,
 - d. present content developed by others without either attribution or without permission; or
 - e. otherwise mislead consumers, including use of misleading images.

NAR: SoC Std 16.24

- 3.9 Online Orientation: As a part of the application process, MLS Participants and their licensees (including licensed or certified appraisers) who are affiliated with an MLS Participant shall complete an online orientation program devoted to the MLS rules within forty-five (45) days of joining MLS. The MLS Participant and their licensees must also complete and submit the associated quiz with a grade of 85% or better. **NAR RR: Sec 17**
- a. New Participants and their licensees will be provided a link for the Online Orientation with their invoice and logon notification.
 - b. Returning Participants and their licensees, if out of MLS for twelve (12) or more months, will be provided a link for the Online Orientation with their invoice and logon notification.
 - c. Following the Online Orientation, Participants and their licensees must take a brief test and achieve 85% or better.
 1. If an individual's grade is less than 85%, they must complete the Online Orientation and test again within the original forty-five (45) day timeframe. Individuals may retake the orientation and test as often as needed to achieve 85% or better.
 2. If the Online Orientation is not completed with a passing grade within the forty-five (45) day time frame, the individual must complete additional training as determined by the MLS.
 3. At no time will the individual lose access to MLS services; however, a score below 85% may require additional training.

New MLS Participants and their licensees failing to complete the orientation and submit their 85% or better quiz results within forty-five (45) days of joining MLS may require additional training to meet the requirements.

- 3.10 Participants and their licensees may be required, at the discretion of the MLS, to complete additional training of not more than four (4) hours in any twelve (12) month period when deemed necessary by the MLS to familiarize Participants and their licensees with system changes or enhancements and/or changes to MLS rules or policies. **NAR RR: Sec 17**

ARTICLE 4 – SERVICES

- 4.1 A Centralized file of all property data is maintained by MLS. That file is available to Participants and their agents by:
- a. MLS Access: Participants and agents may access the MLS directly with personally owned equipment. Stored information of a proprietary or confidential nature, as defined by the MLS Board of Directors, is not available to Participants or their agents.
 - b. The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provide a vendor neutral, secure approach to exchanging listing information between the broker and the MLS. In order to ensure that the goal of maintaining an orderly marketplace is maintained, and to further establish REALTOR® information as the trusted data source, MLS organizations owned and operated by associations of REALTORS® will implement the RESO Standards and will keep current by implementing new releases of RESO Standards within one (1) year from ratification. Compliance with this requirement can be demonstrated using the Real Estate Standards Organization (RESO) compliance Certification Process. Web API data access provided to participants and subscribers must have no less than the same data available via data access methods such as RETSS or FTP systems, and MLS fields that exist in the RESO Data Dictionary must be delivered in conformance with the standard. **NAR Pol: C Sec 12**

- c. The services, information, and products that MLS provide to participants and to subscribers affiliated with participants may be categorized as core, as ancillary to the core but included in a basic package of MLS services as determined locally and provided to all MLS participants and subscribers automatically or on a discretionary basis, or as optional and available to participants and subscribers at their discretion. **NAR Pol: C Sec 8**

Core: Core MLS information, services, and products are essential to the effective functioning of MLS, as defined, and include:

- active listing information
- information communicating compensation to potential cooperating brokers

Core services include the mechanisms (print or electronic or both) by which this information is communicated between participants and the MLS.

Basic: In addition to core services, an MLS may automatically or on a discretionary basis, provide additional information, service, and products substantially related to the purpose and function of MLS such as, but not limited to:

- sold and comparable information
- pending sales information
- expired listings and “off market” information
- tax records
- zoning records/information
- title/abstract information
- mortgage information
- amortization schedules
- mapping capabilities
- statistical information
- public accommodation information (e.g., schools, shopping, churches, transportation, entertainment, recreational facilities, etc.)
- MLS training/orientation
- access to affinity programs
- establishment, maintenance, and promotion of public-facing websites
- lock box equipment including electronic lock boxes and electronic programmers or keycards
- advertising or access to advertising (whether print or electronic), including classified advertising, homes-type publications, and electronic compilations, including participant, subscriber, or firm homepages or websites

Notwithstanding the foregoing, an MLS may treat optional information, services or products as Basic provided that the MLS does not receive an economic benefit from the arrangement as demonstrated by satisfying both of the following conditions:

- a. The MLS or its shareholder(s) is not the seller, lessor, or licensor of the information, service or product (i.e., the information, service, or product is sourced from an independent third party); and
- b. The MLS does not make a profit or receive a commission or rebate based on the sale, lease, or license that exceeds the operational costs of providing the information, service, or product.

NAR POL: C Sec 8

- 4.2 The MLS must display customer service and technical support contact information on the MLS website. **NAR Pol: 8.2**

ARTICLE 5 – MLS PROPERTY

- 5.1 Printed listings, MLS data, photographs/images taken by MLS staff, printouts, photo listing books, forms, and other materials are, and shall remain, MLS property.
- 5.2 Through the act of submitting any property listing content to the MLS, the participant represents and warrants that they are fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. **NAR RR: Sec 11**

All rights, title, and interest in each copy of every MLS compilation created and copyrighted by the Multiple Listing Service of Greater Cincinnati and in the copyrights therein, shall at all times remain vested in the Multiple Listing Service of Greater Cincinnati. **NAR RR: Sec 11.1**

Participants and those persons affiliated as licensees with such participants shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation. **NAR RR: Sec 12.1**

A Participant or its agents shall not reproduce an MLS compilation or any portion thereof except in the following limited circumstances:

‘A Participant, its affiliated appraisers, or its agents may reproduce from the MLS compilation, and distribute to prospective buyers or sellers a reasonable number of single copies of property in which the prospective buyers or sellers are, or may, in the judgment of a Participant, its affiliated appraisers or its agents, be interested.’ **NAR RR: Sec 12.2 Opt 1**

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction. **NAR RR: Sec 12.2 Opt 1**

Nothing contained herein shall be construed to preclude 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. **NAR RR: Sec 12.2 Opt 1**

Any MLS information, whether provided in written or printed form, provided electronically or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant, who are authorized to have access to such information. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office, or firm. **NAR RR: Sec 12.2 Opt 1**

- 5.3 MLS listing information is confidential. If any Participant, its agents, affiliated appraisers or employees furnish information on another Participant's listing to a non-participant other than to a prospective buyer, seller, appraiser or lender, the Participant is subject to actions taken by the Operations Committee under Article 33, "Enforcement."

Further, each Participant, by execution of the Agreement provided in Article 3.3: "Participation" herein, agrees that a breach of this covenant would result in irreparable injury and damage to MLS and its Participants for which MLS and its Participants would have no adequate remedy at law; and each Participant further agrees, in the event of said breach, that the MLS shall be entitled to an immediate injunction and restraining order to prevent such violation or continued violation, without having to prove damages, in addition to any other remedies to which MLS may be entitled at law or equity.

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

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

"Based on information from the Multiple Listing Service of Greater Cincinnati (alternatively the REALTOR Alliance of Greater Cincinnati) for the period (date) through (date)."
NAR RR: Sec 13 Opt 1

It is highly recommended, but not required, that specifics regarding the statistical criteria (e.g., single family, 4 bedroom, in whatever market areas) be defined on the compilation. This allows for verification of statistical analysis by other MLS Participants.

Participants violating the intent of this paragraph and who do not include the above notice with data that is supplied to the public are subject to actions under Article 33, "Enforcement."

- 5.5 Printable Reports: "Agent" reports on the MLS are designed for and to be used by and distributed to licensees, brokers or appraiser subscribers of the MLS. They are NOT for distribution to and use by a consumer. **NAR RR: Sec 12.2**
- 5.6 None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparable, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. **NAR RR: Sec 12.2**
- 5.7 Each Participant who submits listing content to the MLS agrees to defend and hold the MLS and every other Participant harmless from and against any liability or claim arising from inaccuracy of the submitted listing content or any inadequacy of ownership, license or title to the submitted listing content. **NAR RR: Sec 11**
- 5.8 Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS without prior consent of the listing broker. **NAR RR: Sec 2.7**

ARTICLE 6 – APPLICATION FEE

- 6.1 Each Participant shall pay in advance an application fee to participate in MLS. See the exhibit, "Schedule of Fees and Charges." For those Participants wishing to be reinstated in the MLS, refer to Article 8: "Reinstatement Fees." **NAR RR: Sec 6**

- 6.2 If a Participant's firm is sold and the Realtor Principal wants to start a new company, the Participant is subject to all charges and paperwork as if it were a new member joining MLS. This would include an application fee.

ARTICLE 7 – DUES AND OTHER CHARGES

- 7.1 Dues and other charges for participation in MLS shall be established from time to time by the Budget & Finance Committee, subject to the approval of the Directors, and shall be in amounts which in the opinion of the Budget & Finance Committee, are necessary to defray the cost of providing the service and to allow for an operating reserve. See Exhibit A, "Schedule of Fees and Charges."
- 7.2 The dues of a Participant shall be established on the following basis:
- a. A base amount of dues for each Participant (aka Office Dues).
 - b. An additional amount is based on each license issued to or each licensed or certified appraiser affiliated with the Participant (aka Agent/Licensee Dues).
 - c. In the case where a broker has joined MLS as a Secondary MLS Participant under the reciprocity agreement with another MLS, the additional amount is based on each license issued to or each licensed or certified appraiser affiliated with the Participant who chose to have access to MLS.
- 7.3 Participants have the option of a no-cost waiver of MLS fees, dues and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker/office participates by submitting a Waiver Application for verification of nonuse of MLS services. The Waiver can include penalties and termination of the Waiver if violated. **NAR RR: Sec 6**
- a. Waiver Applicant may not use the MLS system, its data or its services.
 1. Listings may not be advertised under, or include in remarks, a Waived Applicant in the MLS or using MLS distribution services.
 - b. If one member of a team subscribes to MLS, then all team members must subscribe.
 1. OAC § 1301:5-1-21 defines Team as: "Any group of two or more associated licensees affiliated with the same brokerage and/or other non-licensed professionals (i.e., administrative assistants) & other real estate professionals that advertise as a group."
 2. Any group of two or more associated licensees affiliated with the same brokerage and/or other non-licensed professionals (i.e., administrative assistants) & other real estate professionals that operate as a group.
 - c. Listings of Waiver Applicants in the MLS service area must be entered in the MLS under the broker's name only and may not be advertised under, or include in remarks, a different contact name in the MLS or using MLS distribution services.
 - d. Waivers must be renewed every 45 days prior to the end of the dues period (Feb 15 and Aug 15).

Principle broker must notify MLS within ten (10) calendar days of changes to the eligibility status of a Waiver Applicant.

- 7.4 Dues shall not be refundable after the 30th calendar day following the semi-annual dues billing due dates (April 1 and Oct.1, excluding Saturdays and Sundays) to which they apply. The Participant's base office dues shall include the broker's or manager's dues, and is determined by who is registered with MLS as the broker/manager of that office.
- 7.5 The dues, based on the number of agents or licensed or certified appraisers registered, shall increase when

a Participant has additional agents or appraisers registered. Office dues and agent or appraiser dues will be prorated for new offices joining MLS or new agents or appraisers registered with a Participant based upon the date of membership when all fees and paperwork have been submitted and paid in full. No dues are required until the beginning of the subsequent semi-annual dues billing for agents or appraisers transferring between two Participants when dues for the current 6 months were previously paid by one of the Participants.

- 7.6 Participants may request an exception to dues policies established in Article 7.3 for agents or appraisers who are exclusively engaged in a specialty of the real estate business separate and apart from listing, selling or appraising any type of property, which is filed with MLS. If a Participant is a member of another NAR-recognized MLS whose local (primary) service area counties are one or more of the MLS extended service area counties, that Participant, at its option, may request a waiver of those agents who do not list, sell or appraise property in the MLS local service area counties and Market areas. Such request must be made in writing by the Participant or its authorized representative and will contain a detailed explanation as to the facts and circumstances prompting the request. If a Participant or its agent, under a waiver, enters a property (which is in the MLS local service area) into another MLS and not in MLS, that Participant and agent shall be subject to the MLS regulations with no exceptions and all waivers for that Participant revoked. Any violations of waivers granted will be subject to actions taken by the Operations Committee under Article 33, "Enforcement."
- 7.7 MLS fees and dues shall be paid by telecheck or major credit card online. Cash is no longer accepted. Offices will be billed for all monthly office fees 12 times per year. The office and agent/appraiser dues will be billed semi-annually and shall be due and received by MLS, without penalty, on or before April 1 and Oct. 1 of any given year. The semi-annual billing includes an invoice e-mailed and online, for each individual office AND each individual agent and/or appraiser. The Participant/Broker is ultimately responsible for the full payment of dues and charges billed to their agents and appraisers.
- 7.8 The day following the due date of the MLS dues (April 1 or Oct. 1), a late fee of \$20 is charged against those users and offices that have yet to pay their dues in full. On the fifteenth (15th) calendar day from the due date, users or offices, whose dues and late fees are not paid in full, shall have their MLS and Electronic Keybox services inactivated. (If an office's dues are paid in full, but there are outstanding user dues and fees, only those individual, unpaid users will have their MLS and Electronic Keybox services inactivated. The paid user services will remain.)
- 7.9 A report by office will be generated and distributed to those offices, listing the users whose access was turned off and the amounts owed. These offices are given 15 calendar days from the late fee date to either pay the outstanding user dues and late fees or show written proof that the outstanding user licenses have been sent back to the State of Ohio. A \$20 reconnection fee will be charged to have services restored. On the 15th day, offices with outstanding user dues shall have their services inactivated. A \$20 reconnection fee will be charged to have service restored.
- 7.10 Upon receipt by MLS, in writing, of a Participant's agents or appraisers designated as transferred to another company or whose license was returned to the Division of Real Estate, each will be verified with the Division of Real Estate. Upon verification by MLS, if the Division has no record of the change request, a late fee will be assessed by MLS to the Participant office for each delinquent agent or appraiser in addition to the full semi-annual dues. If the change request is processed after the verification by MLS, the Participant is still responsible for the full payment of dues for the agent or appraiser in addition to the late fee(s) assessed.
- 7.11 A firm eligible to participate in MLS may begin utilizing MLS services upon completion of an application form, payment of appropriate fees, and if the firm has met all the requirements as a member of a Board of Realtors.

- 7.12 In cases when a new licensee joins a member office after a dues billing, the Participant shall notify MLS, in writing, of the new agent. A prorated dues invoice will be created and sent via e-mail to each new agent and office. MLS access and Electronic Keybox services are not permitted until full payment is made. After 30 days, a \$20 late fee will be issued and an updated invoice and statement is sent to the agent and the office. The Participant has 15 days to pay all amounts in full, otherwise is subject to having the office access to MLS suspended.
- 7.13 If a licensee is asked to be re-activated within 60 days of being inactivated due to non-payment of dues or fees, any outstanding amounts, including the full MLS dues (not prorated) and any late fees must be paid prior to activation.
- 7.14 If an agent is licensed in two states under two (2) MLS Participants, that agent is not subject to paying 2 sets of MLS dues. Where a licensed appraiser with one Member Company is also a licensed sales associate with another member company, that agent/appraiser is not subject to paying two (2) sets of MLS dues.
- 7.15 For any and all licensees working for or affiliated with a registered MLS Participant/branch office, including married couples, teams, personal assistants, office administrators, etc., the broker is responsible for the MLS dues payment for each. In the case where the licensee is licensed under another company (e.g. holding company) which is not a registered Participant of MLS, yet the licensee works for an MLS Participant or MLS registered branch office, or team, in a non-licensed capacity, the person shall be recognized as a non-subscriber and shall not be permitted access to any services of the MLS. The broker shall be liable and subject to punitive action if the non-subscriber is provided access to MLS via a shared password or unauthorized MLS access.

ARTICLE 8 – REINSTATEMENT FEES

- 8.1 A Participant may be reinstated in MLS provided all past due amounts have been paid, and a reinstatement fee shall have been paid as follows:
- a. One hundred dollars (\$100) if out of MLS for three (3) to twelve (12) months.
 - b. Two hundred dollars (\$200) if out of MLS in excess of twelve (12) months.

ARTICLE 9 – GEOGRAPHICAL SECTIONS

- 9.1 MLS shall be divided into two (2) geographical sections known as East and West, with the dividing line for Hamilton County being: from the north county line south on I-75 to the Ohio River. Corporate boundaries divided by I-75 will remain intact in either the East or West Sections.
- Beyond Hamilton County, the rest of the MLS is designated as a “local” or “extended” service area, each further divided by County and MLS designated market areas. (See item 9.3 for further definition of the service areas) **NAR BL: Art 3**
- 9.2 The Operations Committee may establish common market area and sub-area (Suburb Identifier Code) groupings. The listing office is responsible for properly identifying, on the property data form, the common market area and sub-area (Suburb Identifier Code) in which the property is physically located. (See Article 15.2b: "Listing Participants Responsibilities")
- 9.3 MLS local service area includes listings from Brown, Butler, Clermont, Hamilton and Warren Counties. Listings of properties located in any other Ohio county, or Indiana county, that would be physically located in a designated MLS Market Area, will be accepted as "extended service area" listings, but are not required. **NAR BL: Art 3**
- a. If a Participant is a member of another NAR- recognized MLS whose local (primary) service area

counties are one or more of the MLS extended service area counties, that Participant, at its option, may submit its listings to MLS that are in those counties.

ARTICLE 10 – SERVICE AVAILABILITY AND ENTITLEMENTS

- 10.1 Services for the semi-annual dues of a Participant and its agents and/or appraisers include the use of the following to assist them in marketing properties:
- a. Listing data contained in the MLS.
 - b. Listing data distributed to a national or regional public Internet real estate site.
- 10.2 Individual agents or appraisers may access to the MLS data provided that:
- a. The Participant authorizes such access.
 - b. The agent uses their personal access to the MLS system. Note: Sharing of logins and passwords is strictly prohibited and is subject to punitive action and possible fines.
- 10.3 Non-licensed personal assistants, office administrators and non-licensed appraisers may access the MLS data provided that:
- a. The Participant authorizes such access.
 - b. The non-licensed user acquires and uses their personal access to the MLS system. Note: Sharing of logins and passwords is strictly prohibited and is subject to punitive action and possible fines.

ARTICLE 11 – MLS MEMBERSHIP INFO AND E-MAIL ADDRESSES

- 11.1 Each Participant and its agents/appraisers may acquire, via an E-mail export, the membership information and e-mail addresses of each MLS user who allows their data to be exported. Each individual user has the ability to make available, for export, their membership information or not allow it to be exported.
- 11.2 Any MLS membership information and/or e-mail addresses obtained from the MLS are considered the property of MLS and are considered confidential in nature. Any redistribution or selling of this information is strictly prohibited.
- 11.3 Use of membership information and e-mail addresses obtained from MLS shall be strictly limited to the following uses: MLS user identification and contact related to duty desk, showing appointments, PDA roster software or the limited distribution of real estate info not permitted in MLS. Any other uses of this information must be approved, in writing, by the MLS.
- 11.4 Any form of mass e-mail distribution to members by any Participant, its agents, or appraisers, employees, consultants, affiliates or vendors must comply with the federal CAN-SPAM Act* and contain an unsubscribe or opt-out capability. (Federal Trade Commission 2003. Click here for the [CAN-SPAM Act Compliance Guide](#).)
- Violations of the CAN-SPAM Act may result in a member filing a complaint with the Federal Trade Commission in addition to filing a complaint with the MLS. The CAN-SPAM Act has penalties up to \$16,000 per violation.
- 11.5 Each Participant and its agents/appraisers shall have the right to opt out of another Participant's and its agent/appraiser e-mail or mailing list. The action of removing a Participant and/or its agents/appraisers from an e-mail or mailing list of another MLS member, under the control of that member or under the control of a hired vendor, shall occur within 24 hours (not including Sundays and holidays) from receipt of either a verbal (by phone or voice mail) and/or written (by letter, e-mail, fax, etc.) notification by either a Participant, its agents/appraisers, or by MLS.

- 11.6 Once a request is made regarding the removal of a Participant's and/or its agents' or appraisers' e-mail address from another member's list and the action is not carried out within the required timeframe identified by the CAN-SPAM Act (ten (10) business days as of 8/17/16), a \$100 per violation fee may be imposed on the member with the list until the requested information is removed. Re-occurring violations shall be subject to the imposed fees, but shall also be subject to additional punitive actions, if deemed necessary, by the Operations Committee and/or Board of Directors.
- 11.7 Any Participant, its agents, appraisers, employees, consultants, affiliates or vendors who, in any way, violate the MLS ownership rights and confidentiality of this information, that Participant shall be subject to actions taken by the Operations Committee under Article 33, "Enforcement" and any further courses of action stated in Article 5.3, MLS Property.
- * **The CAN-SPAM Act, a law that sets the rules for commercial email, establishes requirements for commercial messages, gives the recipients the right to have you stop emailing them, and spells out tough penalties for violations.**

CAN-SPAM Act Law

CAN-SPAM Act Compliance Guide

ARTICLE 12 – LISTINGS TO BE FILED

- 12.1 Listings to be filed:
- a. A copy of all written Exclusive Right to Sell or Exclusive Agency listings taken by a Participant on single (1), two (2), three (3), four (4) family properties (condominium units included) located within the local or extended service area of the MLS shall be filed with MLS. If a Participant is a member of another NAR- recognized MLS whose local (primary) service area counties are one or more of the MLS extended service area counties, that Participant, at its option, may submit its listings to MLS that are in those counties. Listings submitted into MLS shall be subject to the MLS regulations, with no exceptions. Listing contracts must be delivered to MLS within three (3) business days (except Saturdays, Sundays, or holidays) of the list date. If a listing contract is not delivered to MLS within three (3) business days of the list date, a late fee will be administered. See Exhibit A, "Schedule of Fees/Charges." **NAR RR: Sec 1**
 - b. Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's service area will (or will not) be accepted if submitted voluntarily by a Participant. **NAR RR: Sec 1.12**
 - c. All members shall submit the signed Coming Soon Seller Authorization form along with the New Listing Validation form or Listing contract to MLS within three (3) business days or entry into MLS as Coming Soon if it was previously a Delayed Entry or No Entry listing.
 1. All members, when asked by a seller to provide pre-listing/pre-MLS inclusion of their property, shall provide a Coming Soon Seller Authorization form describing the MLS Coming Soon procedure, guidelines and rules.
 - d. In addition, a Participant, adding its own listings, must input that listing into the MLS within three (3) business days of the list date. After adding the listing, the MLS number of that property and MLS Market Area should be marked at the top of the listing contract, prior to submitting to MLS. If a listing is not input into the MLS within three (3) business days of the list date, a late fee will be administered. See Exhibit A, "Schedule of Fees /Charges."
 - e. When three (3) business days have passed after the listing was entered into the MLS and a listing

contract was not received by MLS, the listing broker shall be notified and a \$100 fine levied. Three (3) business days later, if the MLS has not received the listing contract (a total of 6 business days, excluding weekends and holidays), the listing shall be purged from MLS.

- f. In addition to those listings on properties referred to in 12.1a, all other listing contracts on properties located in the counties serviced by MLS shall be filed with MLS under the same conditions and provisions set forth in 12.1a. For both 12.1a and d, those listings where the seller crossed out the "MLS Authority" clause and chooses not to have their property in MLS, a copy of these listing contracts shall also be sent to MLS and kept on file. (See Article 13.5) **NAR RR: Sec 1.3**
- g. Additional types of property that can be filed with MLS, but not required, are 5 or more unit apartment buildings, any type of commercial or industrial property, farms, acreage, and residential or commercial construction lots. If a Participant chooses to file one of these types of property with MLS, the Participant must abide by the MLS Rules and Regulations accordingly.
- h. MLS shall not require a Participant to submit listings under a property classification (e.g. condos, farms, etc.) other than the classification the Participant chooses to utilize, provided the listing is of a classification type accepted by MLS. However, MLS may reserve the right to refuse to accept a listing under a property classification that fails to adequately protect the interests of the public and Participants. **NAR RR: Sec 1 Note 1**

12.2 Listing Contracts under these Rules and Regulations are defined as either:

- a. **Exclusive Right to Sell:** A contractual agreement under which the listing broker becomes the agent of the seller and the seller agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller, or anyone else; and a contractual agreement under which the listing broker becomes the agent of the seller and the seller agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller, or anyone else, except that the seller may name one or more individuals or entities as exemptions in the listing contract and if the property is sold to any exempted individual or entity, the seller is not obligated to pay a commission to the listing broker.
- b. **Exclusive Agency:** A contractual agreement under which the listing broker becomes the agent of the seller and the seller agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller, the seller is not obligated to pay a commission to the listing broker.
- c. Maintaining accurate listing data is a critical necessity for achieving the defined purpose of the MLS. Participants and subscribers are required to submit accurate listing data and required to correct any known errors. **NAR RR: 1.2.0**

Multiple listing services may not require participants to enter into listing contracts using a form other than the form a participant individually chooses to use. Multiple listing services may refuse to accept any listing which fails to adequately protect the interests of the public and other participants, and will not accept any listing which establishes a contractual relationship between the MLS and a participant's client. **NAR Pol: 7.6 12.3**

12.3 Listings entered by MLS staff are subject to an input charge. (Exhibit A, "Schedule of Fees/Charges")

12.4 All listing contracts and amendment forms submitted shall bear a definite and final termination date (Day/Month/Year) as negotiated between the listing broker and the seller. **NAR RR: Sec 1.11**

12.5 Any listing contract to be submitted to MLS is subject to the MLS Rules and Regulations upon final signature or Commencement Date. **NAR RR: Sec 1.1.1**

12.6 Any Co-listing or Co-Selling agents added to or named on the listing record must be a member of the MLS of Greater Cincinnati. Non-members may not be displayed.

12.7.1 Limited Service Listings: Listings shall be categorized as limited service in instances where listing brokers, pursuant to their listing contracts, will not provide one or more of the following services:

- a. arrange appointments for cooperating brokers to show listed properties to potential purchaser(s) but instead give cooperating brokers authority to make such appointments directly with seller(s); **NAR RR: Art 1.2.1.a**
- b. accept and present to seller(s) offers to purchase procured by cooperating brokers but instead give cooperating brokers authority to present offers directly to seller(s); **NAR RR: Art 1.2.1.b**
- c. advise seller(s) as to the merits of offers to purchase; **NAR RR: Art 1.2.1.c**
- d. assist seller(s) in developing, communicating, or presenting counter-offers; **NAR RR: Art 1.2.1.d**
- e. participate on seller's(s') behalf in negotiations leading to the sale of the listed property. **NAR RR: Sec 1.2.1.e**

12.7.2 Limited Service Listing (Y/N) is a required field of entry. The entry of a listing as Limited Service = "Yes" represents that the seller/client agrees to waive certain duties of the listing broker:

- a. This may only be accomplished by the client signing a required "Waiver of Duties Statement" (Ohio law - HB150), which is a confidential document between client and listing broker and should not to be distributed to any other party without the consent of the client;
- b. A cooperative broker may only set an appointment, present an offer, negotiate, or provide other services directly to the listing broker's client if the listing broker has given written authorization permitting such action to be conducted directly with their client. This can be accomplished through the MLS agent remarks, ads, e-mail, etc.;
- c. Upon entry of a limited service listing into the MLS, the listing broker shall disclose in the "agent remarks" only an explanation of the actions or limitations placed upon the cooperative broker in regards to interacting with the listing brokers client;
- d. If the client has waived the listing broker's duties as described in 12.7.1.b, c, d and e, it is recommended that the phrase, "may negotiate," be included in the "agent remarks";
- e. Ohio law prohibits a broker who is representing a seller under an Exclusive Right to Sell agreement from advertising the property as a "For Sale by Owner" or otherwise misleading the public to believe that the seller is not represented by the broker. An Exclusive Agency agreement is exempted from this action.

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

Note: Advertisements prohibited under this Section 12.8 include "Sneak Peek," "See it before it hits the MLS," and any other variation that insinuates a property is for sale, whether or not such advertisement includes the actual property address. **NAR RR: Sec 1.01**

Note: This applies to exclusive listings that are required to be filed with MLS and is not currently available to other MLS Participants. **NAR RR: Sec 1.01**

- 12.9 Failure of a Participant to comply with Article 12 is subject to actions taken by the Operations Committee under Article 33, "Enforcement."
- 12.10 A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker. See Article 22.17 **NAR RR: Sec 2.7**
- 12.11 Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS without prior consent of the listing broker. **NAR RR: Sec 4**
- 12.12 At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number is not available, the information filed with the MLS must include a legal description of the property sufficient to describe the location. **NAR RR: Sec 1.16**
- 12.13 MLS participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are searchable by and displayed to consumers based on the level of compensation offered to the cooperating broker or the name of a brokerage or agent. **NAR Statement 8.5**

ARTICLE 13 – LISTINGS TO BE PUBLISHED

- 13.1 All Exclusive Right to Sell or Exclusive Agency Listings, as defined in Article 12: "Listings to Be Filed" will be published in MLS provided:
- a. That the listing contract contains verbatim the following or language approved, in advance by MLS, a clause granting such authority:

MLS AUTHORITY: REALTOR®/Broker is authorized to file said listing and place information about the real estate in the Multiple Listing Service of Greater Cincinnati or any other multiple listing service to which the REALTOR®/Broker is a member in accordance with MLS Regulations. The REALTOR®/Broker and MLS may disclose information pertaining to said real estate to MLS Participants authorized to receive MLS information. REALTOR®/Broker is further authorized to place information about the real estate in any listing services, informational services and other media of REALTOR®'s choosing to advertise and promote the sale of the real estate. **NAR RR: Sec 1**
 - b. If an exclusion exists of one (1) or more Participants and their agents to show the listing, the listing broker shall file with MLS the listing contract, and shall notify, in writing, the Participant or Participants being excluded.
 - c. If a buyer exclusion exists, specifics of the exclusion should be written within the listing contract. If this type of listing has an exclusion in excess of five (5) days, it shall be clearly identified with the appropriate co-op prefix (BE).
 - d. That the signed contracts by all necessary parties make it possible for the listing broker to offer cooperation and compensation to the other Participants of the MLS acting as subagents, buyer agents, or both.
- 13.2 "Published" under the provisions of these Rules and Regulations is interpreted as meaning:
- a. Entered in the MLS's for direct access by a Participant and its agents. See Article 4.1(a): "Services."
 - b. Displayed on a national or regional public Internet real estate site.
- 13.3 Exclusive Right to Sell and Exclusive Agency listings will be clearly identified to provide for differentiation between the types of listing contracts in the MLS.
- 13.4 In the event an offer to purchase is accepted on a property before it is listed and filed with MLS as required

in Article 12: "Listings to be Filed", the following will apply:

- a. A "Sold Before Listed" property, entered into the MLS, is subject to the same rules as other listings.
- b. Participants will input their own "sold before listed" properties. All required fields must be entered. The listing number must be written on the completed property data form and a copy submitted to MLS for review. Participants have the option to submit completed Status Report Forms and property data form to MLS for staff input.
- c. For Participants with no MLS access, a Status Report Form and the completed front page of a property data form must be submitted to MLS within three (3) business days (except Saturdays, Sundays and holidays) of the date of the contract to purchase.

On "Sold Before Listed" properties it is recommended that for a Participant and its agent's legal protection to have a listing contract signed prior to and in addition to the contract to purchase.

- 13.5 If the seller refuses to permit the property to be published in MLS, such listing shall be filed with MLS but not published. Filing of the listing must be accompanied by a written certification signed by the seller that he does not desire the listing to be placed in MLS, or the MLS Authority Clause in the Exclusive Right to Sell Agreement may be lined out with the initials of the seller affixed. **NAR RR: Sec 1.3**
- 13.6 The full gross listing price stated in the listing contract will be included in information published in the MLS compilation of current listings, unless the property is subject to auction. **NAR RR: Sec 1.7**
- 13.7 Listings entered into the MLS in the Active status shall be available for showings and offer submission immediately, with the following exceptions:
 - a. properties with significant safety/health issues or are condemned. If the property is not available for showings due to significant safety/health issues or is condemned, then
 - 1) verifiable photos must be provided to MLS Staff upon request,
 - 2) the condition must be stated in the Agent Remarks, and
 - 3) photos must be provided to the buyer agents upon request with seller approval.
 - b. properties listed through a Court Appointed Private Selling Officer (PSO);
 - c. properties listed For Sale by Auction dependent upon the Auction Company requirements.

If the property is not available for showings at the time of listing, the MLS Authority clause (See Article 13.1.a) should be stricken on the listing contract, initialed by the seller, and a copy of the agreement sent to and kept on file in MLS until the listing is available for showings.

- 13.8 Listings with a Coming Soon status must have a "Showing Start Date" entered into MLS less than or equal to ten (10) calendar days.
 - a. The listing must become Active on the Showing Start Date. If the property is not ready on the Showing Start Date, the property must be Withdrawn in the MLS until it is ready for showings.
 - b. The Showing Start Date, once entered, cannot be changed.
 - c. Days on Market calculations begin when the listing moves to Active status.
 - d. A property address may only be allowed in the Coming Soon status at the initial entry of the listing and only one time with the same owner unless the property has been off-market (Expired or Cancelled) for at least sixty (60) calendar days.
 - e. Once a property has been entered in the Coming Soon status, it may not, at any time, be entered in an Active status prior to the initial Showing Start Date.

- 13.9 If the seller or buyer refuses to permit the sale price of the property to be published in MLS, the listing broker should inform the seller or buyer that the sale price of property is public information and shall then enter a zero "0" into the sale price field in the MLS if seller still refuses to disclose price. The listing broker shall notify the seller or buyer that MLS will collect the sale price information through the county public records and input that price into the MLS at the earliest available time. **NAR RR: Sec 2.5 Note 1**
- 13.10 Each Participant is entitled to only one (1) publication listing space and one (1) primary photo space for each property in MLS. For example, for a property that is acreage and which also has a house on it, the Participant shall have the option of putting the listing in either the single-family classification or the farm classification, but not both. In those cases where a property is listed by more than one (1) broker, there shall only be one (1) listing entered into MLS; there shall be only one agreement submitted to MLS by the primary broker; and the primary broker shall be responsible for abiding by the rules of the MLS.
- Multiple Property Type Listings: Regarding builder proposed houses or Commercial property, listings are prohibited from being entered into the MLS as a residential listing and again as either a residential proposed builder (paper) listing or as a Commercial listing. The same property may be entered one-time as a builder listing at one price and as a land listing at another price. If a structure exists on the property, it **MUST** be disclosed on either listing and must include a photo of the existing structure.
- 13.11 Publication of listings on types of property other than those stated in Article 12: "Listings to be Filed" shall be at the discretion of the Operations Committee. If the Operations Committee approves a listing for publication, then the listing contract must comply with this Article 13.
- 13.12 No company emblem, logo, or company/agent/seller self-promotion (which includes "For Sale/Lease/etc." or Company/Agent/Seller signage) may be shown on any MLS listing, which includes primary or multiple images, virtual tours, or videos in any MLS publication.
- 13.13 No form of agent, broker or seller promotion, nor any phrases such as "Call Listing Agent, Seller, Listing Office, Builder, etc." may appear in any free form input field (e.g., directions, marketing remarks, special financing, etc.) unless the field is specially designed for such input (e.g., agent remarks).
- 13.14 No email addresses, web addresses, or phone numbers are permitted in the Marketing Remarks.
- 13.15 Specific 3rd party business names are not permitted in Marketing Remarks if not a factual property amenity.
1. "Would be a good Airbnb property" should be entered as "Would be a good short-term rental property."
 2. Viking appliances is acceptable as it is a factual amenity included with the sale.
- 13.16 **Properties for Sale by Auction at Physical Location**: Auction listings [sold by a licensed Auctioneer and/or Court Ordered Private Selling Officer (PSO)] entered into MLS are subject to the same rules as other listings with the following exceptions:
- a. The listing shall be marked as Auction = Yes;
 - b. List price shall be the minimum acceptable price for Reserve auctions and 0 for Absolute Auctions ;
 - c. The compensation offered to cooperative brokers (entered into the compensation field in MLS) is unconditional and may not be subject to conditions which may pay less than stated in MLS;
 - d. Any information regarding the date, time and location of the auction must be entered into marketing remarks.
 - e. Showings dependent upon the Auction Company or Court requirements.
- 13.17 **Properties for Sale by Online Auction (not a Physical Location)**: Online Auction listings [sold by a licensed

Auctioneer and/or Court Ordered Private Selling Officer (PSO)] entered into MLS are subject to the same rules as other listings with the following exceptions:

- a. The listing shall be marked as Auction = Yes, Type = As Determined;
- b. List Price shall be the minimum acceptable price for Reserve auctions or 0 for Absolute auctions;
- c. The compensation offered to cooperative brokers (entered in the compensation field in MLS) is unconditional and may not be subject to conditions which may pay less than stated in MLS;
- d. Information regarding the start date, the minimum duration, and end date may be entered in Marketing and/or Agent Remarks only;
- e. Information regarding the website address of the online auction must be entered in Agent Remarks only;
- f. Any Active listing in the MLS with the requirement that an agent or broker must go to an online Auction to offer/bid:
 - 1) Requires that property must be available for bidding on the online Auction website;
 - 2) Requires the ability for agents to register their prospective buyers on the Auction website;
 - 3) And if there is a requirement for a buyer to pay a fee, must disclose the fee amount in the Agent Remarks;
- g. Showing dependent upon the Auction Company or Court requirements.

Specific to Court Appointed PSO Foreclosure Auctions:

- h. PSO Auctions shall be marked Limited Service = Yes;
- i. Showings may not be permitted by court order in some cases. Submission of listings with “No Showings” are only permitted for PSO Auction listings;
 - 1) These listings may be entered into MLS but are not required. Marketing Remarks must state "No Showings - Court Appointed PSO Sale."
 - 2) If not entered, No Entry documentation must be submitted to MLS within three (3) business days.
- j. The court order must be submitted with the New Listing Validation submission;
- k. The Property Ownership field must be marked PSO;

13.18 **Properties for Sale by Online Bidding (not an online Auction by Auctioneer):** Online bidding listings entered into MLS are subject to the same rules as other listings with the following exceptions:

- a. Any listing entered into MLS with reference to an online, non-MLS Participant site shall ONLY be marked as Auction = NO. They are not an auction listing;
- b. Any listing entered into MLS with reference or requirement that an agent or broker must go to another site to enter an offer/bid, and in which the listing brokerage is not involved in the submission, presentation and/or negotiations between the seller and buyer representative, shall be designated as “Limited Service Listing” = Yes, and their listing contract type shall be entered as an Exclusive Agency listing;
- c. Per state law; any listing entered into MLS that is not being sold by a licensed Auctioneer subscriber but instead is listed with reference to a non-MLS Participant offer/bidding site or where a seller chooses to mimic an offer/bidding process, shall NOT mention or state the word “auction”

anywhere on the listing;

- d. List Price shall be the minimum acceptable price for Reserve auctions or 0 for Absolute auctions;
- e. Any reference to the online bidding website (e.g. Auction.com, Homepath.com, etc.) shall only be entered under Agent Remarks;
- f. Any Active listing in the MLS with the requirement that an agent or broker must go to a 3rd party website to enter an offer/bid, that property must be available for bidding on the 3rd party website;
- g. Any listing entered into MLS with the requirement that an agent or broker must go to a 3rd party website to enter an offer/bid must provide the ability for agents to register their prospective buyers on that 3rd party website;
- h. Any listing entered into MLS with the requirement that an agent or broker must go to a 3rd party website to enter an offer/bid, and requires a buyer to pay a fee, must disclose the fee amount in the Agent Remarks.

13.19 If the listing agent, broker or seller is aware of delays in the ability to provide clear title or transfer of ownership, the delay must be identified in the Agent Remarks.

13.20 Providing incorrect showing instructions may result in a \$50 fine per violation.

Note: This would include, but not limited to, the wrong combination provided, no access at the home, and incorrect instructions on pets/alarms.

13.21 Failure of a Participant to comply with Article 13 is subject to actions taken by the Operations Committee under Article 33, "Enforcement."

ARTICLE 14 – PHOTOS

14.1 Primary Image

- a. The Participant is responsible for uploading a primary image into MLS within five (5) business days of the listing entry date. If the Participant is unable to upload an image because the listing is in an inactive status, the Participant shall email a .jpg image file to CincyMLS within five (5) business days for upload. The file name should be the MLS number of the listing. **NAR Pol: C Sec 14**
- b. Listings will be published with an exterior primary image, either aerial or ground level front facing, of the actual structure for sale. Images submitted to the MLS shall be an accurate depiction of the subject property. Images may not include any form of company emblem, logo, or company/agent/seller self-promotion, (which includes "For Sale/Lease/etc." or Company/Agent/Seller signage) and shall not include any digital modifications to the real property or surrounding real property. A business name as part of the Real Estate is permitted. **NAR Pol: C Sec 14**
- c. For listings of unimproved land or vacant lots, a sketch image of the actual land for sale or a diagram of the lot with dimensions may be published by the Participant.
- d. If a listing is a multi-unit structure (condo, apartment, etc.), either an aerial or ground level front facing image shall be the primary image.
- e. If the primary image is an aerial image, a ground level front facing exterior image of the actual structure for sale must be added as a multiple image.
- f. If the seller expressly directs, in writing, that images of their property not appear in MLS compilations, the primary image shall be replaced by a sketch, rendering or an MLS filler card. **NAR Pol: C Sec 14**

- g. Listings identified as Under Construction, To Be Built or “Paper” Houses, may publish an elevation drawing, less any company (builder) name or logo, or artwork filler to be supplied by CincyMLS. A primary image may be supplied by the broker of any property under construction displaying the construction in process (foundation, framing, under roof, etc.). Renderings, sketches, or actual images of rooms from another existing property are not permitted for display unless it is the same floorplan and elevation and the word “PROPOSED” is in a clear and reasonably sized font on the image.
- h. For properties marked “Under Renovation”, an accurate architectural rendering of the property may be used as the primary image, so long as 1) a picture of the actual structure, as is, be displayed in the 1st position of multiple images, and 2) a statement for clarification be made in the first line of Marketing Remarks, such as “Rendering is for illustration purposes only.” If a rendering is not used, a picture of the actual structure must be entered as the primary image.
- i. Aerial images obtained by drones must abide by the FAA requirements for Commercial Use when obtaining these images.

14.2 Multiple Images (excluding Primary image):

- a. Up to 49 additional images of the subject property, views from the property, amenities of the HOA or floor plans of the existing structure may be displayed as a multiple image. A business name as part of the Real Estate is permitted.
- b. Images of property submitted to MLS shall be an accurate depiction of the subject property. Images may not include any form of company emblem, logo, or company/agent/seller self-promotion, (which includes “For Sale/Lease/etc.” or Company/Agent/Seller signage) and shall not include any digital modifications to the real property or surrounding property.
- c. For listings of unimproved land or vacant lots, images of the actual property or views from the property may be displayed.
- d. Listings identified as Under Construction, To Be Built or “Paper” Houses, may publish actual views from the property, floor plans of the actual structure being built or images of the property under construction displaying the construction in process (foundation, framing, under roof, etc.). Renderings, sketches, or actual images of rooms from another existing property are not permitted unless it is of the same floorplan and the word “PROPOSED” is in a clear and reasonably sized font on the image.
- e. Virtual Staging may be used for the *Interior* of a structure **ONLY**.
 - 1. The image must state the phrase “VIRTUALLY STAGED” in a clear and reasonably sized font on the image.
 - 2. Virtual Staging may in no way alter the real property or surrounding property, including permanent fixtures, wall colors, carpet, countertops, obstructions to actual views, etc.
 - 3. Virtual Staging may in no way be used to hide physical defects or negative visual elements in the property. Examples include holes in the wall, exposed wiring, damaged flooring, obstructions to actual views, etc.
 - 4. Virtual Staging may include personal property items not conveyed with the real property. Permitted personal property modifications include, but are not limited to, furniture, mirrors, artwork, plants, and the like.

- 14.3 Property Photo Descriptions: These free-form data fields shall be limited to informational content regarding the property or the specific image. Any form of self-promotion, web addresses, E-mail addresses, company or owner names and contact information of any type is strictly prohibited.
- 14.4 Agent/Appraiser Images: One (1) image of an agent or appraiser may be submitted to MLS or uploaded into the MLS by the Participant. The image shall be of the identified agent only and shall not include any other background media, publicity, persons or things. Any reference to teams or resume items may be mentioned in the photo description of the agent or appraiser. The photo description area shall contain text content only and shall not display any form of special programming (E.g. HTML special effects).
- 14.5 **Copyright:** When the Participant submits images to the MLS, the Participant is representing that the Participant, and/or its licensees is either the owner of the images or have the right to authorize, and is authorizing, the MLS to copy, publish, and distribute the image(s) anywhere the MLS data is intended to appear. With this authorization, the Participant and its licensees agree that all images are properly licensed to the MLS. Further, Participant and its licensees agree that listing data entered into the MLS is licensed to the MLS. Be aware that images supplied by a 3rd party may be owned by such 3rd party, and approval from such 3rd party may be necessary before submitting such images to the MLS. The broker hereby indemnifies and holds harmless the MLS for any claims arising out of its use of images submitted to it by a Participant, including reasonable attorneys' fees.
- Images submitted to MLS that are not owned by the MLS Participant or its licensees, or where the express written consent for their use has not been acquired, are considered to be in violation of the MLS rules. Such images may be removed by the MLS without prior notice, and the listing broker shall be subject to a fine for each listing in violation. If necessary, upon further review by the MLS leadership, other punitive actions may be issued for such violations. (See Exhibit A)
- 14.6 MLS Staff shall have the right to modify or remove any image to make it compliant to these guidelines.
- 14.7 Violations are subject to Article 33, Enforcement, of the MLS Rules.

ARTICLE 15 – LISTING BROKER'S RESPONSIBILITIES

- 15.1 Each listing broker shall procure the signatures of all parties necessary to make the listing contract legal and binding.
- 15.2
- a. Each Participant and its agents shall be held responsible for the filing of any known false, or recklessly taken, information on a listing and no confidential (personal, divorce, etc.) information between the agents and the sellers should be disclosed.
 - b. Listing contracts and property data forms filed with MLS shall be complete and true in every detail. Incomplete listing contracts and/or property data forms shall be returned to the listing office for completion. The listing office shall resubmit the completed listing contract and/or property data form to MLS within three (3) business days from the MLS notification date. The listing office shall pay an administrative charge, as stated in Exhibit A, "Schedule of Fees and Charges," for each incomplete listing contract or property data form it files with MLS. **NAR RR: Sec 1.2**
 - c. Listing data and photos entered into the MLS shall be complete and true in every detail. Inaccurate information may be questioned and changed by the MLS (e.g., MLS Market Areas or Suburb codes). Any information modified by MLS, then re-entered inaccurately by the listing broker is subject to Article 33, Enforcement, of the MLS Rules. Participants and subscribers are required to submit

accurate listing data and required to correct any known errors. [NAR RR: Sec 1.2.0 and 1.2.1](#)

Note: Any time data or information is updated by MLS staff, and is re-entered inaccurately by the listing broker, that occurrence shall be treated as a new, fineable violation.

- d. The listing broker, prior to entry of a new listing into MLS, is responsible for verifying that the property is not currently listed in MLS under an active, pending, coming soon, under construction or withdrawn status. If the property is listed under an active, pending, coming soon, under construction or withdrawn status, the property may not be entered until such time the other status is made inactive (expired or canceled). Either the listing broker or the MLS may be contacted for assistance. Failure to comply with this rule or report this discrepancy to MLS may result in an automatic administrative fee.

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. [NAR RR: Sec 1](#)

The Exclusive Agency listing also authorizes the listing broker, as an exclusive agent, to offer cooperation and compensation on a unilateral blanket 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 (EA or BE) from Exclusive Right to Sell listings with no named prospects exempted (ER), since they can present special risks of procuring cause controversies and administrative problems not posed by Exclusive Right to Sell listings with no named prospect exempted. Care should be exercised to ensure that the correct code is used to denote Exclusive Agency (EA) and Exclusive Right to Sell listings with prospect reservations (BE).

- 15.3 Each listing broker should, upon publication of its listings, review the published listing to verify its accuracy. Periodically thereafter, listings should be reviewed by the listing broker to determine that the listing data is current. MLS's liability is limited to republishing corrected listings when errors are brought to its attention.
- 15.4 If the listing agent is not immediately available, then the listing office shall make the appointment for a cooperating office to show the listing, unless the seller has stipulated otherwise in writing in the listing contract and such stipulation also appears in the listing information. For further clarification, see Article 18: "Appointments to Show and Negotiate Offers on Another Firm's Listings."
- 15.5 If a property has one or more "for sale" signs on the real estate, at least one sign must be of the primary listing participant broker. [NAR RR: Sec 4.1](#)
- 15.6 "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. [NAR RR: Sec 4.2](#)
- 15.7 A broker may place a sign at the property during the Coming Soon period [for up to ten (10) calendar days] ONLY if it is entered in the MLS in the Coming Soon status. The sign must prominently display "Coming Soon." The Coming Soon rider must be removed once the property has entered the Active status.
- 15.8 With Broker approval, advertising of individual listings may be allowed on public facing media only if the listing is entered in the MLS under the Coming Soon status. "**Coming Soon. No Showings until _____** (enter start showing date)." **must** be included in any public facing media advertising.
- 15.9 Participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. [NAR Statement 8.4](#)

- 15.10 A licensee shall not advertise or alter any information regarding a listing of any property that is not listed for sale, lease, or exchange with the licensee's brokerage, unless the licensee has first secured written permission of the owner or owners' authorized agent and fully discloses in the advertisement the name of the listing brokerage, in the same or larger size type as used to describe the property. For purposes of this division, the term alter shall not include limiting informational parts of a listing, provided such limitation, the information is not inaccurate or misleading. ODRE: advertising rule, OAC 1301:5-1-02(G).

ARTICLE 16 – LISTING MAINTENANCE

- 16.1 Each Participant shall report to MLS the change of status of any listing as identified below. Violations will incur a fee per Exhibit A, "Schedule of Fees / Charges."
- a. Any change in the listed price or other change in the original Exclusive Right to Sell or Exclusive Agency Agreement which shall be made only when authorized in writing by the seller (Amendment to Exclusive Right to Sell Agreement form may be used). Seller's and agent's signatures are required. Any Original List Price modification made after two (2) business days of entry will need a price change form signed by the seller. Price change indicators and history will not be removed. Amendment forms submitted to extend the expiration date of a listing agreement shall bear a definite and final termination date (Month/Day/Year) as negotiated between the listing broker and the seller. **NAR RR: Sec 1.4**
 - b. Failure of the listing broker to make a correct status change from conditional withdrawal to either a canceled or expired status: 1) prior to re-entry of the listing, or 2) actual contract termination with the seller, shall result in an administrative charge. **NAR RR: Sec 1.5**
 - c. Notice in writing (Cancellation of Exclusive Right to Sell Agreement form may be used) that an Exclusive Right to Sell Agreement has been canceled. The seller's and the listing broker/manager's signatures are required.
Note: Sellers do not have the unilateral right to require an MLS to cancel a listing without the broker's concurrence. However, when a seller(s) can document that their exclusive relationship with the listing broker has been terminated, the MLS may cancel the listing at the request of the Seller.
NAR RR: Sec 1.5
 - d. notice that a Contract to Purchase has been accepted by the sellers (Pending) or that a transaction is closed (Closing), a pending sale has been canceled (Back on Market) or that a Lease/Purchase Contract has been accepted by the sellers (Lease/Purchase). Excluded from this requirement shall be those listings where a Contract to Purchase has been accepted by the buyers and sellers as a "Sale Without Notice" (Sudden Death). This type of sale may remain in "Active Status." Each of the required notices shall be reported in the MLS.
 - e. Definition of a Pending: A listing may remain under an "active" status in MLS, except under any one or more of the following conditions; whereby the listing status shall be changed to "pending" within the required three (3) business days and the type of pending disclosed:
 1. A purchase agreement has been signed and dated by all parties of the transaction. Once signed by and delivered to the parties, the listing broker shall report the listing as pending.
 2. The seller has indicated that an offer has been accepted and is no longer accepting offers or bids, and may or may not allow the property to be shown to other prospective buyers. In these cases, the listing broker shall change the listing status to pending.

3. Short Sale: The MLS considers the lender's involvement to be a contingency for 3rd party approval. The lender is not a direct party of the legally binding purchase agreement; thus the listing is under contract and shall be updated to the "Pending" status in MLS.

If the MLS Short Sale Addendum is used and signed by both Seller and Buyer, the property can remain in "Active" status, due to language contained in the addendum; otherwise, the listing status shall be changed to Pending.

The original accepted contract date, between a buyer and seller, shall be used as the Pending Date when the MLS Short Sale Proposal Addendum has been executed.

Note: It is the responsibility of the Listing Broker to update the status of the listing. Even though the 3rd Party (lender) may instruct the listing broker to keep the listing as "Active" in MLS, unless the Short Sale Addendum is signed, the listing broker is obligated to abide by the rules of the MLS regarding the reporting of a status change.

- f. Types of a Pending: Once the listing is placed under the "pending" status, one of the following types of "pending" shall be chosen and may be updated:

- | | | |
|--------------------|---------------------------|--------------------------|
| (1) Set to close | (4) 72 Hour Notice | (7) Accept Backup Offers |
| (2) 24 Hour Notice | (5) 1st Right of Refusal | (8) Contingency Pending |
| (3) 48 Hour Notice | (6) Sudden Death/Kick-out | (9) Rev/Appr-Corp/3rdPty |

- g. All status changes, not including final closing of sales, shall be reported to the MLS by the listing broker within 3 business days (excluding weekends and holidays) after they have occurred. If negotiations were carried on under the following circumstances described under Article 18.1:

1. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly; or
2. after reasonable effort, the cooperating broker cannot contact the listing broker or their representative; however, the listing broker, at their option, may preclude such direct negotiations by cooperating brokers;

the cooperating broker shall report accepted offers and /or closings, to the listing broker within two (2) business days after the occurrence and the listing broker shall report them to the MLS within the remaining one (1) business day after receiving notice from the cooperating broker. (Note: the cooperative broker is subject to administrative fees for lack of timely performance.) **NAR RR: Sec 2.5**

Note: The listing contract 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 the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. **NAR RR: Sec 2.5 Note 1 NAR RR: Sec 4**

- h. Land contracts shall be entered into the pending status upon initial purchase contract acceptance. Upon execution of the final Land Contract document, the status shall be changed to Sold with Type of Financing = Land Contract. Land Contracts should not stay in the Pending status during the contract term period.
- i. The MLS pending date of a property with a Sudden Death Contingency shall be the date the contingency is removed, not the original acceptance date.
- j. The final closing of sales shall be recorded in MLS by the listing brokerage within seven (7) business days (excluding Saturdays, Sundays, and holidays) after the closing has occurred.

- k. Failure to report a change in listing status and to submit the required paperwork within three (3) business days (excluding Saturdays, Sundays and holidays) of the event shall result in an automatic administrative charge to the Participant. (Exhibit A: "Schedule of Fees & Charges.").
 - l. The listing broker shall report to the MLS within twenty-four (24) hours that a contingency on file with MLS has been fulfilled, renewed, or the agreement canceled. **NAR Sec 2.6**
- 16.2 For any change to an Exclusive Right to Sell or Exclusive Agency Agreement requiring the seller's signature (e.g. price change, extension, etc.), the following will apply:
- a. For all listings (except corporate listings, the listing broker or office manager must sign all amendments or change forms submitted to MLS if the seller or listing agent is unavailable and further, written notice from the seller must be received by MLS within ten (10) business days or the listing broker may be subject to an administrative change for incomplete information.
 - b. For corporate listings, the listing broker or office manager must sign all amendments or change forms submitted to MLS in place of the seller's signature if a signature cannot be obtained from the corporation submitting the listing. The listing must be so marked as a corporate listing on the Exclusive Right to Sell Agreement, amendments and any other change forms.
- 16.3 Any listing filed with MLS is automatically removed from active publication on the expiration date, unless a Participant extends its listing prior to the expiration date. For non-computerized as well as Participants, a notice of renewal or extension (Amendment form may be used) signed by the seller should be received at MLS prior to the expiration date. Otherwise, it will be processed as a new listing and charges assessed accordingly. For those listings that have expired in the system, only the MLS staff can bring the listing back-on-the-market or any other status. In cases where a notice of renewal or extension is dated and signed prior to the expiration date of the original listing, an expired listing is permitted to be brought back-on-the-market or changed to another status within a maximum of three (3) business days, but only with the necessary paperwork in the MLS office, signed by both the seller and the agent or manager. **NAR RR: Sec 1.10**
- 16.4 Retention of Listings in MLS: For listings that are Active, Pending or Withdrawn, the listing data, primary images and multiple images shall remain in the MLS database until changed to an inactive status. For listings that are Leased, Expired or Canceled, the listing data shall remain in the MLS database indefinitely; the primary images shall remain indefinitely; the multiple images shall be purged after one (1) year. For listings that are Sold/Closed, the listing data shall remain in the MLS database indefinitely; the primary images shall remain indefinitely; the multiple images shall be purged after five (5) years. Attached documents shall be purged from a listing one (1) year after the listing reaches its final status (leased, expired, canceled or sold). The retention of listings is subject to change by the MLS Committee and/or Board of Directors.
- 16.5 A new listing may be entered initially into MLS as an incomplete listing. The listing will be issued a sequential MLS number, but shall not be available to anyone other than the user entering the listing. An incomplete listing cannot be printed in any report format. The listing may remain in the incomplete status as long as it is refreshed as an incomplete listing. An incomplete listing may remain idle (not refreshed) for no longer than 7 calendar days, at which time it shall be automatically purged.
- 16.6 If a timeframe to negotiate a contract is entered in the MLS remarks, it must be located in the Marketing Remarks and must also include a disclaimer statement that indicates the seller may accept an offer any time prior to date indicated.
- E.g. "All submitted contracts will be reviewed on Sunday. The seller may accept an offer any time prior to Sunday."

- 16.7 Listings utilizing the Under Construction status must be changed to Active no later than the issuance of the Certificate of Occupancy.

ARTICLE 17 – APPOINTMENTS TO SHOW & NEGOTIATE OFFERS ON A COOPERATING BROKER'S LISTING

- 17.1 All appointments for showings and all 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 cooperating brokers (acting either through subagency, buyer agency or both) specific authority to show and/or negotiate directly with the seller, so stated in the "Agent Remarks" portion of the property data form, or
 - b. unless the seller has stipulated otherwise in writing in the listing contract and such stipulation also appears in the listing information.
 - c. agents must be physically present for all showings unless prior written express consent is given by the listing agents and/or seller to the contrary. **NAR RR: Sec 2**
- 17.2 The cooperating broker (subagent or buyer agent) or their representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. **NAR RR: Sec 2.3**
- 17.3 The listing broker or their representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except 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. **NAR RR: Sec 2.4**
- 17.4 Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or the written notification that the seller has waived the obligation to have the offer presented. **NAR RR: Sec 2.3**
- 17.4 Failure to make appointments to show through the listing broker, or contacting the seller directly for any reason, other than those reasons listed in Article 18.1.a,b, shall be subject to actions taken by the Operations Committee under Article 33, "Enforcement."
- 17.5 Clearing prospects' names with the listing broker on listings in MLS is not necessary.
- 17.6 When an appointment is scheduled to show another cooperating broker's listing, one (1) of the cooperating broker's agents or managers must accompany the prospect unless special arrangements are made with the listing and/or cooperating brokers.
- 17.7 Subscribers shall not allow showings of listings in the Coming Soon status.
- 17.8 Subscribers shall only present offers on a listing in the Coming Soon status to the seller after the listing has moved to the Active status.

ARTICLE 18 – BROKER RECIPROCITY (BR) OR (IDX)

SEE APPENDIX A

ARTICLE 19 – VIRTUAL OFFICE WEBSITE (VOW) RULES

SEE APPENDIX B

ARTICLE 20 – AGENCY DISCLOSURE AND CO-OP SALES

- 20.1 The cooperating broker's agent should provide the Ohio Real Estate Commission's Agency Disclosure Statement to the prospective buyer as soon as practical, but in no event later than the preparation or submission of the offer to purchase. The Agency Disclosure Statement, signed and dated by the buyer, should be presented to the listing broker at the time of delivery of an offer to purchase. The seller's exclusive agent should provide a copy of the Agency Disclosure Statement to the seller prior to the presentation of an offer to purchase. If the seller is not represented by an agent, the agent preparing and submitting the offer should provide a copy of the Agency Disclosure Statement directly to the seller prior to the presentation of the offer.
- 20.2 In a cooperative sale, the cooperating broker is not the agent for the buyer, unless a buyer broker contractual agreement is in place. Payment of commission does not create agency.
- 20.3 A cooperating broker shall present all offers, covering all details requested by the prospective buyer, in writing with the earnest money, if any, and an Agency Disclosure Statement, to the listing broker. If the cooperating broker contacts or attempts to negotiate with the seller directly, for any reason, other than those reasons listed in Article 18.1.a and b: "Appointments to Show and Negotiate Offers On A Cooperating Broker's Listing," the cooperating broker is subject to actions taken by the Operations Committee under Article 33, "Enforcement" if the listing broker files a written complaint.
- 20.4 The listing broker must make arrangements to present offers as soon as possible. **NAR RR: Sec 2.1**
- 20.5 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 should recommend that the seller(s) obtain the advice of legal counsel prior to acceptance of the subsequent offer. **NAR RR: Sec 2.2**
- 20.6 When the seller rejects an offer, the listing broker shall endeavor to have the seller write thereon: "rejected," the date rejected, and their initials so that the prospective buyers will know that their offer was presented to the seller.

ARTICLE 21 – COOPERATION AND COMPENSATION

- 21.1 In filing a property with MLS, the listing broker is making unilateral blanket offers of cooperation to other cooperating brokers, and shall therefore specify on each listing filed, the compensation being offered to the other cooperating brokers. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what the compensation shall be prior to the endeavor to sell. Such compensation amount is unconditional and any time the commission amount is subject to conditions, that listing is ineligible for inclusion in the MLS and shall be removed. **NAR POL: G Sec 5 NAR RR: Sec 5**
- 21.2 The listing broker shall enter the compensation it will pay a buyer broker, as either: 1) a percentage (%) of the gross selling price, or 2) a definitive \$ dollar amount which is applicable to such listing, in the "Commission Coop" field. Any entry other than a dollar amount or percentage is considered inappropriate

and will result in an incomplete/inaccurate information fee.

Offers of compensation (e.g. bonuses), in addition to the amount offered in the required compensation fields, may be included in the Agent remarks only and are considered an unconditional compensation offering. Any compensation offerings entered into the Agent remarks shall not reduce the amount entered into the required compensation fields; shall be without conditions; and shall not include offers of compensation by non-members of MLS (e.g. "Seller will pay bonus").

21.3 If the listing broker desires to offer to any cooperating broker compensation other than the compensation indicated on its listings as published by MLS, it shall be accomplished by advance notification by letter to the other cooperating broker. **NAR POL: G Sec 5**

21.4 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 solely by the listing broker 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 to the cooperating broker by the listing broker when the arrangement is made with the seller/landlord at any time prior to acceptance of a contract to purchase. **NAR RR: Sec 5.3**

The listing broker shall, for this type of arrangement, use one of the additional designations for type of contract of ERV (Exclusive Right To Sell with a Variable Rate Commission), EAV (Exclusive Agency with a Variable Rate Commission), or BEV (Buyer Exclusion with a Variable Rate Commission). 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. **NAR RR: Sec 5.3**

21.5 The listing broker may also, at their option, offer to compensate buyer agents at the same time the subagency offer is made. Any offer to compensate buyer agents is at the discretion of the listing broker and the amount of compensation offered to buyer agents, if any, may vary from that offered to subagents. An agent representing prospective buyers is not to assume that the offer of compensation to subagents also applies to buyer agents. Buyer agents are to refer to the field "Commission-Coop" for their offer of compensation.

The listing broker shall specify, on each listing filed with the MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease). 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 contract. 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 contract; 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 contract might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing contract might not be paid. **NAR RR: Sec 5**

The Listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different. **NAR RR: Sec 5**

Offers of compensation (e.g. bonuses), in addition to the amount offered in the required compensation fields, may be included in the Agent remarks only and are considered an unconditional compensation offering. Any compensation offerings entered into the Agent remarks shall not reduce the amount entered into the required compensation fields; shall be without conditions; and shall not include offers of compensation by non-members of MLS (e.g. "Seller will pay bonus").

21.6 The multiple listing service shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listings service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants. **NAR RR: Sec 1.9**

21.7 A listing broker making a unilateral blanket offer of compensation to cooperating participants (brokers) shall only specify:

- a. a percentage of the gross selling price offered, or
- b. a definite dollar amount offered

General invitations by listing brokers to other Participants to discuss terms and conditions of possible cooperative relationships (e.g., "Call" listing broker) or other descriptive entries (e.g., variable, fee, negotiable, etc.) shall not be accepted in MLS.

21.8 The percentage of the gross selling price offered shall be followed by a "%" sign (e.g. 2% or 4.5%). The definite dollar amount offered shall be preceded with a "\$" (e.g., \$ 1,000). In the case where the entry is "0", the entry of the % or \$ is recommended, but not required. Failure to enter the proper prefix or suffix sign when an actual dollar amount or percentage is entered (not including "0") may result in an incomplete information fee.

21.9 Participants may, but are not required to, disclose **potential** short sales to other participants and subscribers. When disclosed, participants may, at their discretion, advise other participants whether and 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 under the agent remarks. **NAR RR: Sec 5.0.1**

Note: The compensation amount entered under the Co-op field is still an unconditional amount offered by the listing broker. If the amount stated under the agent remarks is less than the listing broker's stated compensation, the listing broker may be liable for the difference.

21.10 Participant with any Ownership interest in a property: If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all MLS participants in the Marketing Remarks. **NAR RR: Sec 5.1**

Note: Since it is a requirement by law and by the Code of Ethics to disclose such information, entry of such disclosure into the Marketing remarks is required.

21.11 Participant as a 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. **NAR RR: Sec 5.2**

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

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

ARTICLE 22 – LEASE/RENTAL LISTINGS

Definitions:

Lease/Rental: Only properties where the owner/signatory of the listing contract does not intend to transfer one or more of the following: deed/ownership/title. A sale may not appear on the listing.

For Sale Only: Intent for the property to be sold and transfer one or more of the following: deed/ownership/title; or lease-purchased with no reference to the word 'option.' An offering price must be used and no rent or lease amount may be offered. A purchase contract shall be signed and the property legally able to eventually marked, SOLD.

Lease/Purchase: (Lease with Option to Buy): Considered a Lease/rental property; not a for sale property. If the buyer has the option not to purchase or must exercise the option to purchase then this would be considered a lease.

Land Installment Contract: Considered a property for sale; therefore this property shall be recognized as a for sale property.

Test to qualify the property listing type: (for sale or for lease): Will a deed/title/ownership be transferred?

- 22.1 The Rental/Lease Form Type shall be limited to Single Family, Condos, Mini Farms, 2-4 Family and 5+ unit properties only. The entry of any Rental/Lease property into MLS is not a requirement; thus, the listing broker may decide if they wish to enter the Lease/rental property into the MLS or not.
- 22.2 Rental/Lease listings (herein after noted as "Rental listings") shall only be entered under the Rental/Lease Form Type. If the listing is "For Sale" and "For Lease," the property shall be entered into MLS as "For Sale" under the appropriate Form Type and may, at the listing broker's option, be entered under the Rental/Lease Form Type.
- 22.3 Lease/Option, Rent to Own and Lease/Purchase are not options under Lease/Rental and shall pertain to listings For Sale only.
- 22.4 Only an Exclusive Right to Lease contract shall be accepted for the entry of the listing into MLS. For an Exclusive Right to Lease contract to be accepted for entry of the listing into MLS, a clause granting such authority (as described in Article 13, Section 1 (a)), must be included in the Exclusive Right to Lease contract. At no time shall an Exclusive Right to Sell or Exclusive Agency Agreement be accepted for entry of a Rental/Lease listing. When a single property is being entered "For Sale" and "For Lease," an Exclusive Right to Sell or Exclusive Agency contract shall be used for the "For Sale" listing and an Exclusive Right to Lease contract shall be used for the "For Lease" listing.
- 22.5 A single property shall be entered into MLS as "For Sale" under the Form Types of RES or MULTI under one Listing Broker. At the same time, the same property may be entered "For Rent or Lease" under the Rental/Lease Form Type by a different Listing Broker. Two separate agreements are required. If a broker/licensee with a possible purchaser contacts an owner who currently has the real estate "for lease" with another broker, such contact is not considered interference with an exclusive agency representation agreement.

- 22.6 For each individual unit for lease (4 units in a 4-family building or 5 units in a 12 unit building); each unit shall be entered into MLS individually, each receiving their own MLS #.
- 22.7 Lease listings shall be entered into MLS in their correct, physical location. MLS Rules, Articles 1 – 21 shall apply to Rental listings unless otherwise stated and addressed in Article 22, Rental/Lease Property.
- 22.9 On a For Sale listing, a reference to an MLS # of a Rental listing, that belongs to the same listing broker, may be entered into the marketing or agent remarks, but no additional terms regarding the lease, lease amount, term or compensation may appear on the For Sale listing. This information may only be entered and appear on a rental listing. The opposite may also not occur. For Sale info may only appear on the For Sale listing.
- 22.10 A violation of advertising or license law may occur if the listing broker for a For Sale listing references the MLS # or address of a For Rental/Lease listing of another broker in the marketing or agent remarks without that broker's written consent.
- 22.11 A lease amount (annual or monthly) shall be entered into MLS. At no time shall a "0" be entered.
- 22.12 Cooperative compensation amounts entered into the MLS for rental property shall be unconditional. (See Article 21.)
- 22.13 The statuses of Active, Cancelled, Expired, Withdrawn and Leased shall be used for Lease/Rental listings. At no time shall a Lease/Rental listing be entered into a Pending or Sold status. When a Lease/rental listing is rented or leased, the status of the listing shall be changed to Leased.

If a property is entered into MLS as a For Sale listing and a Lease/Rental listing and the property is rented or sold, the following may occur:

- a. If rented or leased, the Lease/Rental listing shall be entered into the Leased status and the For Sale listing may remain For Sale until the listing expires, is canceled or withdrawn with the proper signatures and paperwork;
- b. If a contract is accepted, the For Sale listing shall be entered into the Pending status. The Rental listing shall be **withdrawn if the For Sale listing is in pending and then** canceled when the property has closed.
- c. Land contracts shall be entered into the pending status upon initial purchase contract acceptance. Upon execution of the final Land Contract document, the status shall be changed to Sold with Type of Financing = Land Contract. Land Contracts should not stay in the Pending status during the contract term period.
- d. Lease/Purchase contracts shall be entered into the Leased status upon initial agreement until such time the deed transfers. At that time, the listing status shall be changed to Sold. Lease/Purchase contracts should not stay in the Pending status during the contract term period.
- e. If the property is sold, but the listing broker is instructed to keep the listing active under the Lease/Rental Form type, the Listing broker shall cancel the current Lease/Rental listing and shall re-enter the property as a new listing, which requires a new Exclusive Right to Lease agreement signed by the new owners.
- f. Each property entered under the Lease/Rental Form Type shall only be permitted one listing under either the active or withdrawn status at a time. For multiple unit properties, where the units may be leased individually, each unit shall only be permitted one listing under either the active or withdrawn status at a time.

- 22.14 Any change in rental price shall be supported by and shall only be made when authorized in writing by the

lessor. Both the lessor's and agent's signatures are required.

- 22.15 Rented before listed: A property that is rented before listed may be entered into the MLS under the same rules (Article 13.4) for "Sold before Listed" property.
- 22.16 An owner shall not, unknowingly, be forced to pay 2 commissions; one to the selling broker and one to the renting broker, if the property either sells or is rented. This is a Code of Ethics issue per the following *Standard of Practice 16-14: REALTORS® 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. (1/98)*
- 22.17 A licensee shall not advertise or alter any information regarding a listing of any property, that is not listed for sale, lease, or exchange with the licensee's brokerage, unless the licensee has first secured written permission of the owner or owners' authorized agent and fully discloses in the advertisement the name of the listing brokerage, in the same or larger size type as used to describe the property. For purposes of this division, the term alter shall not include limiting informational parts of a listing, provided such limitation, the information is not inaccurate or misleading. ODRE: advertising rule, OAC 1301:5-1-02(G).

ARTICLE 23 – SHAREHOLDER

- 23.1 The sole shareholder of the stock of the corporation known as the Multiple Listing Service of Greater Cincinnati shall be the corporation known as the REALTOR Alliance of Greater Cincinnati.

ARTICLE 24 – SHAREHOLDER MEETINGS

- 24.1 The annual meeting of the shareholder shall be held prior to the close of each fiscal (calendar) year.
- 24.2 All meetings of the shareholder shall be held at the principal office of the corporation or at such other place as may be designated in the notice of the meeting.

ARTICLE 25 – GOVERNMENT

- 25.1 The government of MLS shall be vested in its Board of Directors, who shall have all power to operate MLS, including establishment of fees, Rules and Regulations, operating policies, procedures and systems which are subject to approval by the Board of Directors of the REALTOR Alliance of Greater Cincinnati, the shareholder. The Board of Directors shall have sole authority over all finances of the MLS. They may invest funds thereof, at such time and in such investments as they deem proper, or they may hire outside professional assistance for money-management purposes. **NAR BL: Art 6**
- 25.2 The Board of Directors shall consist of:
- a. Twelve (12) persons, including the officers, shall be elected in the manner prescribed in Article 27: "Election of Officers and Board of Directors." **NAR BL: Art 6.2**
 - b. The immediate Past President with full voting rights. **NAR BL: Art 6**
- 25.3 The filling of vacancies on the Board of Directors of the MLS of Greater Cincinnati is subject to approval by the shareholder, the Board of Directors of the REALTOR Alliance of Greater Cincinnati. Such appointments shall be for the unexpired term.
- 25.4 The officers of MLS shall be a President, a President-elect, a 1st Vice President, a 2nd Vice President, a Treasurer, an Executive Vice President who shall also serve as the Corporate Secretary and any others as may be deemed advisable by the Board of Directors. The Executive Vice President shall be a professional salaried staff employee. The duties of the officers shall be such as their titles, by general usage, would

indicate and such as may be assigned to them by the Board of Directors and such as are required by law.

NAR BL: Art 6.1, 6.5

- 25.5 The President shall be the presiding officer at all meetings and shall have general supervision of the offices of MLS. NAR BL: Art 6.5.1
- 25.6 The President-elect, then the Vice President in order of priority, shall, in the absence of the President, exercise the powers and duties. In the event of the death, resignation or inability of the President to serve, the President-elect shall assume that office to complete the unexpired term and thereafter serve the full term. NAR BL: 6.5.2

ARTICLE 26 – BOARD OF DIRECTORS MEETINGS

- 26.1 The Board of Directors shall meet monthly or as often as may be ordered by the President or as determined by the Board of Directors. Notice of meetings shall be given at least three (3) days in advance of the meeting. A majority shall constitute a quorum. Meetings may be held without required notice if two-thirds (2/3) of the Board of Directors then in office are present. Any Director failing to attend three (3) meetings of the Board of Directors in a 12-month period for reasons other than those beyond their control shall forfeit their office upon a majority vote of the Board of Directors. NAR BL: Art 7.2, 7.3
- 26.2 In the absence of all Board Officers at any meeting of the Board of Directors, the board of directors present shall appoint a temporary chairperson to preside. NAR BL: Art 7.4

ARTICLE 27 – ELECTION OF OFFICERS AND BOARD OF DIRECTORS

- 27.1 The shareholder in October of each year shall elect four (4) Directors to serve three (3) year terms. The newly elected Directors shall take office January 1st following the election. NAR BL: Art 6.4
- 27.2 The Board of Directors, in their August meeting, shall elect one (1) Realtor Member Director to serve as President-elect the following calendar year. In the case of a Director elected as President-elect, he shall serve the full duration of the successive offices.
- 27.3 The President-elect shall succeed to the office of President on the first day of January following their year as President-elect, or sooner as provided in Article 25.6: "Government." The term of office shall be a calendar year, or until a successor has been elected and qualified. The President may not serve two (2) full terms in succession. NAR BL: Art 6.4
- 27.4 The newly elected Board of Directors shall be inducted into office at the December meeting of the Board of Directors. Following induction, the new Board of Directors shall elect from their ranks a 1st Vice President, 2nd Vice President, and Treasurer, each to serve a one (1) year term.
- 27.5 All officers shall take office January 1st following the election.

ARTICLE 28 – MLS COMMITTEES

- 28.1 The President shall appoint all MLS Committees, subject to confirmation by the Board of Directors. The term of a committee member shall begin on January 1st for one (1) year unless otherwise herein specified, or unless a successor is appointed and confirmed. Any vacancy shall be filled by the President and confirmed by the Board of Directors. NAR BL: Art 8
- 28.2 Standing committees of MLS shall be: a) Budget & Finance, b) Operations, c) Users, d) Lockbox.
- 28.3 The President may appoint other committees as may be deemed advisable, subject to confirmation by the Board of Directors. NAR BL: Art 8

- 28.4 Committees shall have such duties and functions as prescribed by the Board of Directors. All actions of a committee are subject to approval by the Board of Directors, unless otherwise specified herein.
- 28.5 If a member of any committee has any conflict of interest pertaining to the proceedings of the MLS committee, the committee member shall report that fact to the President and shall disqualify himself from the proceedings.
- 28.6 At committee meetings, a majority thereof shall constitute a quorum, except that when a committee consists of more than nine (9) members, five (5) shall constitute a quorum. In the event there are motions requiring Board of Director action and there is less than a quorum, the number in attendance shall be reported to the Board of Directors. NAR BL: Art 7.2
- 28.7 Any committee member who fails to attend three (3) regular or special meetings of the committee, during the fiscal year, without an excuse acceptable to the Chair, shall be automatically dropped from the committee. The vacancy shall be filled as provided in 28.1 hereof.
- 28.8 The President and President-elect shall be ex officio members of MLS Committees, without the power to vote, and shall be notified of their meetings.

ARTICLE 29 – APPOINTMENT OF COMMITTEE MEMBERS

- 29.1 Representation on the standing committees of MLS shall be according to size category of MLS Participant companies. The two size categories shall be based on the number of listings processed each year as follows:
- Large Participant Companies: The fewest number of companies that contributed at least 50% of the total listings to MLS during the time period as stated in Section 29.2.
 - Medium/Small Companies: The companies that contributed the balance of the total listings to MLS during the time period as stated in Section 29.2.
- 29.2 The year used for calculation of listings processed shall be October 1st through September 30th.
- 29.3 To be eligible for appointment to an MLS Committee the individual shall be: 1) a Realtor Member of the REALTOR Alliance of Greater Cincinnati and shall also be broker/manager of a Participant, or its agent, or 2) a Director from an adjacent Board of Realtors (one representative per Board, per Committee, is eligible for appointment to either the MLS Operations, Users or Lockbox Committees.
- 29.4 There shall be no more than one (1) member of a Participant office and no more than (2) members of a Participant company on the same Committee to MLS so long as the total number of large Participant companies is not less than four (4). If the total number of large Participant companies is three (3) or fewer, 50% of the committee shall be made up of an equal number of representatives from each of the large Participant companies. In the event that a committee member transfers, or that a committee member's company merges with another committee member's company, the committee shall remain intact with its present, appointed members carrying out each of their terms and the Chair shall inform the President of the situation.
- 29.5 One (1) Director shall be appointed as Liaison, without a vote, to each standing committee of MLS.

ARTICLE 30 – BUDGET & FINANCE COMMITTEE

- 30.1 The Budget & Finance Committee shall be composed of twelve (12) individuals, not to exceed six (6) individuals from large companies and not to exceed six (6) individuals from small and/or medium size companies at the time of the selection process.

- 30.2 The Budget & Finance Committee shall be responsible for the following:
- a. Review on a quarterly basis the financial operation of MLS as compared to the budget and, if necessary or desirable, recommend budget changes to the Board of Directors.
 - b. Determine if the amount budgeted is sufficient and/or if more/less funds should be budgeted in the forthcoming year.
 - c. Prepare the budget for the upcoming year and present that budget to the Board of Directors for approval at their November meeting.
 - d. Determine and recommend to the Board of Directors amounts to be established as fees and dues to fund the operation of MLS. The fees and dues shall be in the amounts necessary to defray the cost of operating MLS and allow for an operating reserve.
 - e. Monitor and maintain a proper level of regular and special reserves for future needs, considering the cyclical nature of the real estate industry.
 - f. Assist the Treasurer in recommending interest income that falls within MLS's investment policy guidelines.
- 30.3 The Committee shall meet quarterly, but the Chair or President may call special meetings.

ARTICLE 31 – OPERATIONS COMMITTEE

- 31.1 The Operations Committee shall be composed of twelve (12) or more individuals, not to exceed 50% of the individuals from large companies and not to exceed 50% of the individuals from small and/or medium size companies at the time of the selection process.
- 31.2 The Operations Committee shall recommend appropriate MLS Rules and Regulations, operating policies, procedures, and systems to the Board of Directors.
- 31.3 The Operations Committee shall be responsible to the Board of Directors for the operation of MLS in accordance with the adopted Rules and Regulations, operating policies, procedures and systems.
- 31.4 The Operations Committee, when it has established that violation of these Rules and Regulations and other adopted rules has occurred, shall impose the appropriate sanctions upon the Participant; i.e., fine, letter of reprimand, etc. as described in Article 33, "Enforcement." When it has been established that a severe violation of these Rules and Regulations and other adopted rules has occurred, the Committee shall recommend to the Board of Directors the appropriate sanctions that should be imposed upon the Participant; i.e., suspension or expulsion as described in Article 33, "Enforcement."
- 31.5 The Operations Committee shall consider all written complaints from Participants having to do with violation of the Rules and Regulations, provided the complaint is filed within ninety (90) days after the incident which caused the complaint. Upon receipt of a written complaint, the respondent shall be advised, in writing, of the nature of the complaint and shall answer the complaint, in writing, within ten (10) days from receipt of the complaint. The Committee shall then afford the respondent the opportunity of a hearing before preparing its findings and actions to the complaint. If found guilty of a violation that warrants possible suspension or expulsion, the Committee shall then afford the respondent the opportunity of a hearing before it prepares recommendations to the Board of Directors as to the disposition of the matter. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Operations Committee and the Board of Directors.

If, after ten (10) days following the transmittal of the Committee's (Board of Directors') determination, the alleged violation remains uncured (i.e. content is not removed or the rules violation remains uncured), then

the complaining party may seek action through a court of law. **NAR RR: Sec 9.3**

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

NAR RR: Sec 9

- 31.6 All complaints received by the Operations Committee that appear to constitute violations of the Code of Ethics of the National Association of Realtors shall be referred to the Professional Standards Committee of the REALTOR Alliance of Greater Cincinnati for disposition.
- 31.7 Any appeal of the decision of the MLS Operations Committee may be appealed within twenty (20) days of the tribunal's decision being rendered to the Board of Directors of the Board/MLS.
- 31.8 The Operations Committee is scheduled to meet bi-monthly, but the Chair or President may call other special meetings of the Committee.

ARTICLE 32 – MLS USERS SUBCOMMITTEE

- 32.1 The Users Committee shall be composed of twelve (12) or more individuals, not to exceed 50% of the individuals from large companies and not to exceed 50% of the individuals from small and/or medium size companies at the time of the selection process.
- 32.2 The Users Committee is scheduled to meet bi-monthly, but the Chair or the President may call other special meetings of the Subcommittee. The Users Committee shall report its findings and recommendations to the Operations Committee for approval.

ARTICLE 33 – ENFORCEMENT

- 33.1 Administrative charges for rule violations as stated herein are listed on Exhibit A, "Schedule of Fees and Charges." If a violation of rules is not cured within the specified time period(s), charges will continue to reoccur within the specified time period(s) until the violation is cured. EXAMPLE: Delinquent Change of Status occurs when not reported within three (3) business days beyond the signature date. The fine will reoccur every three (3) business days until status is reported.
- 33.2 The MLS Operations Committee shall be responsible for the enforcement of the MLS Rules and Regulations. When a violation of these rules appears to have occurred, a member of MLS, the Operations Committee or Board of Directors may file a written complaint, supported by evidence.
- 33.3 After a hearing that follows the procedure established in Article 31 by the MLS of Greater Cincinnati, the MLS Operations Committee is empowered to decide the case and impose penalties, consisting of one or more of the following:
 - a. Letter of Warning with a copy to be placed in Participant's file;
 - b. Letter of Reprimand with a copy to be placed in Participant's file;
 - c. A requirement that the Participant conduct an educational session at their office sales meeting on any article(s) that Participant has been deemed in violation;
 - d. A fine imposed on Participant not to exceed \$15,000 irrespective of the number of violations regarding a particular complaint;
 - e. Recommendation to the Board of Directors that Participant is suspended from the MLS for a stated period not exceeding 90 days. Following such suspension, a Participant may rejoin MLS only on the condition that it shall pay the reinstatement fee provided for in Article 8: "Reinstatement Fees," plus all past due accounts. Suspension means relinquishing all membership rights and privileges and denial of MLS services, including, but not limited to, access to the MLS system and MLS

publications. In cases where the suspension is a result of failure to abide by a membership duty, refer to Article 34.1, Suspensions & Expulsions. In cases where the suspension is for failure to pay dues, fees, or other charges, refer to Article 34.3. Although membership rights, privileges and services are withdrawn as specified in the notice of suspension, membership continues, and the suspended Participant remains obligated to pay membership dues, and to abide by the MLS Rules and Regulations during the period of suspension. Any failure to abide by the terms of suspension, or subsequent violation of the MLS Rules and Regulations, after a hearing as provided in Article 31, shall be grounds for consideration as to possible extension of the suspension or expulsion from the MLS;

- f. Recommendation to the Board of Directors that Participant is expelled from the MLS, for a specified period of one (1) to three (3) years, with the reinstatement of membership to be by application only after the end of the specified period of expulsion, with the application considered on its merits and approval of membership by the Board of Directors.

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 the imposition of other forms of discipline which will not be held in abeyance.

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. **NAR RR: Sec 7**

- 33.4 MLS Participants may not take legal action against another MLS Participant for alleged rules violation(s) unless the complaining Participant has first exhausted the remedies provided in these rules. **NAR RR: Sec 9.4**

ARTICLE 34 – SUSPENSIONS AND EXPULSIONS

- 34.1 Where suspension or expulsion from membership is the result of a failure to abide by a membership duty (i.e., violations of the Code of Ethics, Board Constitution, MLS Rules and Regulations, or other membership obligation), all listings currently filed with MLS by a suspended or expelled Participant shall, at the Participant's option, be retained in MLS inventory, but removed from any public sites or access, until sold, withdrawn, or expired, and shall not be renewed or extended by MLS beyond the termination of the listing contract in effect when the suspension became effective. **NAR RR: Sec 1.13**
- 34.2 A Participant, for the delinquency in payment of listing submission fees and other charges, shall be suspended from all services at 5:00 p.m. on the eighth (8th) calendar day from the postmark date of the certified letter of notification (usually sent between the 8th and the 10th of the month) for any of the following:
 - a. The Participant is in arrears fifty dollars (\$50) or more and thirty (30) days past the date of invoice;
or

- b. Regardless of the amount, the Participant is sixty (60) days in arrears past the date of invoice if the amount in arrears, on the certified notification, is not paid in full.

The amount in arrears includes all past due amounts plus any current charges. Participants shall pay the cost to mail the eight (8) day letter by certified mail. **NAR RR: Sec 7.1**

- 34.3 When a Participant has resigned from RAGC or MLS (or both) or where the Participant has been suspended or expelled from MLS for failure to pay dues, fees, or charges, MLS is not obligated to provide MLS services, including continued inclusion of the former Participant's listings in the MLS compilation of current listing information. Prior to any removal of a former Participant's listings from MLS, the Participant will be advised in writing of the intended removal so that the Participant may advise its clients. Following such suspension or expulsion, a firm may rejoin MLS only on the condition that it shall pay the reinstatement fee provided for in Article 8: "Reinstatement Fees," plus all past due accounts. **NAR RR: Sec 1.13**
- 34.4 Any Participant that makes payment by check, yet does not maintain sufficient funds (i.e., a "Not Sufficient Funds" (NSF) check) to provide for the delinquent amount being paid will be granted one (1) day beyond notification or attempted notification of such delinquency to pay all past due accounts by credit card, certified check or money order. Failure to do so will result in the immediate suspension of services until all amounts in arrears have been paid in full. A processing fee of \$30.00 will be assessed for any NSF checks. If two (2) or more NSF checks occur within a 12-month period, the Participant will be notified, by certified letter that any further payments will be by certified check, money order or credit card until such time that the Board of Directors determines that the Participant's credit is again in good standing.

ARTICLE 35 – ROBERT’S RULES OF ORDER

- 35.1 Robert's Rules of Order, latest edition, shall be recognized as the authority governing the meetings of the MLS, its Board of Directors and Committees, in all instances wherein its provisions do not conflict with these Rules and Regulations.

ARTICLE 36 – AMENDMENTS

- 36.1 These Rules and Regulations may be amended by a majority vote of the Board of Directors. The Operations Committee, by at least two-thirds (2/3) vote of its members, may recommend to the Board of Directors amendments to these Rules and Regulations. **NAR BL: Art 36.1**
- 36.2 An amendment to these Rules and Regulations may be requested by a Participant, provided a written request containing the requested amendment is made, in writing, to the Operations Committee.
- 36.3 Any changes in the Rules and Regulations are subject to final approval by the Board of Directors of the REALTOR Alliance of Greater Cincinnati.

ARTICLE 37 – FISCAL YEAR

- 37.1 The fiscal year of MLS shall be a calendar year. **NAR BL: 37.1 Art 9**
- 37.2 An audit by a certified public accountant shall be made at the end of each fiscal year and delivered to the Board of Directors.

ARTICLE 38 – DISSOLUTION

- 38.1 In the event that MLS shall at any time terminate its activities, the Board of Directors of the MLS shall consider and adopt a plan of liquidation and dissolution with the approval of the Board of Directors of the REALTOR Alliance of Greater Cincinnati (shareholder). Said plan shall provide for the collection of all assets,

the payment of all liabilities and the remaining portions thereof be assigned to the parent corporation, namely, REALTOR Alliance of Greater Cincinnati. **NAR BL: Art 11**

EXHIBIT A: SCHEDULE OF CINCINNATI MLS FEES AND CHARGES

REVISED: JANUARY 1, 2016

Participant Fees:

| | | |
|-----------------|----------|-------------|
| Application Fee | \$200.00 | (one time) |
| Office Dues | \$392.00 | per half |
| Licensee Dues | \$196.00 | per half |
| Staff Input Fee | \$10.00 | per listing |

Administrative Charges and Actions:

Participant Reinstatement Fees:

| | | |
|---|-------------|--------------------|
| For Participants out of MLS for three (3) to twelve (12) months | \$100.00 | per event |
| For Participants out of MLS in excess of twelve (12) months | \$200.00 | per event |
| Late Office Dues | \$20.00 | per event |
| Late Agent/Appraiser Dues | \$20.00 | per event |
| Reinstatement Fee | \$20.00 | per event |
| Late Listing Entry (three (3) business days beyond list date) | \$100.00 | per event |
| Late Listing Paperwork Submission (six (6) business days beyond entry date) | | Listing is deleted |
| Late Listing Change Entry (three (3) business days beyond entry date) | \$100.00 | per event |
| Late Change Paperwork Submission (three (3) business days beyond entry date) | \$100.00 | per event |
| Late Image Entry (five (5) business days beyond entry date) | \$100.00 | per event |
| Image Copyright Violation | \$100.00 | per listing |
| Estimated Closing Date Violation (31 days past the posted Estimated Close Date) | \$50.00 | per event |
| Late Closing Entry (seven (7) business days beyond close date) | \$50.00 | per event |
| Intentionally Incomplete/Inaccurate Information | \$100.00 | per event |
| Entry of prohibited information in free form fields | \$100.00 | per event |
| Entry of photos containing signage | \$100.00 | per listing |
| Other Violations | \$100.00 | per event |
| Failure to Complete Orientation within Forty-Five (45) Days | | Suspension |
| Providing incorrect Showing Instructions | \$50.00 | |
| Non-compliance of Federal email regulations | \$100.00 | |
| Unauthorized Access to MLS System | \$500.00 | |
| Unauthorized Use of MLS Data | \$500.00 | |
| Unauthorized Property Access | \$15,000.00 | and/or Suspension |
| Coming Soon and Advertising Violations | \$1,000.00 | first offense |

APPENDIX A: ARTICLE 18 – BROKER RECIPROCITY (BR) OR (IDX)

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. (N-Amended 5/17).

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

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

18.2 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. (N-Amended 11/09).

Engaged for the purpose of an IDX approval means Participants (other than appraisers) must actively, continually, and on an ongoing basis:

- list real property in the *CincyMLS market* as a primary agent; and/or
- represent buyers and accepts offers of cooperation and compensation made by listing brokers in the *CincyMLS market*.

NOTE: Solely engaging in referral activities *does not* qualify for an IDX Data Feed.

To determine the eligibility of an IDX Participant, the CincyMLS will look at the following criteria:

- a. Is the Participant contributing its listings to the Broker Reciprocity (BR) program?
- b. Has the Participant completed the Data Access Agreement?
- c. Has the Participant represented buyers or sellers on CincyMLS in the recent 12 months?

If the answer is yes to all three, the Participant will be deemed eligible, subject to compliance with the IDX Rules.

If the Participant has not represented a buyer or seller in the recent 12 months, additional information will be required. CincyMLS does not wish to exclude Participants who are making good faith efforts to represent buyers and sellers within the CincyMLS market but participating in the IDX/Broker Reciprocity program is intended only for those Participants who are actively engaged in the CincyMLS market.

If a Participant has not represented a buyer or seller on CincyMLS within the recent 12 months, the Participant will be asked to supply documentation of the following:

- a. Indicate whether your firm has listed or co-listed property on CincyMLS. Identify the listing by its MLS listing number.
- b. Indicate whether your firm has received compensation as a broker working with a buyer as indicated on the HUD-1 for a transaction carried out in CincyMLS. Provide the listing number involved in the transaction.

- c. If the answer to 1 and 2 are “no”, provide a list of activities other than merely operating your website and that you are attempting to obtain buyer and/or seller clients. These activities could include advertising on various websites, on social media, or in traditional media, making direct contact with consumers, etc. Include examples that demonstrate your effort to obtain clients,
- d. Confirm that you are now and will, for the foreseeable future, continue to endeavor to acquire listings of properties for sale that will be submitted to MLS or to represent buyers seeking properties for sale in the CincyMLS.

Determination of eligibility will be made by CincyMLS rules staff. Decisions may be appealed to an MLS Hearing Panel. During periodic website audits conducted by CincyMLS staff, Participants that do not appear to meet the eligibility criteria will be asked to submit new documentation. IDX/Broker Reciprocity participation is for Participants actively endeavoring to provide brokerage services to buyers and sellers, not simply providing referrals to other MLS Participants or operating a website. (L)

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

Any Participant using a third-party to develop/design its website will sign an MLS approved legally binding agreement with that third-party, which permits the third-party to receive the BR raw data on behalf of the broker. (L)

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

A Participant must make changes to their website necessary to cure a violation of the MLS Rules within five (5) business days of notice from the MLS of the violation. In those cases where the Principal/Broker does not act to cure reported violations timely, MLS may seek a cure from the Principal/Broker and/or its Third-Party Vendor by way of punitive measures deemed appropriate by the Broker Reciprocity Committee or by way of legal recourse.

If a Participant suspects “data mining” or that some form of inappropriate access of the data has occurred, the suspicion and any evidence should be reported to the MLS of Greater Cincinnati immediately for investigation and action. (L)

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

- 18.2.4 Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as status, geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperative, single-family detached, multifamily), or type of listing (e.g., exclusive right-to-sell or exclusive agency),. Selection of listings displayed through IDX must be independently made by each participant. (N-Amended 05/17 02/22)

If a Participant plans to display only a subset of MLS listings, the qualification(s) for the listings being displayed should be provided to the consumer. (L)

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

The date of the last update must be clearly displayed on the IDX display. (L)

- 18.2.6 Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (N-Amended 05/12).
- 18.2.7 Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate (not a national company or franchise (L)) 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. (N-Amended 05/12).
- 18.2.8 Any IDX display controlled by a participant or subscriber that
- a. allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,
- either or both of those features shall be disabled or discontinued for the seller’s 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 features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Article 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 feature has been disabled at the request of the seller. (N-Adopted 05/12).
- 18.2.9 Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. 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. (N Amended 05/12).
- 18.2.10 An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds, resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. (N Adopted 11/14).
- 18.2.11 Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all the available listings or fewer authorized fields. (N-Adopted 05/15).
- 18.2.12 All listings displayed pursuant to IDX shall identify the listing firm and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. * (N Amended 02/22).

18.2.13 All listings displayed pursuant to IDX shall show the MLS as the source of information. The Broker Reciprocity icon and an explanation that those properties marked with the icon are provided “Courtesy of the MLS of Greater Cincinnati” must appear on the first page where any listing data is displayed.

The following is recommended and preferred wording: “The data relating to real estate appearing on this site comes in part from the Broker Reciprocity program of the Multiple Listing Service of Greater Cincinnati”. 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. (L)

**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. (N-Amended 5/17).*

The detailed display shall also bear the listing firm’s phone number as well as the listing agent’s name and phone number immediately following the property information. (L)

18.2.14 The MLS copyright notice shall appear immediately following the property information. The listing company name and phone number, the listing agent’s name and phone number, the broker reciprocity icon, and the MLS copyright notice shall be at least as large as the largest type size used to display the listing data. This notice must appear exactly as in one of these two options:

Option A: "Copyright yyyy, MLS of Greater Cincinnati, Inc. All rights reserved." [yyyy is the current year], or

Option B: "yyyy, MLS of Greater Cincinnati, Inc. All rights reserved." [yyyy is the current year.] Note, you may not substitute a "c" in parentheses "(c)" for the copyright symbol "©." If your website cannot display the copyright symbol, you must use option A and spell out the word "Copyright." (L)

18.3 DISPLAY - The display of listing information pursuant to IDX is subject to the following rules:

18.3.1 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information, may not be displayed. (N-Amended 02/22).

- a. Any display of the “body” or “data field” of another Participant’s listing may not include any contact information or branding of the Participant who owns the website or any of its agents. (L)
- b. Any display of the “body” or “data field” of another Participant’s listing may include only the following: text data about the listing property; photo of the listing property; the logo, phone number, address, etc. of the website hosting listing broker; or for other BR listings, the BR icon, and “buttons” providing links to other information. (L)
- c. The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (N-Amended 05/12).

18.3.2 MLSs must include the listing broker’s offer of compensation for each active listing displayed on its consumer-facing website(s) and in MLS data feeds provided to participants and subscribers and must permit MLS participants or subscribers to share such information through IDX and VOW displays or through any other form or format provided to clients and consumers. The information about the offer of compensation must be accompanied by a disclaimer stating that the offer is made only to participants of the MLS where the listing is filed. (N-Amended 02/22).

18.3.3 All listings displayed pursuant to IDX shall identify the listing agent. (N)

- 18.3.4 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.
- a. The MLS Participant and their sales licensee must sign a CincyMLS Data Access Agreement whereby the Participant accepts full responsibility for the actions of their sales licensee.
 - b. The sales licensee is required to complete the RAGC CE-approved course “Social Media and Internet Advertising Law” prior to IDX approval for their website.
 - c. The sales licensee will pay a one-time (per occurrence) administrative fee for the IDX data feed. The fee amount will be determined by the Board of Directors.
 - d. Once an approved IDX data feed is established for the sales licensee, if the sales licensee later decides to switch IDX vendors, a new license agreement and fee will be required to establish a new feed.
 - e. Since a sales licensee’s IDX search is an extension of their broker’s obligation, a cooperative broker may not request to have their listings removed from a sales licensee’s IDX search page.
 - f. If a Principal/Broker Participant opts out and does not participate in the BR program, the sales licensees and non-principal appraisers of that Participant may not receive an IDX data feed and may not frame another company’s BR listing search.
 - g. Prior to making the site available to consumers, the vendor for the broker or the sales licensee must contact MLS to review and approve the site, per the IDX guidelines only, as outlined in the agreement. Any other issues are the responsibility of the broker and the sales licensee.
 - h. For those sales licensees choosing not to acquire an IDX data feed, the hyperlink to the sales licensee’s Principal/Broker’s company website must display the BR search page as it appears on the company site (same format and listing displays). The BR search page may appear without the company’s frame as long as the brokerage name (as it is registered in the MLS) appears within the frame of the sales licensee site surrounding the BR search and appears on the page, per the advertising rules of Ohio law. The name of the MLS registered sales licensee, to whom the website belongs, shall also appear on the frame as the brokerage name under the same conditions. (L)

18.3.5 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 the use of other disclaimers as necessary to protect participants and/or the MLS from liability. * (N-Amended 05/17).

**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. (N-Amended 05/17).*

Any result identifying another Participant’s listing shall include the disclaimer “Information Deemed Reliable but Not Guaranteed.” The following examples are acceptable alternatives:

More Explanatory: “The broker providing the data believes it to be correct but advises interested parties to confirm all information before relying on it for a purchase decision.”

Shorter Version: “Listing broker has attempted to offer accurate data, but buyers are advised to confirm all information.” (L)

18.3.6 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. (N-Amended 11/17).

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

18.3.8 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. * (N-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. (N Adopted 11/14).

**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. (N-Amended 05/17).*

18.3.9 Display of expired, withdrawn, and canceled listings is prohibited. (N-Amended 11/15).

18.3.10 Display of confidential information fields intended for cooperating brokers rather than consumers, including, but not limited to, sellers’ and/or occupants’ name(s), phone number(s) and email address(es), showing instructions and property security information is prohibited. (N)

18.3.11 Participants are required to employ appropriate security protection, such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. (N-Amended 05/12).

18.3.12 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 the use by consumers. (N-Amended 05/12).

18.3.13 Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant’s logo and contact information is larger than that of any third party. (N-Adopted 11/09).

18.3.14 A participating company, broker, agent, or appraiser may not advertise, in any form, that they have available for search or otherwise, “all MLS listings.” (L)

18.3.15 Participants and subscribers who share the listing broker’s offer of compensation for an active listing must display the following disclaimer or something similar. (NAR RR: Sec 5.4)

The listing broker’s offer of compensation is made only to participants of the MLS where the listing is filed.

- 18.4 The MLS Board of Directors shall create a separate “governing body” that shall suggest data changes, modifications to the rules, and recommend actions regarding violations of IDX/Broker Reciprocity. (L)
- 18.5 FEES - Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (L)
- 18.6 MLS participants and subscribers must not, and MLSs must not enable the ability to filter out or restrict MLS listings that are searchable by and displayed to consumers based on the level of compensation offered to the cooperating broker or the name of a brokerage or agent. **NAR (Statement 8.5)**
- 18.7 That participants are entitled to use, and MLSs must provide to participants, the Broker Back Office (BBO) Data, for BBO Use subject to the Terms below:

“BBO Data” means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing participant), and (ii) fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office Feed.

“BBO Use” means the use of BBO Data by participant and subscribers affiliated with the participant for the following purposes:

- Brokerage management systems that only expose BBO Data to participants and subscribers affiliated with a participant.
- Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to the participant, subscribers affiliated with the participant, and their bona fide clients as established under state law.
- Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with the participant.
- Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.

BBO Use may only be made by the participant and subscriber affiliated with the participant, except that at the request of a participant, MLS must provide BBO Data to that participant’s designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

There is no option for participants to opt-out of their listings from the Brokerage Back Office Feed Use as defined.

“Terms” mean the following:

- MLSs may impose reasonable licensing provisions and fees related to the participant’s license to use Brokerage Back Office Feed Data. MLSs may require the participant’s designee to sign the same or a separate and different license agreement from what is signed by the participant. Such provisions in a license agreement may include those typical to the MLS’s data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
- The use of roster information may be limited by the MLS participation agreement and license agreements.
- Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.

MLSs, in their reasonable discretion, may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that “Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants’ consent.” **M (NAR Statement 8.7; Adopted 2022)**

N – National
L – Local

APPENDIX B: ARTICLE 19 – VIRTUAL OFFICE WEBSITE (VOW) RULES

19.1 Virtual Office Website (VOW):

- 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 their 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. **NAR RR: Sec 19.1.a**
- 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. **NAR RR: Sec 19.1.b**
- 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 the 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. **NAR RR: Sec 19.1.c**
- 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. **NAR RR: Sec 19.1.d**

19.2 Rights of the Participant

- 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. **NAR RR: Sec 19.2.a**
- 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”). **NAR RR: Sec 19.2.b**
- 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. **NAR RR: Sec 19.2.c**

19.3 Requirements before Allowing Consumer Access to a VOW

Before permitting any consumer to search for or retrieve any MLS Listing Information on their VOW, the Participant must take each of the following steps: **NAR RR: Sec 19.3.a**

- a. 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. [NAR RR: Sec 19.3.a.i](#)

- b. 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. [NAR RR: Sec 19.3.a.ii](#)
- c. 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 their option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also ensure that any email address is associated with only one user name and password. [NAR RR: Sec 19.3.a.iii](#)
 1. 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. [NAR RR: Sec 19.3.b](#)
 2. 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. [NAR RR: Sec 19.3.c](#)
 3. 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: [NAR RR: Sec 19.3.d](#)
- d. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant; [NAR RR: Sec 19.3.d.i](#)
- e. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use; [NAR RR: Sec 19.3.d.ii](#)
- f. 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; [NAR RR: Sec 19.3.d.iii](#)
- g. 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; [NAR RR: Sec 19.3.d.iv](#)
- h. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database. [NAR RR: Sec 19.3.d.v](#)
 1. 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. [NAR RR: Sec 19.3.e](#)

2. 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 the 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. **NAR RR: Sec 19.3.f**

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. **NAR RR: Sec 19.4**

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. **NAR RR: Sec 19.5**

(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.)

19.6 **Seller's Choice to Not Display Listing or Property Addresses**

- 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 the 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. **NAR RR: Sec 19.6.a**
- 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 may cause the seller to execute a document that includes the following (or a substantially similar) provision: **NAR RR: Sec 19.6.b**

Seller Opt-Out Form

1. Please check or circle either "Yes" or "No" for each item:
 - a. Yes or No I want the listed property to be displayed on the Internet.
 - b. Yes or No I want the address of the listed property to be displayed on the Internet.
 - c. Yes or No I do not want to allow public blogging (commentary) about the listed property to be displayed on the Internet.
 - d. Yes or No I do not want to allow an automatic valuation (AVM) about the listed property to be displayed on the Internet.
2. I understand and acknowledge that, if I have selected "No" to Option A, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

- c. It is recommended that the Participant retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

19.7 Vows May Allow Third Parties:

- a. Subject to subsection (b), a Participant's VOW may allow third-parties:
 - 1. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - 2. 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." [NAR RR: Sec 19.7](#)

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. [NAR RR: Sec 19.8](#)

19.9 A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days. [NAR RR: Sec 19.9](#)

19.10 Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity. [NAR RR: Sec 19.10](#)

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. [NAR RR: Sec 19.11](#)

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, [NAR RR: Sec 19.12](#)

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. [NAR RR: Sec 19.13](#)

19.14 A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates their own VOW may contract with an AVP to have the AVP operate other VOWs on their behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant. [NAR RR: Sec 19.14](#)

- 19.15 A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:
- a. Expired, withdrawn or canceled listings.
 - b. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
 - c. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
 - d. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.
 - e. Sales price on sold data if the actual sales price of completed transactions is not accessible from public records.
- 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. **NAR RR: Sec 19.16**
- 19.17 A Participant shall cause to be placed on their 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. **NAR RR: Sec 19.17**
- 19.18 A Participant shall cause any listing that is displayed on their VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. **NAR RR: Sec 19.18**
- 19.19 A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than (500) 1-line; (100) multi-line; (100) full reports; and (100) downloadable current listings and not more than (500) 1-line; (100) multi-line; (100) full reports; and (100) downloadable sold listings in response to any inquiry. **NAR RR: Sec 19.19**
- 19.20 A Participant shall require that Registrants' passwords be reconfirmed or changed every **90** days. (Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.) **NAR RR: Sec 19.20**
- 19.21 A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on their behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party. **NAR RR: Sec 19.21**
- 19.22 A Participant shall cause any listing displayed on their 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. **NAR RR: Sec 19.22**

- 19.23 A Participant shall cause any listing displayed on their 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. **NAR RR: Sec 19.23**
- 19.24 Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS. **NAR RR: Sec 19.24**
- 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 maintained by the Participant and provided to the MLS upon request. **NAR RR: Sec 19.25**

APPENDIX C: ELECTRONIC KEYBOX SYSTEM RULES AND REGULATIONS

The following rules shall apply to all Keyholders of the Electronic Keybox System. These rules have been established by the CINCYMLS and shall remain in full force and effect until changed or modified by the Directors of CINCYMLS.

DEFINITIONS:

- 1) **CINCYMLS:** Multiple Listing Service of Greater Cincinnati.
- 2) **CINCYMLS Participant or Subscriber:** Any principal or non-principal broker, sales licensee, licensed or certified appraiser who participates in the Electronic Keybox System.
- 3) **Affiliate Member:** An individual who holds an Affiliate Membership in a local Board or Association who participates in the Electronic Keybox System.
- 4) **Keyholder:** Anyone who is issued an Electronic Key for use with the Electronic Keybox System.
- 5) **Electronic Keybox System (EKS)** – A key management system.
- 6) **Keybox:** The device that holds the physical keys to a property.
- 7) **Electronic Key:** A smartphone app used to access keyboxes.
- 8) **System Breach:** A situation where the Keybox was tampered with and the house keys removed or where unlawful access to property has occurred.

PARTICIPATION:

The EKS is a basic service of the CINCYMLS. Each CINCYMLS Participant, Subscriber or Affiliate Member in good standing with CINCYMLS is entitled to one Electronic Key activation for the EKS with CINCYMLS.

Additional Electronic Key subscriptions may be obtained for additional subscription fees to be used by unlicensed employee(s) or subcontractor(s) of a CINCYMLS Participant, Subscriber or Affiliate Member.

EKS participation requires each keyholder to execute a User Agreement prior to being issued an Electronic Key or Keybox. CINCYMLS will also enforce all rules and regulations contained in the User Agreement.

FEES:

The fees are established annually by the CINCYMLS Board of Directors.

GENERAL POLICIES:

Keyboxes may not be placed on a property without written authorization from the seller.

Keyholders shall follow the showing instructions published in the CINCYMLS, an electronic showing system, or as provided by the listing brokerage. The keybox and/or contents shall not be removed from the property without prior consent of the listing agent.

Unauthorized access to a property or Keybox is strictly prohibited. If there is evidence that an unauthorized access violation has occurred, punitive action may be issued in accordance with the REALTOR Alliance of Greater Cincinnati Professional Standards policy.

RIGHT TO LIMIT ACCESS:

The CINCYMLS may refuse to issue Electronic Keys, may terminate existing Electronic Key User Agreements, and may refuse to activate or reactivate any Electronic Key held by a Keyholder, at its sole discretion or by written direction of the Keyholder's Broker for these circumstances:

- 1) Following an arrest, and prior to conviction, for any felony or misdemeanor;
- 2) After the conviction of a felony or misdemeanor;
- 3) Any act in the determination of the CINCYMLS relating to the real estate business or puts clients, customers, or other real estate professionals at risk.

KEYBOXES AND KEYS:

Leased Keyboxes may ONLY be transferred to other CINCYMLS Participants or Subscriber Members for use within the CINCYMLS EKS until the Contractual Lease Period has expired in 2028. Keybox owners must complete and submit the Keybox Transfer Form.

A Keyholder leaving the real estate business or otherwise terminating their User Agreement must notify CINCYMLS to inactivate their Electronic Key.

ABANDONMENT OF KEYBOXES:

Upon receipt of a complaint regarding the abandonment of a Keybox at a property, CINCYMLS will notify the KeyBox holder in writing that a complaint has been filed. The Keybox holder shall have 48 hours from the notification to remove the Keybox from the property. If the Keybox is not removed within such 48-hour period, a shackle code for that Keybox shall be provided to the complainant, if they are a Keyholder, or MLS designee for removal. The complainant, if a Keyholder, may submit a Keybox Transfer Form to CINCYMLS to claim said Keybox.

AFFILIATES:

Any Affiliate who wishes to participate in the EKS of the CINCYMLS must be an Affiliate Member in good standing with a local Board or Association and must undergo a criminal background check under the guidelines established by the CINCYMLS Board of Directors. Employee(s) and subcontractor(s) of Affiliate Members must undergo a criminal background check under the guidelines established by the CINCYMLS Board of Directors. The CINCYMLS Manager will review employee and subcontractor background checks to approve or deny participation.

Affiliate Members must complete the Affiliate Application, pay the fees established by the CINCYMLS Directors, and execute a User Agreement before issuing an Electronic Key.

If an Affiliate Member's Electronic Key subscription is inactivated, a new background check must be processed before being re-activated.

Employees or subcontractors of Affiliate Members are permitted to obtain an Electronic Key as authorized by the Affiliate Member. The Affiliate Member shall assume responsibility for payments, legal responsibility, **and liability** for their employee(s) or subcontractor(s).

Employee(s) and subcontractor(s) of Affiliate Members must undergo a criminal background check under the guidelines established by the CINCYMLS Board of Directors. Employee(s) and subcontractor(s) of Affiliate Members must undergo a criminal background check under the guidelines established by the CINCYMLS Board of Directors. The CINCYMLS Manager will review employee and subcontractor background checks to approve or deny participation.

Affiliate Member EKS billing process will follow the same rules as CINCYMLS subscribers, including late fees and timelines as outlined on the Affiliate Application.

UNLICENSED EMPLOYEE(S) AND SUBCONTRACTOR(S):

Unlicensed employee(s) or subcontractor(s) are permitted to obtain an Electronic Key with authorization by a CINCYMLS Participant or Subscriber. The CINCYMLS Participant or Subscriber assumes responsibility for payments, legal responsibility, **and liability** for their unlicensed employee(s) or subcontractor(s).

Unlicensed employee(s) and subcontractor(s) must undergo a criminal background check under the guidelines established by the CINCYMLS Board of Directors. The CINCYMLS Manager will review Unlicensed Employee and Subcontractor background checks to approve or deny participation.

TERMINATION OF SERVICE:

A Keyholder may terminate the User Agreement at any time with written notice to the CINCYMLS.

Leased Keyboxes may ONLY be transferred to other CINCYMLS Participants or Subscribers for use within the Cincinnati EKS until the Contractual Lease Period has expired in 2028. Keybox owners must complete and submit the Keybox Transfer Form.

COMPLIANCE:

Unauthorized access to a property or Keybox is strictly prohibited. Permission from the Listing Brokerage or Seller must be obtained before accessing the keybox.

If there is evidence that an unauthorized access violation has occurred, punitive action may be issued in accordance with the REALTOR Alliance of Greater Cincinnati Professional Standards policy.

Upon CINCYMLS being notified of a system breach, the Electronic Key and/or Keybox used in the breach shall be deactivated immediately.

FILING A COMPLAINT:

Complaints must be filed with the REALTOR Alliance of Greater Cincinnati Professional Standards Committee.

REVISIONS:

August, 2015

July, 2018

February, 2019

April, 2021

May, 2021

June, 2021