



# **RULES & REGULATIONS**

*Amended 9/29/2025*

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#### **Adoption of NAR Multiple Listing Policy**

The Montana Regional MLS, LLC, hereby adopts the Multiple Listing Policy of the National Association of REALTORS®, as it is amended from time to time, which shall serve as the policy for interpretation and enforcement of the following MRMLS Rules and Regulations, which are based upon the NAR Model MLS Rules and Regulations.

**Abbreviations are used by NAR in advising local REALTOR® MLS organizations ONLY, and if a policy is adopted by the local REALTOR® MLS organization compliance by Participants and Subscribers is mandatory: M=Mandatory**

**Policy; R=Recommended Policy; O=Optional Policy. If a provision is adopted by MRMLS, compliance by all Participants and Subscribers is mandatory, and the symbols indicated above do not affect Participants and Subscribers obligations to comply.**

## PART A: KEY DEFINITIONS

### Section A.1: Multiple Listing Service (MLS)

A multiple listing service is:

- a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and customers and the public
- a means of enhancing cooperation among participants
- 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
- a means by which participants engaging in real estate appraisal contribute to common databases

*(Revised)*

### Section A.2: MRMLS

“MRMLS” shall mean the **Montana Regional MLS, LLC**. (herein referred to as “MRMLS”)

### Section A.3: Participant

Where the term REALTOR® is used in this explanation of policy in connection with the word member or the word participant, it shall be construed to mean the REALTOR® principal or principals, of this or any other association, or a firm comprised of REALTOR® principals participating in a multiple listing service owned and operated by the board. Participatory rights shall be held by an individual principal broker unless determined by the association or MRMLS to be held by a firm.

Participatory rights shall not be construed to include individuals other than a principal or principals who are REALTOR® members of this or any other association, or who are legally entitled to participate without association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MRMLS membership or participation unless they hold a current, valid real estate broker’s license and cooperate, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant’s licensure(s) or certification and unauthorized uses are prohibited.

Mere possession of a broker’s license is not sufficient to qualify for MRMLS participation. Rather, the requirement that an individual or firm cooperates means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MRMLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients, and to cooperate. “Actively” means on a continual and ongoing basis

during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MRMLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MRMLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

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

Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law. Additionally, the foregoing does not prohibit association multiple listing services, at their discretion, from categorizing non-principal brokers, sales licensees, licensed and certified appraisers and others affiliated with MRMLS members or participants as users or subscribers and, holding such individuals personally subject to the rules and regulations and any other governing provisions of MRMLS and to discipline for violations thereof. MLSs may, as a matter of local determination, limit participatory rights to individual principal brokers, or to their firms, and to licensed or certified appraisers, who maintain an office or Internet presence from which they are available to represent real estate sellers, buyers, lessors or lessees or from which they provide appraisal services. *(Amended 5/02)*

Where the terms subscriber or user are used in connection with a multiple listing service owned or operated by an association of REALTORS®, they refer to non-principal brokers, sales licensees, and licensed and certified real estate appraisers affiliated with an MRMLS participant and may, as a matter of local option, also include a participant's affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under the direct supervision of an MRMLS participant or the participant's licensed designee. If such access is available to unlicensed or uncertified individuals, their access is subject to the rules and regulations, the payment of

applicable fees and charges (if any), and the limitations and restrictions of state law. None of the foregoing shall diminish the participant's ultimate responsibility for ensuring compliance with the rules and regulations of MRMLS by all individuals affiliated with the participant.  
(Adopted 4/92)

Under the Board of Choice policy, MRMLS participatory rights shall be available to any REALTOR® (principal) or any firm comprised of REALTORS® (principals) irrespective of where they hold primary membership subject only to their agreement to abide by any MRMLS rules or regulations; agreement to arbitrate disputes with other participants; and payment of any MRMLS dues, fees, and charges. Participatory rights granted under Board of Choice do not confer voting privileges or eligibility for office as an MRMLS committee member, officer, or Governor, except as granted at the discretion of the local board and/or MRMLS.  
(Amended 5/97)

The universal access to services component of Board of Choice is to be interpreted as requiring that MRMLS participatory rights be available to REALTOR® principals, or to firms comprised of REALTOR® principals, irrespective of where primary or secondary membership is held.

MRMLS may charge participants and subscribers not holding primary or secondary membership in a REALTOR® association that owns MRMLS a different amount than charged to members of the association, provided that such charge is reasonably related to the actual costs of serving those members.  
(Amended 5/19)

None of the foregoing shall be construed as requiring an association to grant MRMLS participatory rights, under Board of Choice, where such rights have been previously terminated by action of that association's board of directors. (Adopted 11/95) **M**

#### **Section A.4: Subscribers and Users**

Subscribers of MRMLS include non-principal brokers, sales associates, and licensed and certified appraisers and appraiser trainees affiliated with Participants.

Users include unlicensed administrative and clerical staff, and personal assistants, who are under the direct supervision of an MRMLS Participant or the Participant's licensed designee.

#### **Section A.5: Types of Listing Agreements**

- A. Exclusive Right-to-Sell Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay compensation to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay compensation to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the

seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay compensation to the listing broker. *(Amended 5/06)*

- B. Exclusive Agency Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay compensation 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(s), the seller(s) is not obligated to pay compensation to the listing broker. *(Amended 5/06)*
- C. Open Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay compensation to the listing broker only if the property is sold through the efforts of the listing broker. *(Amended 5/06) Open Listings are not accepted into MRMLS (See Rules and Regulations Part One).*

#### **Section A.6: MRMLS Compilation**

The term MRMLS compilation, as used in these Rules and Regulations, shall be construed to include any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

#### **Section A.7 Definitions of Listing Statuses and Codes in MRMLS Database**

The statuses and codes used in the MRMLS database are defined in Section 1.18 below.

## **PART B: PARTICIPATORY ELIGIBILITY & RIGHTS ELIGIBILITY**

#### **Section B.1: MRMLS Participation**

Participants and Subscribers must comply with the following requirements and agree to the following terms of membership:

- A. Completes the MRMLS application forms, as adopted by MRMLS, and delivers same to the MRMLS office with the initial Participation fee;
- B. Provides a business address, email address and phone number, and notifies the MRMLS of any changes in contact information as soon as practicable;
- C. Agrees to comply with these MRMLS Rules and Regulations, the MRMLS governing documents, the Participation agreement, and all MRMLS policies, and all future revisions thereto;
- D. Agrees to abide by all lock box rules and to pay all lock box fees or fines as assessed by the Participant or Subscriber's Member Association/MRMLS;
- E. Pays all associated fees and fines arising from MRMLS use; and

- F. Agrees to abide by the NAR Code of Ethics & Arbitration Manual and to arbitrate disputes with other Participants and subscribers.

## **Section B.2: Payment of Account**

Payments are due and payable upon receipt and are calculated according to MRMLS records at the time of billing.

### **(a) Failure to Pay Invoices Timely**

For failure to pay any fees by the due date, service shall be suspended. Reinstatement of services and participation privileges will take place upon payment of all fees, including but not limited to late charges and NSF fees.

If a Participant is suspended from MRMLS service, their participation is automatically placed on “hold” status (see Section B.3 below) for a twelve (12) month period, after which the participation is terminated. Any outstanding balance must be paid in full to reinstate MRMLS Participation at any time.

## **Section B.3: Participant Request for Inactive Status.**

A Participant in good standing may submit a request for inactive status directed to the CEO or MRMLS. Participants who are granted inactive status may reactivate MRMLS Participation within 12 months of being granted inactive status for a fee to be established by the MRMLS Board of Governors and by paying the first month's fees in advance. Inactive status which exceeds 12 months shall be deemed a withdrawal and MRMLS Participation must be applied for and paid for pursuant to the then current rules/regulations and fee schedules.

## **Section B.4: Subscriber Request for Military Deployment Fee Credit**

In recognition of the sacrifice of military service, and in concert with subscriber's local association, MRMLS will credit that portion of monthly MRMLS fees for Subscribers who are active duty in the National Guard, Ready Reserve or actively serving. Deployment must be a minimum of 90 days.

In advance of the date of active duty, the Subscriber will provide proof of activation (letter, orders, etc.) and the date the suspension will take effect. MRMLS will credit the Subscriber's monthly paid fees from that date through the end of the period of service. Credit will be allowed even if the Subscriber's real estate license remains active with the Participant. Reactivation of the Subscriber's MRMLS service must be within thirty (30) days of end of military activation period. All fees associated with reactivation of subscription will be waived.

## **Section B.5: MRMLS Authority**

The MRMLS has the following authority:

- A. To adopt rules and regulation for the MRMLS and amendments to the same;
- B. To issue policy interpretations;
- C. To interpret rules and regulations in case of dispute;
- D. To establish fines and sanctions for violation of these rules and regulations;

- E. To enforce these rules and regulations; and
- F. To levy fines and/or sanctions for violations of any of the rules and regulations contained herein.

## **PART ONE: LISTING PROCEDURES**

### **Section 1: Listing Procedures – Mandatory Properties**

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the State of Montana, and are taken by participants as Exclusive Right to Sell and Exclusive Agency listings, shall be delivered to the multiple listing service within **48 hours, excluding weekends and holidays**, after all necessary signatures of seller(s) have been obtained:

- a. Residential (single family homes, townhouses, condos, manufactured homes) with 160.00 acres or less for sale or exchange;
- b. Vacant lots and acreage with 160.00 acres or less for sale or exchange;
- c. Multi-family (two-, three-, and four-family) residential buildings for sale or exchange.

Properties which do not meet the criteria for mandatory property may be submitted to MRMLS at the Participant's option, provided the Participant has an exclusive right to sell or an exclusive agency listing or leasing agreement.

**Note 1:** The multiple listing service shall not require a participant to submit listings on a form other than the form the participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form may be required as approved by the multiple listing service. However, the multiple listing service:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants
- assure that no listing form filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to cooperate with other participants of the multiple listing service acting as subagents, buyer agents, statutory brokers, or relationships as defined by Montana law.

*(Amended)*

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service and authorization to submit property electronically to the multiple listing service. *(Amended 11/96)*

The different types of listing agreements accepted by MRMLS include:

- exclusive right-to-sell;
- exclusive agency.

The service shall not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted, except where required by law, because of the inherent nature of an open listing. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

Except where state law provides otherwise, the following terms shall be defined as follows when used in rules and regulations of any multiple listing service owned or operated by one or more associations of REALTORS<sup>®</sup>:

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

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale of the property, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations.  
(Amended 4/92)

**Note 2:** A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The multiple listing service shall decline to accept open listings and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

**Note 3:** MRMLS accepts exclusively listed property that is subject to auction, if such listings show a listed price. **M**

### **Section 1.01: Clear Cooperation Policy**

Within one (1) business day\* of marketing a property to the public, the listing broker must submit the listing to the MRMLS for cooperation with other MRMLS 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. *(NAR adopted 11/19, MRMLS adopted 4/20)* **M**

Failure to comply with this section shall be considered a Major Violation.

**Note:** Exclusive listing information for required property types must be filed and distributed to other MRMLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR Model rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MRMLS Participants.

\*(Montana law defines business days as Monday through Saturday.)

### **Section 1.1: Types of Properties**

Following are some of the types of properties that may be published through the service, including types described in the preceding paragraph that are required to be filed with the service and other types that may be filed with the service at the participant's option provided, however, that any listing submitted is entered into within the scope of the participant's licensure as a real estate broker: *(Amended 11/91)* **O**

- residential
- land
- commercial
- multi-family
- agricultural
- business opportunity
- miscellaneous property
- commercial lease

#### **Section 1.1.1: Listing Subject to Rules and Regulations of the Service**

Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s). **R**

#### **Section 1.2: Detail On & Listings Filed with the Service**

A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. **R**

At least one photograph of the property must be included at the time of entering the listing into the multiple listing service. Any renderings or digitally created, or enhanced, images included must accurately represent the subject property.

### **Section 1.2.0: Accuracy of Listing Data**

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. **M**

### **Section 1.2.1: Limited Service Listings**

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

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counteroffers
- e. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g., LR or LS) in MRMLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. *(Adopted 5/01)* **O**

### **Section 1.2.2: MLS Entry-only Listings – Not Adopted by MRMLS**

#### **Section 1.3: Multiple Listing Options for Sellers**

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

**Delayed Marketing:** Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for an indefinite period of time. A delayed marketing exempt listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be

precluded from marketing the delayed marketing exempt listing in a manner consistent with the seller's choice.

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

- disclosure about the professional relationship between the Participant and the seller;
- acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and
- confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS to other MLS Participants and Subscribers as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a delayed marketing listing

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

**Note 1:** The Multiple Listing Options for Sellers policy is designed to give consumers greater choice and flexibility in marketing their homes for sale. Each MLS has the unfettered local discretion in determining what is most suitable for their marketplace regarding a Delayed Marketing Exempt listing which includes adopting "0" days or to not implement the Delayed Marketing aspects of the Multiple Listing Options for Sellers policy

**Note 2:** MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day after the listing has been publicly marketed. See Section 1.01, Clear Cooperation. **M**

#### **Section 1.4: Change of Status of Listing**

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within **48 hours, excluding weekends and holidays**, after the authorized change is received by the listing broker.

**R**

##### **Section 1.4.1: Change of Listed Price**

Changes to listed price is not permitted while the listing status is Pending.

#### **Section 1.5: Withdrawal of Listing Prior to Expiration**

Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require MRMLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that their exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller. *(Adopted 11/96)* **M**

#### **Section 1.6: Contingencies Applicable to Listings**

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

#### **Section 1.7: Listing Price Specified**

The full gross listing price stated in the listing contract will be included in the information published in the MRMLS compilation of current listings, unless the property is subject to auction. **M**

#### **Section 1.8: Listing Multiple Unit Properties**

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the multiple listing service. **O**

#### **Section 1.9: No Control of Commission Rates or Fees Charged to Participants**

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

#### **Section 1.10: Expiration of Listings**

Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MRMLS receives notice that the listing has been extended or renewed. *(Amended 11/01)*

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. *(Amended 11/01)* **M**

#### **Section 1.11: Termination Date on Listings**

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

#### **Section 1.12: Service Area:**

Only listings of the designated types of property located within the State of Montana are required to be submitted to the service. Listings of property located outside the State of Montana will not be accepted in the MRMLS.

### **Section 1.13: Listing of Suspended Participants**

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

### **Section 1.14: Listing of Expelled Participants**

When a participant of the service is expelled from the MRMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MRMLS bylaws, MRMLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MRMLS by the expelled participant shall, at the participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MRMLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association (except where MRMLS participation without association membership is permitted by law) or MRMLS (or both) for failure to pay appropriate dues, fees, or charges, an association MRMLS is not obligated to provide MRMLS services, including continued inclusion of the expelled participant's listings in the MRMLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MRMLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise their clients. **M**

### **Section 1.15: Listing of Resigned Participants**

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

### **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 MRMLS must include a legal description of the property sufficient to describe its location. (Adopted 05/21) M

### **Section 1.17: Deletion of Listings**

Limited circumstances justify the deletion of a listing from the MRMLS if requested by the Listing Office Participant in writing. For example, a listing entered in the wrong property type or erroneously entered twice can be deleted by MRMLS staff. Any other requests for deletion of a listing must be made in writing to the CEO of the MRMLS, and the Participant may appeal any decision to the MRMLS Board of Governors.

### **Section 1.18: Prospective Buyers Excepted from Listing Contract**

When a seller excepts named individuals who potentially could purchase the property from the exclusive-right-to-sell listing, the MRMLS Participant and Subscriber must disclose such arrangement in the Member-Only remarks section in the MRMLS. This shall be done not by naming the excepted individuals, but by stating something to the effect of "*potential purchasers excepted from listing, call listing agent.*"

### **Section 1.19: MRMLS Statuses Defined and Codes Explained:**

The following statuses are used in the MRMLS database:

- a. **Active:** A listing contract is in effect and there have been no offers accepted.
- b. **Under Contract Taking Back-Up Offers:** An offer has been accepted which has contingencies and Seller is actively soliciting other offers. Seller agrees the property will be marketed through the MRMLS and to allow the property to be shown to prospective buyers.
- c. **Under Contract with Bump Clause:** An offer has been accepted which includes a contingency for the sale of the buyer's property; Seller is actively soliciting back-up offers. Seller agrees that the property will be marketed through the MRMLS and to allow the property to be shown to prospective buyers.
- d. **Pending:** An offer has been accepted and Seller is not accepting back up offers. The accepted offer may or may not have contingencies. Regardless of the terms of the accepted offer, Seller is not marketing the property through the MRMLS during the contingency period. Pending status remains until it is closed and does not "expire" when listing contract expires.
- e. **Withdrawn:** The property listed in the MRMLS is withdrawn from being marketed through the MRMLS pursuant to the Seller's instructions, but the listing contract remains in effect and the Listing Broker continues to represent the Seller until the Listing is cancelled or expires.

- f. **Cancelled:** The listing contract has been terminated prior to the expiration date.
- g. **Expired:** The listing contract's term has been completed and the contract expired on the expiration date.  
filt
- h. **Sold/Closed:** The property's ownership has transferred from Seller to Buyer.

Listings with Active and Under Contract statuses (a, b and c above) shall be included in the IDX feeds to Participant/Subscriber/Third Party websites unless the Listing Broker restricts internet advertising in the MRMLS settings per the Seller's instruction in the Listing Agreement.

Listings with the Pending, Withdrawn, Cancelled, Expired and Sold/Closed statuses shall not be included in IDX feeds to be displayed on IDX websites, and shall be visible only to MRMLS Participants and Subscribers, not the general public, via the MRMLS. MRMLS may provide all statuses in feeds to third party vendors which are contracted by MRMLS to provide Participants and Subscribers services. *(revised 4/20/16; effective 5/1/16)*

While the status of a listing is Active, Under Contract Taking Back-Up Offers or Under Contract with Bump Clause the days on market (DOM) and the cumulative days on market (CDOM) will accumulate. If a property has been previously listed with the MRMLS, CDOM will reset to zero after that property has been cancelled or expired in status for a total of at least 90 days. CDOM will also reset to zero for subsequent listings of a property once the status has been updated to closed for the previous listing.

### **Section 1.20: Co-Listings**

Listings which are co-listed by two or more Subscribers shall be entered once into the multiple listing service. No duplicate entries shall be allowed. The co-listing Subscribers must determine who shall be identified as the "primary" listing agent/Subscriber in the multiple listing service. Co-listing Subscribers shall be allowed to edit the listing. *(added 3/4/16)*

## **PART TWO: SELLING PROCEDURES**

### **Section 2: Showings and Negotiations**

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the multiple listing service shall be conducted through the listing broker, except under the following circumstances:

- a. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or

- b. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative.

However, the listing broker, at their option, may preclude such direct negotiations by cooperating brokers. *(Amended 4/92)* **M**

### **Section 2.1: Presentation of Offers**

The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so. *(Amended 4/92)* **M**

### **Section 2.2: Submission of Written Offers and Counter-offers**

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

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. *(Amended 11/05)* **M**

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

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 they secure to purchase or lease. They do 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 or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. *(Amended 4/92)* **M**

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, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. *(Adopted 11/19)* **M**

### **Section 2.4: Right of Listing Broker in Presentation of Counter-offer**

The listing broker or their representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. They do 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. *(Adopted 11/93)* **M**

### **Section 2.5: Reporting Status Changes & Sales to the Service**

**Status changes** shall be reported to the multiple listing service by the listing broker within **48 hours, excluding weekends and holidays**, after they have occurred. Sales of listings in the multiple listing service and the sold price shall be reported to the multiple listing service by the listing broker within **48 hours, excluding weekends and holidays**, after closing.

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

**Note 2:** Montana is a non-disclosure state, where the actual sale prices of completed transactions are not publicly accessible. Therefore, failure to report sale prices to MRMLS can result in disciplinary action because, pursuant to NAR policy, MRMLS:

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

The MRMLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MRMLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. *(Adopted 11/11)* **M**

### **Section 2.6: Reporting Resolution of Contingencies**

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

**Section 2.7: Advertising of Listings Filed with the Service**

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

**Section 2.8: Reporting Cancellation of Pending Sale**

The listing broker shall report immediately to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated immediately. **M**

**Section 2.9: Disclosing the Existence of Offers**

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. *(Amended 11/08)* **O**

**Section 2.10: Availability of Listed Property**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. *(Adopted 11/05)* **M**

**PART THREE: REFUSAL TO SELL****Section 3: Refusal to Sell**

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

**PART FOUR: PROHIBITIONS****Section 4: Information for Participants Only**

Any listing filed with the service shall not be made available to any broker or firm not a member of the MRMLS without the prior consent of the listing broker. **M**

**Section 4.1: For Sale Signs**

Only the for sale sign of the listing broker may be placed on a property. *(Amended 11/89)* **M**

**Section 4.2: Sold Signs**

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. *(Amended 4/96)* **M**

### **Section 4.3: Solicitation of Listing Filed with the Service**

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

**Note:** This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This section is intended to encourage sellers to permit their properties to be filed with the service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MRMLS filing of the date the listing will expire and desire to substitute themselves for the present broker. This section is also intended to encourage brokers to participate in the service by assuring them that other participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

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

### **Section 4.4: Use of the Terms MRMLS and Multiple Listing Service**

No MRMLS participant, subscriber, or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MRMLS rules to provide to clients or customers is available on their websites or otherwise. *(Adopted 11/07)* **O**

### **Section 4.5: Services Advertised as “Free”**

MRMLS 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. *(Adopted 2/22)* **M**

#### **Section 4.6: No Filtering of Listings**

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. **M**

### **PART FIVE: No Compensation Specified on MLS Listings**

#### **Section 5: No Compensation Offers in MLS**

MRMLS must not accept listings containing an offer of compensation in the MLS to other MRMLS Participants and Subscribers. Further, the MLS may not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator's website for such purpose) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives. Use of MRMLS data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in MRMLS terminating that Participant's access to any MRMLS data and data feeds.

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

Violations of section 5 of the MRMLS Rules & Regulations, shall be considered in excess of a Major Violation and shall be subject to a fine of \$1,000.00 per occurrence. Additionally, after two violations of section 5 of the MRMLS Rules and Regulations in a calendar year, a participant or subscriber shall have their MRMLS access suspended for a period of thirty (30) days. After three violations of section 5.0.0 of the MRMLS Rules and Regulations in a calendar year, a participant or subscriber shall have their MRMLS access suspended for a period of one-hundred and eighty (180) days. After four violations of section 5.0.0 of the MRMLS Rules and Regulations in a calendar year, a participant or subscriber shall have their MRMLS access terminated with no right to reapply for a period one (1) year.

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

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

**Note 3:** Multiple Listing services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion require Participants to disclose potential short sales when Participants know a transaction is a potential short sale. **M**

### **Section 5.0.0: Disclosure of Compensation**

MRMLS Participants and Subscribers must:

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

Violations of section 5.0.0 of the MRMLS Rules & Regulations, shall be considered in excess of a Major Violation and shall be subject to a fine of \$1,000.00 per occurrence. Additionally, after two violations of section 5.0.0 of the MRMLS Rules and Regulations in a calendar year, a participant or subscriber shall have their MRMLS access suspended for a period of thirty (30) days. After three violations of section 5.0.0 of the MRMLS Rules and Regulations in a calendar year, a participant or subscriber shall have their MRMLS access suspended for a period of one-hundred and eighty (180) days. After four violations of section 5.0.0 of the MRMLS Rules and Regulations in a calendar year, a participant or subscriber shall have their MRMLS access terminated with no right to reapply for a period one (1) year.

### **Section 5.0.1: Disclosing Potential Short Sales**

Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other participants and subscribers. **M**

### **Section 5.0.2: Written Buyer Agreements Required**

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

- a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.

- b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
- c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. *(Adopted 8/24)* **M**

Violations of section 5.0.2 of the MRMLS Rules & Regulations, shall be considered in excess of a Major Violation and shall be subject to a fine of \$1,000.00 per occurrence. Additionally, after two violations of section 5.0.2 of the MRMLS Rules and Regulations in a calendar year, a participant or subscriber shall have their MRMLS access suspended for a period of thirty (30) days. After three violations of section 5.0.2 of the MRMLS Rules and Regulations in a calendar year, a participant or subscriber shall have their MRMLS access suspended for a period of one-hundred and eighty (180) days. After four violations of section 5.0.2 of the MRMLS Rules and Regulations in a calendar year, a participant or subscriber shall have their MRMLS access terminated with no right to reapply for a period one (1) year.

#### **Section 5.1: Participant or Subscriber as Principal**

If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service participants. **M**

#### **Section 5.2: Participant or Subscriber as Purchaser**

If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant wishes to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. *(Adopted 2/92)* **M**

## **PART SIX: SERVICE CHARGES**

### **Section 6: Service Fees and Charges**

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

#### **Section 6.1: Initial Participation Fee**

An applicant for participation shall complete the application and pay the applicable one-time Participation fee set annually by the Board of Governors.

## **Section 6.2: Recurring Participation Fee**

The annual participation fee of each participant shall be equal to the subscriber fee set annually by the Board of Governors, times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be billed to each subscriber thirty (30) calendar days in advance of due date. Subscriber fees shall be prorated to the month the license was issued.

Participants shall notify MRMLS immediately of licensees who are newly associated or those who are no longer associated. Failure to do so within fifteen (15) days shall result in a fine of \$50.00 to the Participant.

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

### **Section 6.2.1: Waiver**

Participants will be given the option of a no-cost waiver of MRMLS Fees and Keycard Fees for any licensee or licensed or certified appraiser who declares a subscription to a different MLS where the principal broker participates.

To be granted a waiver, the applicant (hereinafter, "Waiver Applicant") must satisfy and continue to satisfy all of the following requirements:

1. Waiver Applicant is NOT a Listing agent for any active Listing included in the MRMLS;
2. Waiver Applicant does NOT possess, control, or use a lockbox key to enter, view, or show any property that is listed in the MRMLS;
3. Waiver Applicant does NOT directly or indirectly access or use in any manner whatsoever the Listing information stored in the MRMLS. Such access and use include, but is not limited to, direct access to or use of the MRMLS and the use of the other devices or services provided by the MRMLS or its affiliated or licensed vendors or suppliers, that permit access to and use of any Listing information from the MRMLS; and
4. Waiver Applicant does NOT use the MRMLS to list properties for sale or lease or to identify or locate properties for any potential buyers or lessees.

Both the Waiver Applicant and the Participant with whom the applicant is affiliated through licensure, shall attest and certify in writing that Waiver Applicant meets all of the requirements for waiver of participation and shall agree to notify MRMLS within fifteen (15) Days of the change should any of the requirements for continuing the waiver no longer be met. Violations of the Waiver are outlined in Section 9.14.

### **Section 6.3: Recurring Subscriber Fee for Unlicensed Administrative/Clerical Staff/Extra Agent Access**

The recurring subscriber fee of each affiliated unlicensed administrative and clerical staff, personal assistants, shall be set annually by the Board of Governors and is the responsibility of the Participant.

In the event a Participant operates a satellite office and a managing broker requires access to the multiple listing service to supervise the listings of that satellite office, an “Unique Agent Access Code” may be issued to the managing broker and the Participant will be assessed a fee equal to the fee above.

### **Section 6.4: Listing Fee**

MRMLS currently does not charge a listing fee, but reserves the right to do so at the discretion of the Participants. In the event the Participants impose a Listing Fee, the following shall be the applicable policy: A participant shall pay a monthly listing fee in an amount equal to the number of listings they filed with the service during the previous month, multiplied by the listing fee of \$\_\_\_ per listing (amount to be determined by the Participants and Board of Governors).

### **Section 6.5: MRMLS Security Activation Fee**

A one-time MRMLS Security Activation Fee to be set annually by the Board of Governors shall be assessed to the Subscriber upon establishing a new account.

### **Section 6.6: Payment of Subscriber Fees**

On July 1<sup>st</sup>, Subscriber Fees shall be due annually. Subscriber Fees shall be determined by the Board of Governors each year based on the cost of providing MRMLS Service, are due and payable annually and will be billed to each subscriber thirty (30) calendar days in advance. Any subscriber who has not paid by the bill due date will be denied access until payment is received.

- a) In addition to any regular fees, late fees are to be assessed at \$50.00 if not paid by the bill due date and service shall be suspended.
- b) A Reinstatement Fee of \$75.00 shall be charged to each subscriber if not paid 30 days after due date in addition to the late fee.
  - i. Each office will be assessed \$100.00 per subscriber in each office who have not paid or the office has not provided the Status/Change Form for termination of that member. If the office does not pay the fine within 30 days of notification, all services for the office will be suspended.
- c) Pursuant to Section A.3 (Participant) and Section A.4 (Subscriber), a current, valid real estate salesperson’s license, broker’s license or license to appraise real estate is required to maintain access to MRMLS services. Therefore, Participants and Subscribers must notify MRMLS immediately if they no longer hold a current, valid real estate salesperson’s license, broker’s license or license to appraise real estate. Participants or Subscribers failing to notify MRMLS within two business days that their license is no

longer current and valid will have their access to MRMLS services immediately suspended and will be assessed a \$1,000 reinstatement fee to resume access to MRMLS services.

Upon suspension of MRMLS service, a Participant's participation is automatically placed on "hold" status (see Section B.3 below) for a twelve (12) month period, after which the participation is terminated. Any outstanding balance must be paid in full to reinstate MRMLS Participation at any time.

### **Section 6.7: Lockbox Key Billing**

As a service to its Member Associations, MRMLS may include on its billing statements fees assessed by the Member Association(s) for electronic lock box keys. Said fee is due and payable to MRMLS under the same terms and conditions as the Participation/Subscriber fees.

## **PART SEVEN: COMPLIANCE WITH RULES**

### **Section 7: Compliance with Rules—Authority to Impose Discipline**

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

- a. letter of warning
- b. letter of reprimand
- c. attendance at MRMLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of MRMLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f. termination of MRMLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Adopted 11/07, Revised 11/14)* **M**

**Note 1:** A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of MRMLS rules during the probationary period may, at the discretion of the Board of Governors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. *(Revised 05/14)* **M**

**Note 2:** MRMLS 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 MRMLS rules, except that MRMLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. MRMLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. *(Adopted 11/20)* **M**

### **Section 7.1: Compliance with Rules**

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

- a. For failure to pay any fine by the due date, a late fee of \$50 shall be added to the invoice and service shall be suspended.
- b. for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

*(Amended 11/88)* **R**

### **Section 7.2: Applicability of Rules to Users and/or Subscribers**

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

## **PART EIGHT: MEETINGS**

### **Section 8: Meetings**

The meetings of the Board of Governors of MRMLS for the transaction of business of the service and meetings of the Members of MRMLS shall be held in accordance with the provisions of Operating Agreement of MRMLS, LLC. **R**

#### **Section 8.1: Meetings of the MRMLS Participants**

The Board of Governors of MRMLS may call meetings of the MRMLS Participants at any time, with written (or emailed) notice. Meetings of MRMLS Participants may also be called by written request directed to the President of the Board of Governors and signed by a majority of the Members of MRMLS. The President of the Board of Governors shall preside at all meetings. When the President is absent, the Vice President or other elected Officer of the MRMLS may preside.

## **PART NINE: ENFORCEMENT OF RULES OR DISPUTES**

### **Section 9: Consideration of Alleged Violations**

The Board of Governors shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Governors.

When requested by a complainant, MRMLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, MRMLS will appoint a representative to serve as the complainant. *(Amended 11/20) M*

### **Section 9.1: Violations of Rules and Regulations**

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it shall be considered and determined pursuant to these Rules and Regulations and the process set forth in Section 9.1.1.

#### **Section 9.1.0: Administrative Sanctions**

In any instance where a participant in an association multiple listing service is charged with a violation of MRMLS bylaws and/or rules and regulations of the service, and such charge does not include alleged violations of the Code of Ethics or the Standards of Conduct for MRMLS participants, or a request for arbitration, the MRMLS may impose administrative sanctions.

Alleged violations of the MRMLS Rules and Regulations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. In the event the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. *(Adopted 2/98; Amended by MRMLS 12/10) M*

**Section 9.1.1: Automatic Assessment of Fine by MRMLS Staff; Process to Request Administrative Review by MRMLS Data Integrity Panel; Appeal of Administrative Review**

#### **a) Initiation of Allegation of Violation:**

The MRMLS Staff is granted the authority by the Board of Governors to enforce the MRMLS Rules and Regulations and shall automatically assess the appropriate fine(s) for any violation(s) found. Also, Participants or their affiliated licensees may submit complaints or possible violations to the MRMLS Staff. In the event a complaint is received by MRMLS Staff, it will be forwarded to the MRMLS Data Integrity Panel for review pursuant to (c) below.

**b) Audit Authority of MRMLS Staff**

The MRMLS Staff has the authority to request documentation to determine whether the MRMLS rules and regulations are being followed, or if an apparent violation has occurred. When documentation is requested, it must be faxed, emailed or hand-delivered within 24 hours of the request. Copies must be legible and will be destroyed after review or after final hearing (as set forth below). No original documents will be accepted. At no time is confidential listing information (e.g., total commission) disclosed. Failure to comply with this section shall be considered a Minor Violation.

**NOTE:** It is not the intention of MRMLS to be punitive. The fining procedures are instituted so Participants can be assured the MRMLS contains accurate and up-to-date information.

**c) Administrative Review by MRMLS Data Integrity Panel**

The Board of Governors shall appoint at least three (3) MRMLS Participants and/or Subscribers to the MRMLS Data Integrity Panel. None of the Data Integrity Panel members shall be from the same brokerage firm as the member with the alleged violation.

There are two means by which a violation of the MRMLS Rules & Regulations can be reviewed by the MRMLS Data Integrity Panel:

1. A subscriber who is assessed a fine for violation of the MRMLS Rules and Regulations by MRMLS Staff pursuant to section (a) above may request an administrative review of the fine by an MRMLS Data Integrity Panel. All requests for administrative review by the MRMLS Data Integrity Panel must be in writing and received by the MRMLS within twenty (20) days of notice of the violation or assessed fine. The request for administrative review should clearly indicate the basis on which the assessed fine is being challenged and should provide any documentation to support a waiver of the fine.

The MRMLS Data Integrity Panel will issue its decision in writing to the Participant.

2. A complaint may be submitted by an MRMLS Participant or subscriber or by MRMLS Staff of an alleged violation without a fine being automatically assessed to the subscriber. The MRMLS Data Integrity Panel may consider all evidence submitted with the complaint and may, at the MRMLS Data Integrity Panel's discretion, request additional information from the alleged violating subscriber. The MRMLS Data Integrity Panel has the authority to dismiss the complaint, determine a violation and issue a fine, or forward it to a hearing before the MRMLS Hearing Panel as set forth in (d) below.

If the MRMLS Data Integrity Panel determines that a violation has occurred, it can impose a sanction provided that the alleged violating Participant has the right to request a hearing by a panel of three (3) members of the Board of Governors ("MRMLS Hearing Panel"). The Participant shall have twenty (20) days from notification of the MRMLS Data Integrity Panel's decision to file a request for a hearing.

**d) Hearing by MRMLS Hearing Panel**

The MRMLS Data Integrity Panel can send an alleged violation to the MRMLS Hearing Panel for a hearing, or the Participant may appeal a decision of the MRMLS Data Integrity Panel to the MRMLS Hearing Panel. The MRMLS Hearing Panel shall be comprised of 3 members of the Board of Governors, none of whom shall be from the Participant's brokerage firm or have served on the MRMLS Data Integrity Panel which reviewed Participant's alleged violation.

The MRMLS Hearing Panel will conduct a hearing, which shall be held and conducted pursuant to the NAR Code of Ethics and Arbitration Manual. The hearing will be considered at the next regularly scheduled meeting of the MRMLS Board of Governors, or at a time set for consideration by the Hearing Panel. The Participant shall be given at least twenty (20) days-notice of the hearing and shall be afforded full opportunity to present their case challenging the violation. The MRMLS Hearing Panel will issue its decision in writing to the Participant.

If the MRMLS Hearing Panel determines that a violation has occurred, it can affirm or modify the sanction of the MRMLS Data Integrity Panel (if one was imposed).

The decision of the MRMLS Hearing Panel is final. Each member of MRMLS, by becoming and remaining a member, agrees not to seek review in any court of law of any decision of the Board of Governors, in the absence of willful or wanton misconduct.

**e) Insufficient Number of MRMLS Board Members**

In the event there are insufficient qualified MRMLS Board of Governors members for a Hearing Panel, the MRMLS Board President may appoint MRMLS Participant(s) in Good Standing to serve in the same capacity as an MRMLS Board of Governors member. In the event the MRMLS Board President has a conflict of interest, the Vice President shall so appoint.

**Section 9.2: Complaints of Unethical Conduct**

All other complaints of unethical conduct shall be processed and considered pursuant to The Multi-Association Professional Standards Enforcement Procedures Agreement entered by all Members of MRMLS.

**Section 9.3: Violation Categories and Fine Amounts (See Appendix A)**

Most violations of the MRMLS Rules and Regulations have been categorized as either Major Violations or Minor Violations. Fines will be assessed on an MRMLS invoice within fifteen (15) business days from the violation and shall be paid within 15 days of invoice date. Failure to pay fines as assessed will be a violation and subject to additional fines, late fees and possible suspension of MRMLS access.

**Section 9.3.1: Minor Violations:** Fines for minor violations will be as follows:

- 1<sup>st</sup> offense per user within a calendar year: \$50.00
- 2<sup>nd</sup> offense per user within a calendar year: \$100.00
- 3<sup>rd</sup> offense per user within a calendar year: \$150.00

- 4<sup>th</sup> and subsequent offenses convert to a Major Violation fine structure and are to be considered a Major Violation.

**Section 9.3.2: Major Violations:** Fines for major violations will be as follows:

- 1<sup>st</sup> offense per user within a calendar year: \$150.00
- 2<sup>nd</sup> offense per user within a calendar year: \$250.00
- 3<sup>rd</sup> offense per user within a calendar year: \$500.00

**Section 9.4: Failure to Make Corrections**

All corrections for violations shall be made within **48 hours, excluding weekends and holidays**, of receipt of notice. Failure to make the corrections in the stated time frame shall result in a fine.

**Section 9.5: Failure to Submit Listing in a Timely Manner**

Listings shall be entered into the MRMLS system within **48 hours, excluding weekends and holidays**, from the date the listing becomes effective (the date of the last signature on the listing agreement). Failure to comply with this section shall be considered a Minor Violation.

**Section 9.6: Listings Which are Exempt from MRMLS**

For exempt listings (pursuant to Section 1.3), failure to send a copy of the “Exempt from MRMLS” form (or a copy of the listing agreement or any other certification of Seller(s)’ instruction to not publish the listing in the MRMLS) to MRMLS within **48 hours, excluding weekends and holidays**, of the List Date (date of last signature on Listing Agreement) shall be considered a Minor Violation.

In the event the Seller instructs the Listing agent to enter the listing into the MRMLS system on a specified future date, the Listing agent is not granted any additional time to enter the listing. Entering the listing after that specified date will be treated the same as late entry of a new listing and will be fined as such.

Failure to provide the MRMLS the documentation of the exempt listing as required above and then later entering the listing into the MRMLS (in any status, including entering the property for “comps only” purpose), shall be considered a Minor Violation.

**Section 9.7: Failure to Submit Complete and Accurate Listing Detail**

Section 1.2 of the Rules and Regulations requires a Listing Agreement or property data form be complete in every ascertainable detail as specified on the property data form (i.e., the data input screen in the MRMLS system). The MRMLS input screen indicates the mandatory data fields, and the Participant and Subscriber/User must ensure that all data entered into the MRMLS system is accurate and complete.

**Section 9.7.1: Failure to Complete and Accurate Mandatory Fields**

The Board of Governors of the service shall determine what listing input fields shall be deemed mandatory fields. In the event a mandatory field is not completed, the listing cannot be

submitted to the service. In the event a mandatory field is entered with inaccurate information, it shall be considered a Minor Violation.

#### **Section 9.7.2: Failure to Map Listing**

The listing shall be accurately mapped. Failure to comply with this section shall be considered a Minor Violation.

#### **Section 9.7.3: Failure to Submit Geocode and Assessor Number**

The geocode and assessor numbers must be accurate. In the event the property has not been assigned a geocode or assessor number, the parent parcel's geocode and/or assessor number must be entered. Failure to comply with this section shall be considered a Minor Violation.

#### **Section 9.7.4: Prohibited Information in the Public Remarks of Listings**

There shall be no self-promotion in the public remarks, photographs, or virtual tours with the following exception:

- (a) In Virtual Tours, property websites or videos. All content in these areas must comply with the following:
  - (1) Tours or property websites or videos may show agent name, office, and contact information.
  - (2) Link to content is not permitted in the remarks section-only permitted in Virtual Tour line,
  - (3) Content must be property or project specific,
  - (4) No material that is deemed inappropriate shall be permitted (at the board's discretion),
  - (5) and no material that violates a copyright.

Other than the exception noted above, self-promotion is not allowed. Self-promotion includes, but is not limited to, agent name, brokerage name, website address, phone number, and photograph or virtual tour showing or in any way promoting the listing agent and/or listing firm. Contact information or advertisement of offers for other entities (governmental agencies, outside organizations, businesses etc.) is not allowed in the public remarks. Additionally, there shall not be anything in the public remarks which takes the consumer away from the site on which they are viewing the listing, including but not limited to URLs, and live links. Failure to comply shall be considered a Minor Violation. *(Amended 6/25)*

#### **Section 9.7.5: Inclusion of Potentially Discriminatory Words**

There shall be no language allowed in a listing that is or could be interpreted as discriminatory in nature. All Participants and Subscribers/Users shall monitor the MRMLS listings and shall ensure that no discriminatory remarks are included.

In the event discriminatory words are identified by the MRMLS, the MRMLS will remove those words from the MRMLS listing and will notify the Participant and/or Subscriber by phone or email that the words were removed. Violations of this section shall be a Minor Violation.

### **Section 9.8: Failure to Timely Submit Status and Price Changes**

All changes to Status and Price must be submitted to the service within **48 hours, excluding weekends and holidays**, of the date the change was authorized or became effective. "Under contract date" means the date the buy/sell becomes binding (the date of the final signature on the buy/sell agreement). "Pending" means the date all contingencies are satisfied or waived, or at seller's written direction to discontinue marketing and bringing offers. Failure to comply with this section shall be considered a Minor Violation.

### **Section 9.9: Failure to Submit Sold Data**

Sold data shall be entered into the system within **48 hours, excluding weekends and holidays**, after the closing or the date the deed records, whichever is later. Failure to timely submit sold data shall be considered a Minor Violation, and for each thirty-day period after the date the deed records and the sold data is not entered into the system, another fine shall be assessed and shall progress according to Section 9.3.

In the event sold data is not provided within sixty (60) days from the date the deed records, MRMLS services will be suspended to the Listing Broker. To reinstate MRMLS services, the Listing Broker must provide to the MRMLS documentation of the sold price, which will be entered into the MRMLS system by the Listing Broker.

This section shall also apply when a listing subject to these rules and regulations is cancelled in the MRMLS after a buy/sell agreement has been entered by the parties and the sold data is not entered into the system pursuant to the same time frames as set forth above.

At any time a complaint may be filed by a Participant, subscriber or by MRMLS staff alleging violation of this section. The complaint shall be referred to the MRMLS Data Integrity Panel as provided by Section 9.1.1(c)(2).

### **Section 9.10: Failure to Correct Rejected Listing**

In the event any MRMLS submission is rejected by the service for any reason, an email automatically is sent by the MRMLS service to the listing agent providing an explanation of why the listing was rejected. It shall remain the obligation of the listing agent and the MRMLS Participant to confirm the acceptance of a listing by (1) viewing the MRMLS website and confirming the listing is shown or (2) calling the MRMLS office to confirm. The listing agent has **48 hours, excluding weekends and holidays**, to make all corrections and to resubmit the listing to the service for approval. Failure to comply with this section shall be considered a Minor Violation.

### **Section 9.11: Failure to Have Proper Authorization to Enter or Extend a Listing**

Entering a listing without a fully executed listing agreement or extending a listing without proper written authorization shall be considered a violation more serious than a Major Violation and shall be subject to a fine of \$1,000.00.

**Section 9.12: Unauthorized Dissemination of MRMLS Access**

Dissemination of MRMLS data to anyone or any entity without authority to possess MRMLS data, or dissemination of access codes to the MRMLS system, or any other violation of Section 10, Section 11 or Section 12 of the MRMLS Rules & Regulations, shall be considered in excess of a Major Violation and shall be subject to a fine of \$5,000.00 (per occurrence). Potential violations shall be considered and determined by the MRMLS Hearing Panel. Because of the severity of the potential sanction, the administrative review and Data Integrity Panel process set forth in Section 9.1.1 does not apply. However, a Participant shall still be entitled to a due process hearing before the MRMLS Hearing Panel as set forth in Section 9.1.1.

**Section 9.13: Violation of Any IDX Requirements**

Violations of IDX display Rules and Regulations shall result in the suspension of IDX feed to the Participant and/or Subscriber. Such violations shall be considered a violation in excess of a Major Violation and shall be subject to a fine in the amount of \$5,000.00 (per occurrence). Potential violations shall be considered and determined by an MRMLS Hearing Panel. Because of the severity of the potential sanction, the administrative review and Data Integrity Panel process set forth in Section 9.1.1 does not apply. However, a Participant or Subscriber shall still be entitled to a due process hearing before the MRMLS Hearing Panel as set forth in Section 9.1.1.

**Section 9.14: Violation of the Waiver Policy**

A Violation of the terms of the Waiver shall result in the immediate activation of the licensee and charge all applicable fees back to the initial date of the violation, a fine of \$500, and the subscriber may not apply for a waiver until one year from the date of the reactivation.

The Participant office shall be fined \$1,000 for each affiliated licensee found in violation of the Waiver Policy.

**Section 9.15: Harassment**

Any Participant or Subscriber of the MRMLS may be reprimanded, placed on probation, suspended, or expelled for harassment of an employee, Governor or committee member of the MRMLS after a hearing in accordance with the established procedures of the MRMLS. The decision of the appropriate disciplinary action to be taken shall be made by the investigatory team comprised of the President of the Board Governors, Vice-President of the Board Governors, Treasurer of the Board of Governors and/or one other member of the Board of Governors selected by the highest-ranking officer not named in the complaint, upon consultation with counsel for the MRMLS. If the complaint names the President of the Board Governors, Vice-President of the Board Governors or Treasurer of the Board of Governors, they may not participate in the proceedings and shall be replaced by the Immediate Past President of the Board of Governors or, alternatively, by another member of the Board of Governors selected by the highest-ranking officer not named in the complaint. Disciplinary action may also consist of any sanction authorized in the MRMLS Rules and Regulations. As used in this Section, harassment means any verbal or physical conduct including threatening or

obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks, or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonably interfering with an individual's work performance by creating a hostile, intimidating or offensive work environment.

## **PART TEN: CONFIDENTIALITY OF MRMLS INFORMATION**

### **Section 10: Confidentiality of MRMLS Information**

Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants. *(Amended 4/92)* **M**

Information compiled from the MRMLS data may be displayed by MRMLS and by its Member Associations, and those compilations or illustrations of data by MRMLS may be displayed on Participant and Subscriber websites pursuant to MRMLS policies.

### **Section 10.1: MRMLS Responsibility for Accuracy of Information**

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

## **PART ELEVEN: OWNERSHIP OF MRMLS COMPILATION<sup>1</sup> AND COPYRIGHT**

### **Section 11: Authority Granted to MRMLS**

By the act of submitting any property listing content to MRMLS, 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 MRMLS 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,

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<sup>1</sup> The term MLS compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. *(Amended 5/18)* **M**

Each participant who submits listing content to MRMLS agrees to defend and hold MRMLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. *(Adopted 5/18)* **M**

#### **Section 11.1: Rights Vested in MRMLS**

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by MRMLS and in the copyrights therein, shall at all times remain vested in the MRMLS. **M**

#### **Section 11.2: Participant Entitled to Lease**

Each participant shall be entitled to lease from the MRMLS a number of copies of each MRMLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association.

Participants shall acquire by such lease only the right to use the MRMLS compilation in accordance with these rules. **M**

## **PART TWELVE: USE OF COPYRIGHTED MRMLS COMPILATION**

### **Section 12: Distribution**

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

#### **Section 12.1: Display**

Participants and those persons affiliated as licensees with such participants shall be permitted to display the MRMLS 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 MRMLS compilation. **M**

## **Section 12.2: Reproduction**

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

Participants or their affiliated licensees may reproduce from the MRMLS compilation and distribute to prospective purchasers a reasonable<sup>2</sup> number of single copies of property listing data contained in the MRMLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the participants or their affiliated licensees, be interested.

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparable(s), or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MRMLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MRMLS must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MRMLS may require execution of a third-party license agreement where deemed appropriate by MRMLS. MRMLS may require participants who will use such data feeds to pay the reasonably estimated costs incurred by MRMLS in adding or enhancing its downloading capacity for this purpose. Information deemed

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<sup>2</sup> It is intended that the Participant be permitted to provide prospective purchases with listing data relating to property which the prospective purchaser has a bona fide interest in purchasing or in which the participant is seeing to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus 5 Reasonable in number, shall include, but are not limited to, the total number of listing in the MRMLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 11/14) **M**

## **PART THIRTEEN: USE OF MRMLS INFORMATION**

### **Section 13: Limitations on Use of MRMLS Information**

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

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

Based on information from the Montana Regional MLS, LLC (alternatively, from MRMLS) for the period (date) through (date).

**M**

## **PART FOURTEEN: CHANGES IN RULES AND REGULATIONS**

### **Section 14: Changes in Rules and Regulations**

Amendments to these rules and regulations shall be by majority vote of the Board of Governors of the multiple listing service. **M**

## **PART FIFTEEN: ARBITRATION OF DISPUTES**

### **Section 15: Arbitration of Disputes**

Not Adopted by MRMLS because MRMLS is not open to nonmember participants (otherwise qualified individuals who do not hold REALTOR® membership anywhere). to non-member participants.

## **PART SIXTEEN: STANDARDS OF CONDUCT FOR MRMLS PARTICIPANTS**

### **Section 16: Standards of Conduct for MRMLS Participants**

Not Adopted by MRMLS because MRMLS is not open to nonmember participants (otherwise qualified individuals who do not hold REALTOR® membership anywhere). to non-member participants.

## **PART SEVENTEEN: ORIENTATION**

### **Section 17: Orientation**

Any applicant for MRMLS participation and any subscriber (including licensed or certified appraisers and support staff) affiliated with an MRMLS participant who has access to and use of MRMLS-generated information may be required to complete an orientation program of no more than eight (8) classroom hours devoted to the MRMLS rules and regulations and computer training related to MRMLS information entry and retrieval and the operation of the MRMLS within thirty (30) days after access has been provided. *(Amended 11/04)* **M**

Participants and subscribers may be required, at the discretion of the MRMLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MRMLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MRMLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. *(Adopted 11/09)*

## **PART EIGHTEEN: INTERNET DATA EXCHANGE (IDX)**

### **Section 18: IDX Defined**

IDX affords MRMLS participants the ability to authorize limited electronic display of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. *(Amended /17)* **M**

### **Section 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 MRMLS 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 MRMLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. *(Amended 05/12)* **M**

## **Section 18.2: Participation**

Participation in IDX is available to all MRMLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants.

*(Amended 11/09)* **O**

### **Section 18.2.1**

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

### **Section 18.2.2**

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

### **Section 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. *(Amended 05/17)* **M**

### **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, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency.)<sup>+</sup> Selection of listings displayed through IDX must be independently made by each participant. *(Amended 2/22)* **M**

### **Section 18.2.5**

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

### **Section 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 MRMLS database available to any person or entity. *(Amended 05/12)* **M**

### **Section 18.2.7**

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

#### **Section 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 MRMLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. *(Adopted 05/12)* **M**

#### **Section 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 MRMLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Amended 05/12)* **M**

#### **Section 18.2.10**

An MRMLS Participant (or where permitted locally, an MRMLS 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 MRMLS Participant (or MRMLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/14)* **M**

#### **Section 18.2.11**

Participants shall not modify or manipulate information relating to other participants' listings. MRMLS participants may augment their IDX displays of MRMLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MRMLS. 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 MRMLS data display or display of fewer than all of the available listings or fewer authorized fields. *(Amended 5/15)* **M**

#### **Section 18.2.12**

All listings displayed pursuant to IDX shall identify the listing firm and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.\* *(Amended 05/17 revised 2/22)*

Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application. *(Amended 5/17)*

#### **Section 18.3: Display**

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

##### **Section 18.3.1**

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

##### **Section 18.3.2 – Deleted (5/15)**

##### **Section 18.3.4**

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

##### **Section 18.3.5**

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

##### **Section 18.3.6**

Deleted November 2006.

##### **Section 18.3.7**

All listings displayed pursuant to IDX shall show MRMLS as the source of the information. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. *(Amended 05/12)* **O**

**Section 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by MRMLS. MRMLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or MRMLS from liability. Displays of minimal information (e.g., "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. *(Amended 05/12)* ○

**Section 18.3.9**

The data consumers can retrieve or download in response to an inquiry shall be determined by MRMLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. *(Amended 11/7)* ○

**Section 18.3.10**

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in MRMLS. ○

**Section 18.3.12**

Display of expired and withdrawn listings is prohibited. *(Amended 2/22)* ○

**Section 18.3.13**

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited. ○

**Section 18.3.14 – not adopted.****Section 18.3.15 – not adopted.****Section 18.3.16**

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

**Section 18.4: Service Fees and Charges**

Service fees and charges for participation in IDX shall be as established annually by the Board of Governors. *(Adopted 11/01, Amended 5/05)* ○

**Section 18.5: IDX Vendor**

The vendor's business practice must be related to real estate or offer services provided to MRMLS Participants and Subscribers in their real estate businesses.

### **Section 18.5.1**

Within the scope of the 3<sup>rd</sup> Party Vendor Definition, the CEO has the authority to provide or deny an IDX feed to any 3<sup>rd</sup> Party. If the agreement includes any trade for services or other terms to reduce the annual fee, the MRMLS Board of Governors must approve the agreement, which must be in writing. The 3<sup>rd</sup> Party Vendor fee must be paid prior to IDX feed access.

### **Section 18.5.2**

The vendor must clearly define the use of the information requested as a part of the contract. If the actual use falls outside that scope, MRMLS will provide the 3<sup>rd</sup> Party Vendor one warning via email, specifying the time frame to correct the violating behavior. After that, the association may terminate access at any time.

### **Section 18.5.3**

If a 3<sup>rd</sup> Party vendor is denied an IDX Feed by the CEO, the Vendor may appeal that decision to the MRMLS Board of Governors.

### **Section 18.5.4**

No vendor contract shall be for a term greater than 1 year.

### **Section 18.5.5**

The Annual Vendor Fee shall be established annually by the Board of Governors.

## **PART NINETEEN: VIRTUAL OFFICE WEBSITES (VOWs)**

### **Section 19.1: VOW Defined**

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 MRMLS 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. **M**

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 Virtual Office Websites, 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. **M**

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 MRMLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MRMLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MRMLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW. **M**

d. As used in Section 19 of these rules, the term “MRMLS listing information” refers to active listing information and sold data provided by participants to the MRMLS and aggregated and distributed by the MRMLS to participants. **M**

### **Section 19.2**

a. The right of a participant’s VOW to display MRMLS 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. **M**

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). **M**

c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MRMLS participants whose listings will be displayed on the participant’s VOW. **M**

### **Section 19.3**

a. Before permitting any consumer to search for or retrieve any MRMLS listing information on their VOW, the participant must take each of the following steps.

- i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
- ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail 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 e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
- iii. The participant must require each Registrant to have a username and 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

username and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one username and password. **M**

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

c. If MRMLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MRMLS listing information or a violation of MRMLS rules, the participant shall, upon request of MRMLS, provide the name, e-mail address, username, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by MRMLS, provide an audit trail of activity by any such Registrant. **M**

d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:

- i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
- ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
- iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
- iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
- v. that the Registrant acknowledges the MRMLS' ownership of and the validity of the MRMLS' copyright in the MRMLS database. **M**

e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click. **M**

f. The terms of use agreement shall also expressly authorize the MRMLS and other MRMLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MRMLS rules and monitoring display of participants'

listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant. **M**

#### **Section 19.4**

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

**M**

#### **Section 19.5**

A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MRMLS 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 MRMLS. **M**

**Note:** MRMLS 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 MRMLS.

#### **Section 19.6**

a. A participant's VOW shall not display the 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 MRMLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet. **M**

b. A participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision. **M**

#### **Seller Opt-out Form**

1. Check one.

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

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

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

\_\_\_\_\_  
Initials of Seller

c. The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater. **M**

### **Section 19.7**

- a. Subject to Subsection b., below, a participant's VOW may allow third-parties:
- i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. **M**
- 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 MRMLS 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. **M**

### **Section 19.8**

A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by MRMLS 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 forty-eight (**48 hours, excluding weekends and holidays,**) 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. **M**

### **Section 19.9**

A participant shall cause MRMLS listing information available on its VOW to be refreshed at least once every three (3) days. **M**

**Section 19.10**

Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS®' VOW policy, or in any other applicable MRMLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MRMLS listing information to any person or entity. **M**

**Section 19.11**

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

**Section 19.12**

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property.-(Amended 11/21) **M**

**Section 19.13**

A participant who intends to operate a VOW to display MRMLS listing information must notify MRMLS of its intention to establish a VOW and must make the VOW readily accessible to MRMLS and to all MRMLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MRMLS rules or policies. **M**

**Section 19.14**

A participant may operate more than one VOW themselves 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. **M**

**Section 19.15**

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

- a) expired and withdrawn listings

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

- 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 showing or security of listed property

- e) Sales price if sold information is not publicly accessible in the jurisdiction of MRMLS  
(amended 2/22) **O**

### **Section 19.16**

A participant shall not change the content of any MRMLS listing information that is displayed on a VOW from the content as it is provided in the MRMLS. The participant may, however, augment MRMLS listing information with additional information not otherwise prohibited by these rules or by other applicable MRMLS 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 MRMLS 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. **O**

### **Section 19.17**

A participant shall cause to be placed on their VOW a notice indicating that the MRMLS listing information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MRMLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MRMLS from liability. **O**

### **Section 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. (Amended 2/22) **O**

### **Section 19.19**

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than five hundred (500) listings or fifty percent (50%) whichever is less, and not more than ZERO sold listings in response to any inquiry. **O**

**Note:** Sections 19.20 through 19.25 have not been adopted by MRMLS.

## **PART TWENTY: SAFEMLS – MLS SECURITY**

### **Section 20: SafeMLS Rules**

MRMLS uses the Clarity SafeMLS security system on the MRMLS system. Each MRMLS Participant and Subscriber, by their use of the MRMLS System agrees to abide by the security rules for the MRMLS system as established and adopted by the MRMLS Board of Governors.

#### **Section 20.1: Enrollment Agreement**

To be executed before a new user can set up an ID and password:

Now and throughout the time during which I have access to the MRMLS database maintained by the Montana Regional MLS, LLC, I agree to abide by the most recent version of the MRMLS Rules & Regulations found on 406mls.com, including but not limited to these specific terms and conditions governing the access as monitored by SafeMLS:

1. I agree not to share my password with any other user.
2. I agree not to share my password with any customer, client or non-member.
3. I agree to update/change my password if the system recognizes patterns that indicate my password may have been compromised.
4. I understand MRMLS reserves the right to impose other sanctions, including discontinuing my access to the database, for failure to adhere to this agreement.

Any questions about this agreement should be directed to your local REALTOR® Association or the MRMLS offices.

#### **Section 20.2: Remediation Procedures**

- INITIAL WARNING – NOTIFICATION: Immediate notification to the user upon login that account sharing has been detected and if account sharing continues, they will be placed in a higher level of remediation. In notification include the Notification to Allow Sharing form, link to MRMLS Rules and Regulations, and link to change password.
- SECOND WARNING – ALERT: If account sharing is still being detected after five business days, this e-mail message notifies the user they should change their password, fill out the Notification to Allow Sharing if needed, and also Alerts the member that additional levels of authentication may be implemented, such as possible service suspension and a reconnect fee of \$250.
- THIRD WARNING – RESET PASSWORD: If account sharing is still being detected, the user is forced to reset their password.
- FOURTH WARNING – ENFORCE STRONG AUTHENTICATION: If account sharing is still being detected, the user is forced to change their password given via email for each time user logs into the system
- FINAL ACTION – LOCK ACCOUNT: This locks the user out of the system. For an account to be re-enabled, the user must submit a written request to MRMLS also signed by the MRMLS Participant, if different from the user, stating reasons why their access should be re-enabled. The request is reviewed by the MRMLS Data Integrity Panel for a determination as to whether and under what circumstances the access will be re-enabled. The user will be assessed an automatic reconnect fee of \$500 to be paid before access is reinstated.

*Any further account sharing by the same user will be reviewed by the MRMLS Data Integrity Panel to determine appropriate sanctions.*

## APPENDIX A

### Montana Regional MLS, LLC

#### Rules and Regulations - Schedule of Fines

**Section 9.3.1: Minor Violations:** Fines for minor violations will be as follows:

- 1<sup>st</sup> offense per user within a calendar year: \$50.00
- 2<sup>nd</sup> offense per user within a calendar year: \$100.00
- 3<sup>rd</sup> offense per user within a calendar year: \$150.00
- 4<sup>th</sup> and subsequent offenses convert to a Major Violation fine structure and are to be considered a Major Violation.

**Section 9.3.2: Major Violations:** Fines for major violations will be as follows:

- 1<sup>st</sup> offense per user within a calendar year: \$150.00
- 2<sup>nd</sup> offense per user within a calendar year: \$250.00
- 3<sup>rd</sup> offense per user within a calendar year: \$500.00

| Section          | Short Description                                                                                            | Fine Type              |
|------------------|--------------------------------------------------------------------------------------------------------------|------------------------|
| Section 1.01     | Failure to follow clear cooperation policy                                                                   | Major                  |
| Section 13       | Misuse of MRMLS Data                                                                                         | Major                  |
| Section 9.1.1. b | Failure to provide requested documents within time frame                                                     | Minor                  |
| Section 9.4      | Failure to make corrections (48 hours, excluding weekends and holidays,)                                     | Minor                  |
| Section 9.5      | Failure to submit listing timely (48 hours, excluding weekends and holidays,)                                | Minor                  |
| Section 9.6      | Failure to submit Exempt Listing to MRMLS office (48 hours, excluding weekends and holidays,)                | Minor                  |
| Section 9.7.1    | Failure to submit accurate fields                                                                            | Minor                  |
| Section 9.7.2    | Failure to map a listing accurately                                                                          | Minor                  |
| Section 9.7.3    | Failure to submit geocode / assessor number                                                                  | Minor                  |
| Section 9.7.4    | Including prohibited Info in Public Remarks                                                                  | Minor                  |
| Section 9.7.5    | Including potentially discriminatory words                                                                   | Minor                  |
| Section 9.8      | Failure to timely submit status & price changes (48 hours, excluding weekends and holidays,)                 | Minor                  |
| Section 9.9      | Failure to submit sold data (48 hours, excluding weekends and holidays,)                                     | Minor                  |
| Section 9.10     | Failure to correct a rejected listing (48 hours, excluding weekends and holidays,)                           | Minor                  |
| Section 9.11     | Failure to have proper authorization to enter or extend a listing (no signed listing agreement or extension) | \$1,000 per occurrence |
| Section 9.12     | Unauthorized dissemination of MRMLS Access                                                                   | \$5,000 per occurrence |
| Section 9.13     | Violation of any IDX requirements                                                                            | \$5,000 per occurrence |

**APPENDIX A**  
**Montana Regional MLS, LLC**  
**Rules and Regulations - Schedule of Fines**

| <b>Section</b> | <b>Short Description</b>                               | <b>Fine Type</b>                                                                             |
|----------------|--------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Section 5      | Failure to follow No Compensation Offers in MLS Policy | \$1,000 per occurrence, suspension of MRMLS access for subsequent violations per the policy. |
| Section 5.0.0  | Failure to follow Disclosure of Compensation policy    | \$1,000 per occurrence, suspension of MRMLS access for subsequent violations per the policy. |
| Section 5.0.2  | Failure to follow Written Buyer Agreement policy       | \$1,000 per occurrence, suspension of MRMLS access for subsequent violations per the policy. |