Rules and Regulations

ValleyMLS
Rules and Regulations

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ValleyMLS
Rules and Regulations

Any matter not specifically addressed in these Rules and Regulations shall be governed by the policies and procedures set forth by the National Association of REALTORS® as from time to time amended as well as the Policies and Procedures established by the MLS.

LISTING PROCEDURES

Section 1: Submission of Listings.

Participant's listings of real property of the types shown below, which are in the counties of the MLSs service area, must be submitted to the MLS upon a) 1 business day of public marketing or b) the beginning date entered as "Marketing Date" on the listing agreement.
Listings of property located outside these counties will be accepted if voluntarily submitted by a Participant but are not required by the MLS. If the listing of a participant has as its listing agent or salesperson a licensee who is subject to a fee waiver under Policy 7.43 that listing shall be ineligible for submission to ValleyMLS.
Exception: If the listing is entered into Office Exclusive status, then the property shall be submitted to the MLS within 3 business days of the agreement, subject to Section 1.01.

Property Address

The subject property's address must match the full address as stated by the USPS or E-911 Address. (Street #, Street Name, City, State, Zip Code).

Out of State Listings

Shall be accepted by ValleyMLS provided that the submitting participant is licensed to sell in the respective state or in the state where the property is located.

Listing Forms

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

- Reserve the right to refuse to accept a listing form that fails to adequately protect the interests of the public and the participants
- Assure that no listing form filed with the MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller)
- Reserve the right to refuse a listing form that, directly or indirectly, contradicts the approved MLS Rules and Regulations of the service.

Types of Listings Accepted.

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other participants of the multiple listing service acting as subagents, buyer agents, or both and is not in direct conflict with the rules & regulations of the MLS Participants in the MLS may submit the following types of listing(s) (Note: these listing agreements must include the owner(s) of record written authorization to submit the agreement to the MLS):

1. **Exclusive Right to Sell** is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. ValleyMLS shall accept "exclusive right to sell" listing contracts and "exclusive agency" listing contracts, which make it possible for the listing broker to offer cooperation and compensation to other Participants of ValleyMLS or any named (data share) MLS. If the listing broker intends to offer compensation to buyer brokers or Participants acting in a non-agency capacity, the listing agreement should contain the seller's written authorization. The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service.

Exclusive right to sell listings will be published by ValleyMLS unless the property owner has requested otherwise.

2. The **Exclusive Agency** is 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 a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker. The "exclusive agency" listing must be clearly distinguished by a simple designation such as a code or symbol from the "exclusive right to sell" listing. To distinguish this type of listing in ValleyMLS, you must enter "51" in the Code Field.
3. **Co-Brokered Listing:** When a Participant jointly lists a property with another Participant, the following rules apply:
    a. Only one Participant of the MLS may submit the listing to the MLS.
    b. The listing Participant is solely responsible for the terms and conditions of the listing, including but not limited to, the offer of compensation to cooperating Participants.
    c. The listing must be of a type permitted by the MLS and conform to all rules, regulations, and policies of the MLS.
    d. Both agents on the listing must be members of the same MLS but may be from separate companies.

NOTE: (Policy Statement 7.84) **MLS Entry-Only Listings are not permitted in ValleyMLS.**

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 MLS for cooperation with other MLS participants. Public marketing includes but is not limited to, flyers displayed in windows and 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 public.

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

SECTION 1.1: Classes and Property Types that will be accepted:

1. **Residential** Property Types include:
    a. Single Family Detached
    b. Auction listings
        - ✓ must be listed by a licensed auctioneer.
        - ✓ must be a member of ValleyMLS.com
    c. Condominiums
    d. Deeded RV/Travel Trailers
        - ✓ must be affixed to land to be entered in ValleyMLS.com, as a **manufactured home** property type.
    e. Farm with Home
    f. Manufactured Home
    g. Manufactured Home on a Permanent Foundation (See definitions)
    h. Townhouse
2. **Land/Lot** Property Types include:
    a. Acreage
    b. Auction
    c. Deeded RV Lots
    d. Lot
3. **Multi-Family** Property Types include:
    a. Apartments
    b. Auction
    c. Duplex

d. Multi-Family

4. **Rental** Property Types include:
    a. Apartments
    b. Condo
    c. Duplex
    d. House
    e. Manufactured Home
    f. Townhouse
5. **Comm/Ind/Business** (CIB) Property Types include:
    a. Auction
    b. Business
    c. Commercial
    d. Commercial Lot
    e. Industrial
    f. Investment
    g. Manufacturing
    h. Office
    i. Poultry Farm
    j. Retail
    k. Warehouse

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).

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. The signature(s) of all property owner(s) of record must be on the listing agreement and other required forms at the time the property is entered into the MLS.

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.

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 sellers(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) on the merits of offers to purchase.
d. assist the seller(s) in developing, communicating, or presenting counteroffers; or
e. participate on the seller(s) behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol of "TLS" in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. (Adopted 5/01)

Note: In order to reaffirm the minimum services requirements of Alabama Real Estate Law, the license is required to assist the consumer in negotiations and, at minimum, will relay a party's position on a particular matter to the other party. This obligation will continue as long as negotiations last between the seller and a potential buyer.

Section 1.3: Exempt Listings
If the seller refuses to permit the listing to be disseminated by ValleyMLS.com, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants, in accordance with timeline set forth in Section 1.

NOTE: Filing of the exempt listing should be accompanied by the "Office Exclusive Addendum" form signed by the seller indicating that he/she does not desire the listing to be disseminated by the service.

Failure to submit the required Office Exclusive Addendum form within three (3) business days, excluding weekends or federally recognized holidays, upon the latter of the dated signature of the owner(s) of record or their designee will result in a penalty fine as outlined in the ValleyMLS Penalty Policy.

Section 1.4: Change of Status of Listing Any change in listed price or *any 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 three (3) working days (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker. The signature(s) of all property owner(s) of record or person authorized to sign on the owner's behalf must be included on all changes in status, price changes, listing extensions and/or change in terms. In lieu of the owner's signature(s) acceptable documentation would include a faxed authorization or an email authorization with an electronic signature from the owner(s).
****PLEASE NOTE: In order to accurately reflect the history of a listing, changing the list price to match the price on an accepted contract is not permitted.**

Section 1.5: Cancellation of Listings prior to Expiration

a) Listings of property may be cancelled from ValleyMLS 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 cancellation or withdrawal.

Note: Uploading a copy of the Listing Change Notice as an associated document will satisfy this requirement.

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

Section 1.6: Contingencies Applicable to Listings
Any contingency or conditions of any term in a listing shall be specified and notified to the Participants.

Section 1.7: Listing price specified
Net listings are unlawful. The full gross listing price stated in the listing contract will be included in the information published in ValleyMLS.Com compilation of current listings unless the property is subject to auction.

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. Note: Unit # is a required field when you select CONDO as the Property Type.

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 or nonparticipants.

Section 1.10: Expiration of Listings
Listings filed with ValleyMLS.com will automatically be removed from the compilation of current listings on the expiration date specified in the agreement unless, prior to that date, the MLS receives notice that the listing has been extended or renewed. If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extension and renewals

of listings must be signed by the seller(s) and filed with the service. A new contract must be on file for listings with the same office that have been off the market over 30 days.

Expiration, Extension, and Renewal of Listings.
Any listing filed with the MLS automatically expires on the date specified in the agreement unless renewed in writing by the owner(s) of record and by the listing broker and a notice of that renewal or extension is updated in the MLS database. Any extension or renewal of a listing must be signed by the parties to the original listing contract. Expired listings can be changed from expired status to active status in the MLS database for up to thirty days after the expiration date provided the signed renewal or extension is received and dated within 30 days of the expiration date.

Relisting an Expired or Cancelled Listing:
When a listing expires or is canceled in accordance with these Rules and Regulations, the property covered by a listing filed with ValleyMLS may be subsequently listed by another ValleyMLS Participant.

Section 1.11: Termination Date on Listings
Listings filed with the service shall bear a definitive and final termination date, as negotiated between the listing broker and seller.

Section 1.12: Service Area
Only listings of the service area of ValleyMLS, ***which are the Counties of Cherokee, Dekalb, Etowah, Jackson, Lawrence, Limestone, Madison, Marshall, and Morgan in the State of Alabama***, are required to be submitted to the service. Listings of property located outside of the service area will be accepted if submitted voluntarily by a participant but is not required.

Section 1.13: Listings of Suspended Participants
When a Participant is suspended from ValleyMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, ValleyMLS Bylaws, ValleyMLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with ValleyMLS by the suspended Participant shall, at the Participant's option, be retained in ValleyMLS until sold, cancelled or expired, and shall not be renewed or extended by ValleyMLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association or ValleyMLS for failure to pay appropriate dues, fees or charges, ValleyMLS is not obligated to provide services, including continued inclusion of the suspended Participant's listings in ValleyMLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from ValleyMLS, the Participant will be advised in writing of the intended removal so that the suspended Participant may advise his clients. If a Participant has been suspended from their primary Association or ValleyMLS (or both) for failure to pay appropriate dues, fees or charges; the suspended Participant's listings in ValleyMLS will be cancelled.

Section 1.14: Listings of Expelled/Inactive Participants
When a Participant is expelled from ValleyMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, ValleyMLS Bylaws, ValleyMLS Rules & Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with ValleyMLS shall, at the expelled Participant's option, be retained in the Service until sold, cancelled or expired, and shall not be renewed or extended by ValleyMLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association or ValleyMLS for failure to pay appropriate dues, fees or charges ValleyMLS is not obligated to provide services, including continued inclusion of the expelled Participants listings in ValleyMLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from ValleyMLS, the expelled Participant will be advised in writing of the intended removal so that the expelled participant may advise his clients.

Section 1.15: Listings of Resigned Participants
When a Participant resigns from ValleyMLS, ValleyMLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in ValleyMLS compilation of current listing information. Prior to any

removal of a resigned Participant's listings from ValleyMLS the resigned Participant will be advised in writing of the intended removal so that the resigned Participant may advise his/her client(s).

Section 1.16: Property Addresses

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

SELLING PROCEDURES

Section 2: Showing and Negotiations.

For purposes of this section, anything in writing which is transmitted or delivered by hand, facsimile or electronic means shall be deemed binding and sufficient.

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

a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
b) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (Amended 4/92) M

NOTE: Agents shall replace keys in the lockbox before leaving the property. Property keys borrowed from the listing office shall be closely guarded and returned to the listing office as soon as practical but not later than that same day, AND all doors to the property shall be locked after each showing.

Section 2.1: Presentation of Offers.

The Listing Participant/Subscriber must make arrangements to present the offer as soon as possible or give the cooperating Participant/User a satisfactory reason for not doing so. Upon written request from the cooperating Participant/User, the Listing Participant will provide written documentation that the offer was presented.

Section 2.2: Submission of Written Offers

The Listing Participant/User shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the owner(s) of record and the Listing Participant. Unless the subsequent offer is contingent upon the termination of an existing contract, the Listing Participant shall recommend that the seller(s) 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 counteroffers until acceptance and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

Section 2.3: Right of Cooperating Participant in Presentation of Offer

Cooperating participants or their representatives have the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. They do not have the right to be present at any discussion or evaluation of the offer by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for the presentation of offers.

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, a 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.

Section 2.4: Right of Listing Participant in Presentation of Counteroffers

The listing broker or his representative has the right to participate in presenting any counteroffer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counteroffer 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 is not present when a counter- offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.5: Reporting Sales to ValleyMLS

Status changes, including final closing of sales, sales prices, selling office, selling agent, and terms, shall be reported to the multiple listing service by the listing broker within three (3) business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 24 hours unless a time-of-essence timeframe is specified in the purchase agreement. The listing broker shall report them to the MLS within three (3) business days (excluding Saturday, Sunday, and Federal, State, and Postal Holidays) after receiving notice from the cooperating broker.

If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 3 days after occurrence and the listing broker shall report them to the MLS within 3 days after receiving notice from the cooperating broker.
If sales are not entered within the specified time allowed, the sales data may be sent to ValleyMLS on a listing change notice form signed by the seller.

Note: If it is reported to the service that a listing was changed/maintained as canceled, but in fact made the sale, the listing agent will incur an immediate fine.

Data reported in the following field(s) are subject to fines if not accurate and complete: Sold Date, Selling Price, Selling Office, Selling Agent, and Negotiated Closing Costs.
Entering an incorrect Selling Agent (when maintaining the listing to be sold) will result in an immediate fine.

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

Note: In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.
In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS categorizes sale price information as confidential and limits the use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including the use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by

property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.

Note: As established in the Virtual Office Website ("VOW") policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records.)

Recording a closed sale for a non-MLS Participant /Office:

The following Code should be used:
Office ID: 99999
Agent ID: 111111
Note: The reporting agent/agency shall take all measures necessary to verify the selling office is a non-member of ValleyMLS.Com before using this code. Misuse of this code shall result in an MLS violation penalty.

Section 2.6: Reporting Resolutions of Contingencies

The listing broker shall report to the MLS within 3 business days that a contingency on file with the MLS has been fulfilled or renewed or the agreement canceled.

a. Contingency listings will not appear on ValleyMLS.com or any ValleyMLS aggregate site.
b. Contingency listings will appear when searching for "All Pending" properties.
c. Days on the market will stop at either a Contingency status change or a Pending status change.
d. A Contingency status change may go straight to sold and does not require a change to Pending.
e. The listing broker shall immediately report to ValleyMLS the cancellation of any contingent sale, and the listing shall be reinstated immediately. (5-03)
f. The status of a listing may be changed to Pending when all contingencies have been satisfied.

Section 2.7: Advertising of Listing Filed with the MLS

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

Section 2.8: Reporting Cancellation of Pending and Contingent Pending Sales.

The Listing Participant shall report to the MLS the cancellation of a pending sale, and the listing shall be reinstated to active status within three (3) days, excluding weekends and federally recognized holidays, if applicable.

Sales Notes and disclosing "as is" property.

This field should be used to describe additional details about the sale of the listed property (distressed property, foreclosures, sold as is, etc.).
Note: The field, "Sold as Is" is a required field during listing input. It is a violation of MLS rules and regulations to not properly disclose that the property is being sold "as is" if known by the listing agent.

Section 2.9: Disclosing Existence of Offers

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

Section 2.10: Availability of Listed Properties

Listing Brokers shall not misrepresent the availability of access to show or inspect the listed property.
Note: Showing agents must verify occupancy status and show instructions before entering a property.

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.

PROHIBITIONS

Section 4: Information for Participants Only

Any listing filed with the MLS shall not be made available to any broker or firm not a member of the MLS without the prior written consent of the Listing Participant. A participant with licensees who are subject to a fee waiver under Policy 7.43 may not make available to those licensees' listings of other brokers in the MLS. The preceding sentence does not prohibit a licensee from accessing listing records from another MLS or from any other source lawfully available to the licensee.

Section 4.1: "For Sale" Signs

Only "For Sale" signs authorized by the Listing Participant may be placed on a property. If the listing Participant authorizes any sign other than the company sign, this must be disclosed in the Realtor-only Remarks section of the MLS data form.

NOTE: Properties that display a "for sale by owner" sign or other sign or notice indicating that the seller is soliciting direct contact from buyers are not eligible to be transmitted to third-party aggregators.

Section 4.2 "Sold"/"Sale Pending" Signs.

Only Participants/Subscribers who participated in the transaction as the Listing Participant or cooperating Participant may claim to have "sold" the property. Prior to closing, a cooperating Participant may post a "sold" sign only with the consent of the Listing Participant.

Section 4.3: Solicitation of Listing Filed with the MLS

Participants shall not solicit a listing on property filed with the MLS unless such solicitation is consistent with Article 18 of the REALTOR® Code of Ethics and its Standards of Practice. This section is intended to encourage owner(s) of record to permit their properties to be filed with the MLS by protecting them from being solicited prior to the expiration of the listing by Participants/Subscribers seeking the listing upon its expiration.

The prohibition in the previous sentence applies to licensees affiliated with a participant who are subject to a fee waiver under Policy 7.43.

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, before the expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

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

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

This Section does not preclude the 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 MLS and Multiple Listing Service

No MLS Participant, Subscriber or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their email addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, Subscribers, and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. The provisions of this section apply to licensees affiliated with a participant who are subject to a fee waiver under Policy 7.43.

Section 4.5: Services advertised as "Free"

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

DIVISION OF COMMISSION

Section 5: Compensation Specified on Each Listing

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

In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making blanket unilateral offers of compensation to the other MLS participants and shall, therefore, specify on each listing filed with the service the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell

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

1. a percentage of the gross selling price
2. a definite dollar amounts

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

Participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating Participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to Participants and Subscribers.

Note: ValleyMLS' Reciprocal Data Sharing: Extension of Commission and Cooperation Universal Offer of Cooperation: By filing a Listing with the Service, a Participant is extending an offer of cooperation, and compensation on those same terms and conditions via this agreement to the Participants in any Reciprocating Party who will accept the relationship and the terms of compensation being offered, in accordance with the applicable MLS Rules and Regulations and Article 3 of the Code of Ethics.
Reciprocal Data Sharing: Extension of Offer of Compensation: The offer of compensation made by the listed Participant, is further extended on the same terms and conditions to all of the Participants of the ALEX (Alabama Exchange) MLS's. For clarity, the offer of compensation made on a listing filed with the MLS is extended to all Participants of Greater Alabama and ValleyMLS.com, in accordance with the applicable MLS Rules and Regulations and Article 3 of the Code of Ethics.

Note: The multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing broker.

Note: No Compensation for Fee-Waived Selling Salesperson
The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) shall be excused if it is determined through arbitration that the selling salesperson affiliated with the cooperating broker was subject to fee waiver under Policy 7.43 at any time between the offer to purchase and the closing of the sale.

Note: The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different. This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

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

Note: The listing broker may, from time to time, adjust the compensation offered to other multiple listing service participants for their services with respect to any listing by advance published notice to the service so that all participants will be advised

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

****Also refer to local MLS rules regarding Compensation and Commission Division in Section 21.**

Section 5.0.1: Disclosing Potential Short Sales

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

Short Sale Listings are to remain active and the listing agent is to update the agent remarks within 3 working days to show "short sale contract submitted to lender for approval. Contact agent for details." **Upon approval by lender, the status will be changed to pending within 3 working days.**

Section 5.1: Participant as Principal
If any Participant or any licensee or licensed and certified appraiser affiliated with the Participant has any interest in the property, the listing of which is to be disseminated through ValleyMLS, the Participant shall disclose that interest in the "agent remarks Section", (e.g., REALTOR® owned), when the listing is filed with ValleyMLS, and such information shall be disseminated to all ValleyMLS participants.

Section 5.2: Participant as Purchaser
If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker and must be disclosed in the private remarks of the MLS.

Section 5.3: Dual or Variable Rate Commission Arrangements
The existence of a dual or variable rate commission arrangement (i.e., one in which the owner(s) of record/landlord agrees to pay a specified commission if the property is sold/ leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the owner (s) of record/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of an owner(s) of record/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the owner(s) of record/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their customers before the customers make an offer to purchase or lease.

Section 5.4: Display of Listing Broker's Offer of Compensation
Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

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

SERVICE CHARGES

Section 6: Service Fees and Charges
The following service charges for the operation of ValleyMLS are in effect to defray the costs of ValleyMLS and are subject to change from time to time in the manner prescribed:

1. The Participant is responsible for certifying the number of licensees (including licensed assistants or certified appraisers) affiliated with the Participant.
2. All active licensees in the Participant's firm must be active Subscriber of MLS Services, except that this fee shall be waived for licensees subject to a fee waiver under a Certification of Non-Use.
3. The initial membership fee shall be $500.00 for each participating firm.
4. The initial application fee of each licensee shall be $400.00.
5. Quarterly dues for each Participant and her/his affiliated licensees will be determined by the ValleyMLS Board of Directors. Payment will be due on the first day of the quarter and delinquent on the tenth day of the first month of the quarter. If payment is not received from the licensee by the delinquent date, the licensee's service will be suspended, and the licensee's broker will be notified of the non-payment of dues. (10-01)
   If the quarterly dues or any fees (not to include fines) to ValleyMLS.Com are not paid on or before the 15th day of the first month of any given quarter, a late fee of $50 will be required when payment is made. The participant will be notified at that time by email or certified mail of the delinquency. Delinquent payments and late fees not received by the end of the 1st month of the quarter will result in the office status being changed to inactive until payment is received. (10-14)
   - for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days notice has been given, the service shall be suspended until service charges or fees are paid in full for failure to comply.
   - When individual ValleyMLS.Com access for a Designated REALTOR® (DR) in a company or office has been interrupted for any reason, ValleyMLS.Com access for the entire company or office shall be interrupted until the reason for DR's interruption has been corrected or eliminated. (6-13)

6. The quarterly dues for each non-REALTOR® Participant and her/his affiliated licensees shall be the same as those for REALTOR® Participants and their licensees except that the Board of Directors may add a differential charge thereto to compensate for the services and activities of the Association which benefit ValleyMLS but are funded by Association dues.
7. Any licensee affiliating with a ValleyMLS participating office must individually subscribe to ValleyMLS within 30 days of license activation or transfer or submit a Certification of Non-Use form as described in Policy 7.43. The 30 days is measured by the most recent Active/Paid/Transfer date on their licensing verification web page with the Alabama Real Estate Commission (AREC). If a licensee makes any use of the MLS Services prior to subscription or submission of Certification of Non-Use form the 30 days will automatically toll, and ValleyMLS will invoice the Participant; licensee will not be entitled to submit a Certification of Non-Use form. If a licensee fails to subscribe within 30 days, submit a Certification of Non-Use form, or makes any use of MLS Services, then ValleyMLS will invoice and collect appropriate participation fees from the Designated REALTOR® (DR) until such time that the licensee individually subscribes to ValleyMLS or their license is no longer active with that office or a Certification of Non-Use form is filed (however a Certification of Non-Use form cannot be filed after a licensee has made use of the MLS Services). Initial quarterly participation fees shall be calculated from the Active/Paid/Transfer date noted above.
8. **Certification of Non-Use**: MLS provides participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser in a participating office who can demonstrate subscription to a different MLS where the principal broker for the office also participates and where the licensee makes no use of the ValleyMLS Services. MLS requires that broker participants sign a certification of nonuse of its MLS service by their licensees, which can include penalties and termination of the waiver if violated. ***Refer to MLS Policy Statement 7.43 for more details. (Effective April 2018)***
9. **Notification of Transfer or Termination of Agents:** A form will be required from brokers when transferring or terminating an agent. This form must be submitted to ValleyMLS by the tenth (10th) of the month or any unpaid participation fees are the responsibility of the broker.
10. **Participants/Brokers** will be responsible for notifying ValleyMLS of the agent's intention to discontinue his/her participation. MLS dues and fees are non-refundable. Exceptions based on medical necessity or military service shall be referred to the MLS President for consideration under the Rules and Regs terms of Paragraph 12 below. NOTE: No refund of dues will be paid to a resigning member.
11. **Broker Load** (Licensed Assistants) The Licensed assistant shall pay half the annual MLS fees. The application fee for MLS membership will be waived. The participant must certify that the licensed assistant will not list or show the property. Should the participant be found in violation, the penalty would be $2500 dollars plus all fees due and will be calculated from the date of the annual application. The assistant would immediately forfeit the current reduced fees and would no longer be eligible for reduced fees.
    Note: The licensed assistant will assume the identity of the Participant.
12. **Medical Leave**: Any person requiring a leave must apply for same in writing. The President is authorized to grant medical leaves not to exceed 90 days. The President shall inform the Officers and Directors of his action at the next meeting. Medical leave beyond 90 days and all other leave shall be granted upon approval by the Board of Directors. Dues shall be suspended during the term of an approved leave. Dues will be waived for licensees called to active duty in the military until their return.
13. **Public Service Fee** (Governmental Agencies, such as Tax Assessor's office or City Planning Commission)
    A responsible party requesting access to the MLS services is required to complete the application for access and will pay an annual fee of $300.00. Application fees will be waived.

COMPLIANCE WITH RULES

Section 7: Compliance with Rules – Authority to Impose Discipline

The ValleyMLS Board of Directors is responsible for establishing fines and other penalties that shall be imposed for violations of these rules. The schedule of fines shall be adopted as Policy and may be amended from time to time as recommended by the MLS Compliance Committee and approved by the Board of Directors.

By becoming and remaining a participant or subscriber in ValleyMLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative

and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Each participant is subject to these rules with regard to licensees affiliated with the participant who are subject to fee waiver under Policy 7.43. Discipline that may be imposed may consist of one or more of the following to be determined by ValleyMLS Officers & Directors.

1. A letter of warning with a copy is to be placed in the member's file.
2. Letter of Reprimand with a copy to be placed in the Member's file.
3. The requirement is that the Member attend ValleyMLS.com's portion of the Board Indoctrination Course.
4. Retroactive fees related to any licensee granted a fee waiver under Policy 7.43 if the MLS determines that the licensee made any use of MLS services prohibited in Policy 7.43 during the waiver period.
5. Appropriate and reasonable fine not to exceed $15,000.
6. Suspension of MLS rights, privileges, and services not to exceed one year, with automatic reinstatement in good standing at the end of that one year.
7. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed 3 years.

Note: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of 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.

Note: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20) M

Section 7.1: Compliance with Rules

The Policies that govern the application of fines or penalties for violation of these rules are contained in the ValleyMLS Penalty Policy. A copy of this Policy can be found on the ValleyMLS website.

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

a) for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full
b) for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

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

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 MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on

compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. The participant is subject to these rules regarding licensees affiliated with the participant who are subject to fee waivers under Policy 7.43. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant.

Note: Penalties for Inaccurate or Incomplete Data.
The intent of these Rules and Regulations is to ensure Participants/Subscribers provide the buying and selling public the best possible information and to facilitate cooperation between Participants/Subscribers. The listing office will be notified in writing or by electronic means if there is a violation of the Rules and Regulations.
Note: Participants and subscribers are required to submit accurate listing data and will be required to correct any known errors. (See MLS Policy Statement 7.60)

SECTION 8: MEETINGS

Section 8: Meetings
The meetings of the participants in the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of the bylaws of ValleyMLS.

SECTION 9: ENFORCEMENT of RULES or DISPUTES

The Use of Fines as Part of Rules Enforcement:
The imposition of moderate fines is considered sufficient to constitute a deterrent to violation of the MLS Rules and Regulations. Suspension or termination is a sanction to be used in cases of extreme violations or repeated violations of the MLS Rules and Regulations.

Section 9: Consideration of Alleged Violations.
Under the authority of the ValleyMLS Board of Directors, the MLS Compliance Committee shall hear, review, and give consideration to all written complaints from Participants and their licensees having to do with a violation 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 MLS Compliance Committee and upheld by the ValleyMLS Board of Directors. All decisions will be presented to the ValleyMLS Board of Directors for final consideration.
When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participate in the process, the MLS will appoint a representative to serve as the complainant. (Amended 11/20)

If a member is found in violation of the ValleyMLS Rules and Regulations, the following actions will be taken:
The listing subscriber (agent) and Participant (broker) will be contacted by email. The subscriber will have 3 working days to correct any "correctable" violation or inaccurate data. If, after 3 days grace period, the violation is not corrected, a fine will be imposed, as outlined in the ValleyMLS Penalty Policy.

Section 9.1 Violation of Rules and Regulations.
If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Board of Directors of ValleyMLS, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of their respective Board/Association in accordance with the Bylaws and rules and regulations of the ValleyMLS.Com within twenty (20) days following receipt of the Directors' decision.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of ValleyMLS within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct should be referred to the

professional standards committee of respective Board/Association for processing in accordance with the professional standards procedures of that association. If the charge alleges a refusal to arbitrate, such charge shall be referred director to the board of directors of the association of REALTORS®.

Section 9.2: Complaints of Unethical Conduct

Complaints of unethical conduct shall be referred by the board of directors of the service to the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged violation of one or more of the provisions of Sections 16 and 17 of the Rules and Regulations or request for arbitration, it may be considered and determined by the ValleyMLS Compliance Committee. If a violation is determined, the ValleyMLS Compliance Committee may direct the imposition of sanction (as outlined in the ValleyMLS Penalty Policy) provided that the recipient of such sanction may request a hearing before the Professional Standards Committee of the association, then can appeal any decision made by the hearing tribunal. in accordance with the Bylaws of the association. Alleged violations of Articles 16 and 17 of the Rules and Regulations shall be referred to the Association's Grievance Committee for processing in accordance with the professional standards procedures of the Huntsville Area Association REALTORS® (or to the participants' primary association).

Section 9.3: Complaints of Unauthorized Use of Listing Content

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identifying the allegedly unauthorized content, and be delivered to the MLS within sixty days (60) after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in Section 9.3 of the MLS rules.

Upon receiving a notice, the committee (Board of Directors) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either 1) remove the allegedly unauthorized content or 2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Directors), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the Committee's (Board of Directors) determination, the alleged violation remains uncured (i.e., the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law.

Section 9.4: MLS Rules Violation

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

CONFIDENTIALITY of MLS INFORMATION

Section 10: Confidentiality of MLS Information

Any information provided by ValleyMLS to the Participants shall be considered official information of ValleyMLS. 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.

Note: Unauthorized access of the MLS Database.
Unauthorized access of the MLS database shall be viewed as a violation of the MLS membership duties and responsibilities and shall cause a Participant to be subject to disciplinary action by the MLS Board of Directors.

Section 10.1: MLS Responsibility for Accuracy of Information
The information published and disseminated by ValleyMLS is communicated verbatim, without change by the service, as filed with the service by the participant. ValleyMLS does not verify such information and disclaims any responsibility for inaccuracies. Each Participant agrees to hold ValleyMLS, and their respective staff members, harmless against any liability arising from any inaccuracy or inadequacy of the information such participant provides.

OWNERSHIP of MLS COMPILATIONS and COPYRIGHTS

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.

Use of information from the MLS compilation of current listing information, from the Association's "Statistical Report" or from any "sold" or "comparable" report of an Association or the MLS for public mass-media advertising by a Participant or in other public representations may not be prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Associations or the MLS must include the following notice:

> "Based on information from the MLS for the period (YOUR DATE HERE) through (YOUR DATE HERE). This information may or may not include all listed, expired, canceled, pending, or sold properties of one or more members of YOUR MLS"

Section 11: Submittal of Listing.
By the act of submitting any property listing content to the MLS, the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparable properties. Listing content includes but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.

Digital Millennium Copyright Act (DMCA)
The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or "safe harbors" from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of "online service provider" broadly, which would likely include MLSs as well as participants and Subscribers hosting an IDX display.

One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet Users may post User-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a User posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as $150,000 per work. For this reason, it is

highly recommended that MLSs, participants and Subscribers comply with the DMCA safe harbor provisions discussed herein. To qualify for this safe harbor, the OSP must:

a) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, Subscriber, or other individual or entity.
b) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
c) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
d) Have no actual knowledge of any complaints-of infringing activity.
e) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
f) Not receive a financial benefit attributable to complained-of infringing activity when the OSP can control such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512.

Note: Upon the MLS receipt of a Digital Millennium Copyright Act (DMCA) takedown notice for a violation on a website URL that is owned by the MLS Participant/Subscriber, MLS staff has the authority to remove the alleged infringing material outlined in the takedown notice from the MLS Listing Content within 3 days excluding weekends and federally recognized holidays. The listing agent and listing broker will be notified via the email address on file. The penalty for uploading content that causes another Participant/Subscriber to receive a DMCA takedown notification is outlined in the Fine Schedule.

Section 11.1

All rights, titles, and interests in each copy of every compilation created and copyrighted by the member Association or the MLS and in the copyrights therein, shall at all times remain vested in ValleyMLS.

Section 11.2: Display

Each Participant, ***not including any licensee subject to fee waiver under Policy 7.43***, shall be entitled to lease from the MLS several electronic and/or printed copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the MLS.

Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules. The term MLS compilation, as used in Sections 3 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, data warehouse, card file, or any other format whatsoever.
This Section should not be construed to require the Participant to lease a copy of ValleyMLS Compilation for any licensee affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing and selling real property, and who does not, at any time, have access to nor use of ValleyMLS information or ValleyMLS facility of the Association. For control purposes, licensees who are excluded from leasing ValleyMLS compilation under the terms of this paragraph, should be so approved by the Executive Board.

USE OF COPYRIGHTED MLS COMPILATION

Section 12: Distribution

Participants and their authorized licensees shall at all times maintain control over and responsibility for each copy of any MLS compilation provided them 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 MLS. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Furthermore, none of the foregoing is intended to convey "Participation", or

"Membership" or any right of access to information developed by or published by the MLS where access to such information is prohibited by law.

Section 12.1: Display

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

Section 12.2: Reproduction

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

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

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the participant and those licensees affiliated with the participant who is 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 possessing current listing information, sold information, comparable, or statistical information from utilizing such information to support valuations on properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit the use of existing data feeds or create a separate data feed to satisfy this requirement. MLSs may require executing a third-party license agreement were deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

Note: *It is intended that the participant be permitted to provide prospective purchasers with listing data relating to properties that the prospective purchaser has a bona fide interest in purchasing or in which the participant seeks 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 considering a purchase. Factors that shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.*

USE of MLS INFORMATION

Section 13: Limitations on Use of the MLS Information.

Use of information from the MLS Compilation Data from the Association's "Statistical Report", or from any "sold" or "comparable" report of the member Association or the MLS for public mass-media advertising by an MLS Participant or in other public representations is not prohibited. However, any advertising or other forms of public representations based in whole or in part on information supplied by the member Association or the MLS

must clearly demonstrate the period over which such claims are based and must include the following notice: **"Based on information from ValleyMLS for the period (date through date)."**

Note: In recognition that the purpose of the MLS is to market properties and offer cooperation and compensation to other Participants and Subscribers for the sole purpose of selling the property, and that owner(s) of record of properties filed with the MLS have not given permission to disseminate, sell, or exchange the information for any other purpose. Participants and Subscribers are expressly prohibited from using compilation data for any purpose other than to market property or to support market evaluations or appraisals as specifically set forth herein. Nothing herein shall limit the MLS from entering into licensing agreements with third parties to use this information.

CHANGES IN RULES AND REGULATIONS

Section 14: Changes in Rules and Regulations

Amendments to the rules and regulations of ValleyMLS shall be by consideration and approval of the board of directors of the multiple listing service, subject to final approval by the board of directors of the Huntsville Area Association of Realtors® (shareholder).

ARBITRATION of DISPUTES

Section 15: Arbitration of Disputes

By becoming and remaining a Participant in the MLS, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants, subject to the following qualifications.

a) If all disputants are members of the same Association/Board of REALTORS® or have their principal place of business within the same Association/Boards territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Association/Board of REALTORS®.

b) If the disputants are members of different Associations/Boards of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different Associations/Boards of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the National Association of REALTORS®.

Interboard Arbitration Procedures: Arbitration shall be conducted in accordance with any existing inter-board agreement or, alternatively, in accordance with the inter-board arbitration procedures in the Code of Ethics and Arbitration Manual of the National Association of Realtors®. Nothing herein shall preclude participants from agreeing to arbitrate the dispute before a particular association of Realtors®. (Amended 11/98)

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

(Section 16) STANDARDS of CONDUCT for MLS PARTICIPANTS

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

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

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

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

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

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

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

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

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

Standard 16.10
When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such

discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

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

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

The following types of solicitations are prohibited:

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

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

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

Standard 16.15
On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the owner(s) of record/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the owner(s) of record/landlord not later than execution of any purchase or lease agreement.

MLS Participants shall make any request for anticipated compensation from the owner(s) of record/ landlord at first contact.

Standard 16.16
MLS Participants, acting as representatives or brokers of owner(s) of record/landlords or as sub-agents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

Standard 16.17
MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide or entering a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a multiple listing service,

or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made.

Standard 16.18

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

Standard 16.19

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

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

Standard 16.20

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

Standard 16.21

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

Standard 16.22

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

Standard 16.23

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

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

Standard 16.24

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

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

e) otherwise misleading consumers, including use of misleading images.

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

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

(Section 17) ORIENTATION and TRAINING

Section 17: Orientation Program
Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within sixty (60) days after access has been provided.

a) All Participants and Subscribers must take an "MLS Basic" Class within 60 days of their application. Failure to take the required training will result in suspending the MLS services. *The MLS will monitor the 60-day requirement period.*

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

(Section 18) Internet Data Exchange (IDX)

Broker Content: A Multiple Listing Service must, upon request, promptly provide an MLS Participant (or the Participant's designee) a data feed containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all the Participant's off-market listing content available in the MLS system. The delivery charges for the Participant's listing content shall be reasonably related to the actual costs incurred by the MLS. The data feed must be in compliance with the RESO Standards as provided for in MLS Policy Statement 7.90.

Note: MLSs will not limit the use of the Participant's listing content by the Participant or the Participant's designee.

Internet Data Exchange (IDX)

Section 18 IDX Defined
IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. *(Amended 5/17)*

Section 18.1 Authorization
Note: Select one of the following two options.

Participants' consent for display of their listings by other participants pursuant to these rules and regulations must be established in writing. If a participant withholds consent on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants.*

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

Section 18.2 Participation

Participation in IDX is available to all MLS participants engaged in real estate brokerage who consent to display of their listings by other participants. *(Amended 11/09)*

Section 18.2.1

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

Section 18.2.2

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

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)*

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). Selection of listings displayed through IDX must be independently made by each participant. *(Amended 11/21)*

Section 18.2.5

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

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 MLS database available to any person or entity. *(Amended 05/12)*

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 MLS rules. *(Amended 05/12)*

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

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

Section 18.2.10

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

Section 18.2.11

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

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 11/21*)

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 the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information) may not be displayed. *(Amended 11/21)*

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. *(Amended 05/12)*

Section 18.3.2

Deleted May 2015.

Section 18.3.3

Deleted May 2017; moved to 18.2.12 May 2017.

Section 18.3.4 Display of listing agent

Not locally adopted

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.

Section 18.3.6

Deleted November 2006.

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information.* *(Amended 05/17)*

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 the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.* *(Amended 05/17)*

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

Section 18.3.9

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

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 this MLS.

Section 18.3.11

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.* *(Amended 05/17)*

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

Section 18.3.12

Display of expired, and withdrawn listings is prohibited. *(Amended 5/21)*

*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. *(Amended 05/17)*

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

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

Section 18.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. *(Amended 05/12)*

Section 18.3.16

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

Section 18.4 Service Fees and Charges

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

Display Requirement on ValleyMLS.com

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

(Section 19) 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 MLS listing information, subject to the participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant's oversight, supervision, and accountability.

b. As used in Section 19 of these rules, the term "participant" includes a participant's affiliated non-principal brokers and sales licensees—except when the term is used in the phrases "participant's consent" and "participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all 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.

c. "Affiliated VOW Partner" (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant's supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.

d. As used in Section 19 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

Section 19.2

a. The right of a participant's VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

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

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

Section 19.3

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

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

ii. The participant must obtain the name of and a valid 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 user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one user name and password.

b. The participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, 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.

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

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

i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant

ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use

iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW

iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property

v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database

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

f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

Section 19.4

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

Section 19.5

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

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

Section 19.6

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

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

Seller Opt-out Form

1. Check one.

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

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

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

_____

Initials of Seller

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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.

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.

b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 19.8

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

Section 19.9

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

Section 19.10

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

Section 19.11

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

Section 19.12

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

Section 19.13

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

Section 19.14

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

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

Section 19.15

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

a. expired and withdrawn listings

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

b. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency

c. the seller's and occupant's name(s), phone number(s), or e-mail address(es)

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

e. Sales price if sold information is not publicly accessible in the jurisdiction of the MLS *(Amended 5/21)*

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

Section 19.16

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

Section 19.17

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

Section 19.18

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, 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 11/21)*

Section 19.19

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

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

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

Section 19.20

A participant shall require that Registrants' passwords be reconfirmed or changed every ____ days.

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

Section 19.21

A participant may display advertising and the identification of other entities ("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information (or that of at least one participant, in the case of a VOW established and operated on behalf of more than one participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 19.22

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 19.23

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

Section 19.24

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

Section 19.25

Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours.

(Section 20) Service Area, Purpose, and Mission Statement

Authority
ValleyMLS, Inc., is a wholly owned subsidiary of the Huntsville Association of REALTORS® (hereinafter referred to as the Association). ValleyMLS shall be subject to the MLS Bylaws and to these Rules and Regulations as same may be hereinafter amended.

Regional Partners of ValleyMLS.com
Shall mean the following Boards or Associations who obtain MLS services through ValleyMLS and shall include: Athens-Limestone Association of REALTORS®INC; Dekalb County Association of REALTORS® INC; Etowah-Cherokee County Association of REALTORS®; Huntsville Area Association of REALTORS®; Marshall County Board of REALTORS® Inc; Morgan County Association of REALTORS®

Purpose
ValleyMLS.com was formed to promote, establish, foster, develop and preserve the highest standards of the real estate profession. A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as single agents formerly buyer agents or in other agency or non-agency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease).

Mission Statement
To efficiently provide participants with innovative technology, accurate information, exceptional education, and superior support to facilitate consumers' real estate needs in a professional manner.

Terms of Use
ValleyMLS may add new Terms of Use and require that members agree to those new terms, (such as, new policies or rules as approved by the ValleyMLS Board of Directors) before gaining access into the MLS.

(Section 21) LOCAL RULES and REGULATIONS

Definitions

a) **Owner of Record** is the person(s) recorded on public real estate records as the owner of real property.
b) **"Board"** shall mean one of the regional partners of ValleyMLS association or board.
c) **Additional Dwelling Unit (ADU)** To quality for ADU the unit must have a kitchen, living area and a minimum of 1 full bath.
d) **Working Days:** The term working day(s) used throughout these Rules & Regulations shall be deemed to be weekdays (Monday-Friday) ending at 11:59 p.m. local time (at the location of the Premises) unless otherwise specified in these rules. (In the event a performance deadline occurs on a Saturday, Sunday or holiday, the performance deadline shall be extended to the next following working day. The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
e) **"Unlicensed Assistant"** shall mean a person (a) who does not hold an active real estate license,
(b) who is designated by a REALTOR® Participant in writing as authorized to
access the MLS solely in order to provide services to the REALTOR® Participant, and
who has agreed in writing to maintain the confidentiality of the MLS.
f) **Licensed Assistant** shall mean a person who holds an active Alabama Real Estate license, does not list or sell real estate, and qualifies to pay the normal fees of a licensed agent as detailed in the Assistant Policy.

g) "**MLS Compilation**" means the proprietary compilation of content regarding the sale of real estate that is developed, compiled, and organized by ValleyMLS. The MLS Compilation may include Listing Content and photos relating to the Designated property types.

h) "**Net Listings**" means a listing agreement based on the net price the seller will receive if the property is sold. Under a net listing a broker can offer the property for sale at the highest price obtainable to increase the commission. The MLS will not accept net listings because they are deemed unethical and, in most states, illegal.

i) **Bedroom Defined:** A room intended to be used as a bedroom, that has adequate ingress and egress and with rare exception it must have a closet". The location of said bedroom should have functional utility to the overall floor plan of the house.

j) **"Fee Waiver"** Is permitted if the participant completes the "Certification of non-MLS use" form for an agent within his/her firm. No assessment of subscription fees to VALLEYMLS.COM will occur during the fee waiver period.

k) **Model Homes:** The main photo is required to display, "Model Home-Not for Sale". This same requirement is also included for public remarks. Comments in Agent remarks and Public Remarks must include availability for purchase with any limiting terms and conditions stated.

Model Home: Should include the base price of the house plus any amenities, which must be entered in agent remarks.

a. Once all lots have sold in the community, the Model Home is to be cancelled (or closed, if sold) in the MLS.
b. A new document type called, FEATURED HOME FINISHES will be created to specifically allow agents to enter the home features. (This can be used for all new construction homes)

l) **Manufactured Home on a Permanent Foundation:** For the purposes of listing in the MLS, a Manufactured Home that has had its title dissolved to be listed in tax records as a "Single Family Home" may NOT be entered into the MLS as Property Type "SF" but must instead use MHPF. In order to qualify for this property type, the home must be a) affixed to a permanent foundation, b) have a permanent meter attached, c) have a fixation affidavit recorded, AND d) be taxed as a dwelling.

m) **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.

n) **Listing Content** as used in the National Association's multiple listing policies, including the model MLS rules and regulations, includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

o) **Understanding Listing Visibility Types (LVT) in Paragon:** Paragon implemented LVT to handle complex back-end business rules. For example, for Days on Market to not accrue on Proposed or Under Construction listings, a LVT of *Construction-NO DOM* was created. When you enter a listing as a Proposed or under construction *age,* the LVT will automatically be set as CONSTRUCTION-NO DOM, until the age is changed to New/Never occupied. Once this change occurs, the LVT will change with the age change to the LVT of **MLS Listing** which will trigger the DOM count to begin. There are other LVTs in Paragon as noted below.
(Coming Soon-No DOM), (Office Exclusive- No DOM) (TOM-No DOM).
Note: Searching with LVT Types. To return all expected results, make sure the LVT search parameters match the type of listings you are searching for. For Example, if you are searching for a property that is Under Construction, make sure that you also set the LVT=Construction- NO DOM.

p) **Agent Contact Information Defined.** Contact information is defined as member name, office affiliation, email address, phone number(s), fax number(s) and, Website URLs and any other contact or identifying information.
For Internal Use Only. Contact information in the MLS system is intended for use between members for communication purposes only.
Violations. Members who provide contact information to any party for reasons other than member/member communication will be subject to an automatic fine as outlined in the ValleyMLS Penalty Policy.

q) Pre-Foreclosure. Before selecting Pre-Foreclosure in the Realtor Info Confidential field or noting in Remarks, it is highly recommended that the listing Participant obtain written consent from the owner(s) of record.

- **Pre-Foreclosure Definition:** This refers to the period after the lender has filed the original complaint and filed a lis pendens on the property indicating the intent to foreclose.
- **Foreclosure Definition**: Legal proceedings initiated by a creditor to repossess the collateral for a lien that is in default, which may result in the forced sale of the real property, pledges as a security.
- **Foreclosure listings** where the "right of redemption" applies must be disclosed in the MLS. Foreclosure details cannot be published in any public fields or customer reports.
- **Right of Redemption** must be disclosed in the MLS, despite the status of the foreclosure.

r) **Proposed Construction Defined**

This is a virtual listing with approved building plan(s), but construction has not yet begun. *Proposed Construction (floor plan) listings can be cloned into Under Construction listings once construction begins.*

Proposed construction homes may be entered into ValleyMLS under the Residential Class using the following guidelines:

- The Lot owner has executed a listing agreement with an MLS Participant for the sale of the lot(s). If there is no contractual agreement in place between the lot owner and the builder, the listing does not qualify for entry in the MLS.
- Listings under a Blanket or Master Agreement with the listing firm shall include an exhibit or addendum of the lots to be included under such agreement and identified accordingly (either by lot number, address, PID, if known).
- Only one (1) proposed construction listing, per floor plan, can be entered for any given community. (e.g. If there are 6 floor plans which are available to be built, 6 proposed construction listings may be entered.)
- If at any point a specific floor plan becomes unavailable, the proposed floor plan must be cancelled from the MLS.
- We would suggest the "virtual listing" of a proposed construction/floor plan not yet assigned to a lot be entered as the name of the floor plan as the address. *(Ex. The Delano Plan MONROE STREET)*
- These can be mapped to the MODEL HOME geocode (long/lat coordinates) or another location in your subdivision.
- The List Price shall include the price of the lot and the residential structure to be built.
- The listing agent shall complete all required fields on the listing input form
- The first photo shall be an image of the model home offered or an artist rendering. If the image is different from the actual model, disclosure must be made in the Public Remarks and Photo Description.
- Approximate Age/Construction Status must be identified as Proposed Construction
- PROPOSED CONSTRUCTION will automatically be inserted in public remarks.
- Days on Market will not accrue for Proposed Construction listings.
- The projected completion date will be required and will be used to notify the list agent that the listing is about to expire ((This date can be set to 24 months and can be extended). ***NOTE: The date listed as the projected completion date will control when the listing expires. If you need to update the expiration date, you will also need to update the date in the projected completion date field as well.***
- A lot or block number is not required for a proposed construction listing.
- A parcel ID is not required

s) **Under Construction Definition:**

This listing type is designed for the specific lot and structure where construction has begun but is not complete, and a Certificate of Occupancy has not been issued.

Under Construction Homes may be entered in ValleyMLS.com's Residential Property Class using the following guidelines:

- List price must include the price of the residential structure and lot.
- The Approximate Age/Construction Status must be identified as Under Construction.

- UNDER CONSTRUCTION will automatically be inserted in public remarks.
- A projected completion date must be entered and will control the date the listing expires. The projected completion date cannot exceed 24 months.
- Days on the Market will not accrue for Under Construction Property
- Once construction has begun on proposed construction listing's selected floor plan, for ease of managing and **maintaining the listing, the following recommendation is being made:**
    - The listing agent will copy/clone the most applicable active proposed construction listing on to the correct lot where construction has begun.
    - The copied listing will then be maintained with the correct & agreed upon price.
- The new under construction listing must include the Parcel ID, the full legal property address, including unit # (if applicable).
- This listing requires at least one photo/image/rendering.
- A floorplan representing the finished structure is recommended to be uploaded as an attachment.
- **Once construction is complete, the listing must be changed to New/Never Occupied**

t) **New/Never Occupied** is defined as a property where construction is complete but has never been occupied. (DOM will start to accumulate if the property is Active.)

u) **Status Definitions:**

1) **Active:** A current listing contract exists between the property owner(s) and MLS broker, and the property is available for showings and submission of offers to purchase or lease. (RENTAL listings may be entered as Active up to sixty (60) days prior to becoming available.) The owner(s) cannot have entered into a legally binding sales contract for the property for the listing to be in MLS under the active status. Active status in MLS calculates for Days on Market. Active listings are included in IDX/VOW feeds and are syndicated to third-party sites as directed by the listing brokers.
2) **Contingent:** An accepted contract exists but there are contingencies that must be satisfied prior to closing. (Such as; home inspection, financing, sell of existing home, etc.) Days on Market accrual is discontinued.
3) **Pending:** A real estate transaction status where the buyer(s) and seller(s) have entered into a legally binding contract with an effective date; however, the property has not yet closed/transferred ownership. Pending status listings are not included in IDX feeds or to third-party sites. Days on Market calculations are paused for pending listings. If the status is updated to an active status, Days on Market will resume.
4) **First Right of Refusal** - A contingent contract with a first right of refusal break clause allows the possibility for a subsequent offer to take precedence over the original offer. If a contingency with break clause is in effect, the First Right of Refusal form must be uploaded to the MLS listing as an associated document. The existence and proper notation of a FROR allows a listing to remain in an Active status. These listings are included in the IDX/VOW feeds, syndicated to third-party sites, and will have Days on Market accrue. The FROR listing will include a field to specify the notice to perform (removal of the contingency) by the purchaser: 24-hour, 48-hour or 72-hour notice.
5) **Coming Soon:** A Coming Soon status is a temporary status and is limited to 5 Calendar days.
    - An executed MLS listing agreement must be on file.
    - Seller requests and authorizes Broker to utilize the "Coming Soon" status in the MLS system while the Property is being prepared for sale and marketing.
    - The Property will be entered into the MLS in Coming Soon status and in accordance with the MLS rules.
    - If seller elects not to sign the Coming Soon addendum, then no Coming Soon sign, rider or advertising on the property, representing Coming Soon, or any variation thereof, can take place until the home is Active in the Multiple Listing Service.
    - The "Coming Soon" status is a temporary status and requires an "Expected On-Market Date" no more than 6 days in the future. The listing may be changed to an Active status prior to reaching this date, but it will *automatically* change to an Active status on the morning of your Expected On-Market date OR the 6th day it has been in the MLS, whichever is sooner.

- The "Expected On-Market Date" of a listing in Coming Soon status will be published on all subscriber and agent displays of MLS data by MLS (e.g., listing reports, valleymls.com, etc.).
- If the property is ready and available prior to the Expected On-Market Date, the status of the listing can be updated to "Active" in the MLS.
- Coming Soon listings do not calculate Days on Market (DOM) while in this status, however, once the status is active DOM count will begin to accumulate.
- Coming Soon listings must have a minimum of one CURRENT front exterior photo or rendering, aerial photo, or water view of the property. Front exterior photos must show a majority of the total home/building and the broker's yard signage may not be visible in the photo/image. No people can be visible in listing photos.

A *listing broker may not re-list a property in COMING SOON status unless:*

- *The listing has been in EXPIRED or CANCELLED status for over 60 days, or*
- *The property is listed with a new brokerage firm, or*
- *The property has been sold/closed or rented*
- Listings may not be transferred from any other status to COMING SOON.

MARKETING: Coming Soon listings can be promoted (as coming soon) on MLS Public Website only. Agents may also display a yard sign and may advertise coming soon listings on social media once the property is listed in the MLS. Coming soon listings will be excluded from distribution to third-party sites.

SHOWINGS: No showings are allowed during the time the property is listed in Coming Soon Status. A penalty will be assessed to the Listing and Buyers Agent for any showings that occur during the time in this status.

DOCUMENTATION: The COMING SOON ADDENDUM MUST be attached to the listing (or otherwise provided to ValleyMLS.com) within 3 working days of a entering the property into the MLS.

6) **Office Exclusive Listing:** If the seller refuses to permit the listing to be disseminated by the MLS, the Participant may then take the listing (office exclusive) and such listing shall be entered in to the MLS but will not disseminated to other Participants. Office Exclusive listings are listings that are to be promoted and sold only within an individual brokerage office. Office Exclusive listings are an important option for those sellers who are concerned about privacy and wide exposure of their property being for sale. An office exclusive listing will not be included with other similar properties when MLS members perform a search for available inventory in the area and price range where properties meet the Office Exclusive criteria. The property may not be included and may not be automatically updated on national and/or local Broker websites. The broker may or may not offer compensation to cooperate with other real estate brokerages in the marketing or sale of this property.

   MARKETING: In an office exclusive listing, direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients is permitted. However, no public marketing is allowed in this status. If an Office Exclusive listing is publicly marketed, the **status must be changed from Office Exclusive to an Active status within one (1) business day of any public marketing.**

   SHOWINGS: At Broker and Clients Discretion

   DOCUMENTATION: Filing of the listing should be accompanied by the "Office Exclusive Addendum" form signed by the seller indicating that he/she does not desire the listing to be disseminated by the service

7) **Expired:** The listing contract has passed its termination date. *The broker may extend the expiration date on an expired listing if the expiration date is less than 30 days in the past.*

8) **Temporarily Off Market (TOM):** A current listing contract exists between a property owner and a broker. This status is to be used when the property cannot be shown. Property can remain in this status for up to 30 days. TOM will not appear on the Hot sheet.

MARKETING: Temporary Off Market suspends the marketing of the property. The marketing prohibition applies to ALL promotion of the property during the period in TOM status. If a property continues to be advertised, the **TOM status may not be applied to the listing**.

SHOWINGS: No showings are allowed while in TOM status. If a showing is scheduled, the **TOM status may not be applied to the listing.**

DOCUMENTATION: The SELLER is the only individual that can initiate a listing being classified as TOM. As such, any TOM listing will require certification, signed by the seller, indicating their initiation of the TOM status which must accompany any TOM listing in the MLS.

9) **Withdrawn:** The listing has been withdrawn (not cancelled) from the market, but a contract still exists between the seller and the listing member. Withdrawn status does not represent any intention of returning to the market or not. If the listing agent does not return to the market, it will expire at the end on the expiration date.

   MARKETING: Withdrawn suspends the marketing of the property. The marketing prohibition applies to ALL promotion of the property during the period in Withdrawn status. If a property continues to be advertised, the **Withdrawn status may not be applied to the listing**.

   SHOWINGS: No showings are allowed while in withdrawn status. If a showing is scheduled, the **withdrawn status may not be applied to the listing.**

   DOCUMENTATION: The SELLER is the only individual that can initiate a listing being classified as withdrawn. As such, any withdrawn listing will require certification, (listing change notice) signed by the seller, indicating their initiation of the withdrawn status which must accompany any withdrawn listing in the MLS. (upload as an associated document)

10) **Cancelled:** Seller and broker/listing agent mutually agree in writing that the property will be removed from the MLS and the listing agreement terminated prior to the expiration date within the executed listing agreement. Only brokers and office administrators may change a listing to cancelled status.

11) **Closed/Sold:** Property has been closed and transferred ownership.

12) **Provisional Listings** – Prior to obtaining a listing agreement a listing may be entered in as a provisional listing status (for up to 20 days) to allow agents to run CMAs.

    Note: Once the Seller signs the Listing contract, the provisional status must be changed to an Active status within 3 working days.

v) **Definition of Selling Office/Agent**

For sold transactions, the selling office/agent are defined as the office/agent compensated as the buyer's brokerage. Accurate reporting of the selling office/agent ID is required.

w) **Seller Concessions Definition:**

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

x) **Base Offer**: The amount of compensation being offered to a cooperating participant contingent only upon being the procuring cause of the sale. This amount is entered as either Buyer Broker or Transaction Broker compensation, and the term "Base Offer" is used only to provide clarification between this amount and any additional compensation, such as a "Bonus," which may be offered and can be conditional as described in the "Additional Compensation" section below.

Photos and Virtual Tours.

a) Residential and Land/Lot property in ValleyMLS.com must have a minimum of one CURRENT front exterior photo or rendering, aerial photo, or water view of the property before a listing is active. The current front exterior photos must show the majority of the total home/building.
b) The broker's yard signage may not be visible in the photo/image.
c) No people may be visible in listing photos.
d) Model Homes: The main photo of the model home must display, "Model Home-Not for Sale".
e) Photos must remain on the listing as part of the historical record showing the listing as it existed when it was active in the MLS.
f) Photos must prominently display a watermark, or text, to depict when a listing contains virtually staged images.

g) Copying media from another Participant's listing is not permitted unless prior written permission from the media owner has been obtained. If challenged by another Participant, proof of ownership or permission must be submitted to the MLS department immediately upon request.
h) As part of your membership agreement, you grant ValleyMLS.com a non-exclusive, transferable, sub licensable, royalty-free, worldwide license to use photographs that you upload in your listing content. At the option of participants, and via a separate agreement, copyrights in photographs and listing content may be assigned to ValleyMLS.com such assignment enables the MLS to register the copyrights of the photos and listing content, which may help in protecting your photos and content in the event it is misused by another party.
i) Photos shall not include any contact information such as names, phone numbers, email addresses, web site addresses, agent photographs, logos, or promotion for any agent and/or company is permitted.

   Note: The sellers can withhold photographs (at the time the listing is submitted) from the MLS after written authorization is provided to the listing Broker/Agent and then supplied to the MLS department. A logo will be added when written authorization has been received which states "Photo not available per seller's direction".

j) **Acceptable Photo Size and Format**: You may submit up to 50 photos or other media types, per Listing. Photo files may not exceed 20MB in file size. Paragon has an Image Resizing Tool which allows you to resize your photo if it is too large. Image size refers to the resolution of the photo. Paragon's Maximum resolution is 3072 x 2304 (large images will be compressed, and minimum resolution is 640 x 480. You can upload JPG, PNG, and GIF images; however, you can only use a JPG image for the Agent Image and Office logo. It is recommended NOT to check the "Preserve Original Image Format" option when uploading your image. File Name Special Characters, such as \\/: *? \"<>| etc., cannot be used in the photo file name.

k) **Deletion/Removal of MLS Data.** Once a listing is active, all subsequent listing history (including photos) is to remain intact and cannot be removed at the request of any 3rd party, homeowner or Participant/Subscriber

Virtual Tour Guidelines: Virtual tours submitted to ValleyMLS.com shall comply with the following guidelines:

a) The primary focus of the tour shall be of the subject property.
b) No people may be visible in virtual tour.
c) The tour must be hosted on an Internet accessible server from which a Participant can retrieve the tour by selecting that tour's hyperlink. The URL must be an unbranded link. Example: If using a YouTube channel to host your link, the channel must be a generic link that cannot be linked back to the listing agent/brokerage.
d) No marketing of the listing agent is allowed. Readable for sale signs to include real estate related services signs, web addresses, etc. cannot be super imposed on photo. This rule applies to all public fields that are generated on a "customer report".
e) By submitting the tour, Participants are representing to ValleyMLS.com that the Participant has permission to allow the display of the tour in MLS and that ValleyMLS.com in turn has permission to redistribute the tour hyperlink as a part of the MLS Compilation.

Listing Remarks

Rules and display guidelines relating to listing remarks vary by section:

- **PUBLIC REMARKS:**

Information in the Public Remarks field in the Listing shall be limited to information describing or marketing the listed property, to include any offers of seller-paid closing costs, repair allowances, or home warranties. Such field shall not include information about individuals or co-brokerage arrangements or any alarm codes or other information about how to gain access to the property. Public Remarks shall not direct the user in any way to contact information or other information about a real estate agent or broker or any other individual or entity with a connection to the business of real estate. Any other use of a photo, floor plan, electronic file, rendering, virtual tour, website url, or other media to advertise or promote an agent, broker or real estate brokerage, or any other individual or entity, is strictly prohibited. EXCEPTION: Properties entered in the RENTAL class may display a URL link to the rental application. For Model Homes, the first comment in public remarks is to read, "Model Home-Not for Sale".

- **AGENT REMARKS:**

(Private) This private field shall only be displayed to other MLS subscribers and shall not be displayed to customers, clients or consumers. It shall be used to convey additional information related to the listed property or information related to the transaction of the listed property.

Calling/Access Codes

For security purposes, the following information may only be published in the agent remarks section provided in the MLS: combination lockbox codes, security gate codes, security system alarm codes or any other codes for equipment or systems designed to ensure the security of the property.

Duplicate Listings.
The MLS will accept only one listing per PPIN or Parcel (Tax ID) number per property type classification. Properties may not be listed more than one time, for example entered separately as a "three bedrooms" listing and as a "four bedrooms" listing or entered once in each of two different subdivisions, in more than one city, county, zip code, property style, etc. If appropriate, a property can be listed in more than one property type classifications.

Reporting Requirements (Duplicate Listings) All duplicate listings must be maintained concurrently. If the property sells, the closing must be reported on only one MLS. Any additional listings must then be administratively canceled by the broker. When canceled there must be a note made in agent remarks referring to the sold MLS ID number.

Listing in Multiple Classes

a. Residential properties that are both "for sale" and "for rent" can (but are not required to) be listed in both the RESIDENTIAL and RENTAL Class. (Likewise, Commercial properties can be both "for sale" in COMM/IND/BUSINESS and "for rent" in the COMM LEASE class.)

b. Properties that are zoned both Residential and Commercial can (but are not required to) be entered in the COMM/IND/BUSINESS Class in addition to one other appropriate class: RESIDENTIAL, MULTI-FAMILY, **or** LAND/LOTS. ***(In order to list property in both classes, you will need to change the "Commercial Zoned" Y/N to YES in the Residential Class).***

c. Properties that are listed as property type Farm with Home can be listed in both Residential and Land/Lot.

Parcel ID (TAX ID)
All listings must have the correct Parcel ID number and/or format. If additional parcels must be sold together, the listing can be broker loaded as one listing by adding one parcel ID and including the additional parcels in Agent Remarks. **Exception:** Proposed and Under Construction listings are exempt from the parcel requirement.

Tax Autofill
The following fields are available for auto-population from the ValleyMLS tax data when entering a new listing: City, county, Lot, Block, Parcel ID, State, Zip, Legal Description, and Tax Year Built. These fields are subject to change as approved by the ValleyMLS Board of Directors.

Required Contact Information

- Participants and Subscribers shall always maintain a valid email address and cell phone number on file.
- ***Contact information in ValleyMLS is for ValleyMLS users only and not to be shared with third party vendors.***
- The listing agent's primary contact (cell) number will be made visible on all listings within the MLS.

Map
The subject property's location on the MLS map must be correct.

Active listings must be available for showing immediately upon submission in to ValleyMLS *with the exception of tenant-occupied investment properties. Proper documentation indicating this as tenant-occupied investment property must be available upon request to the MLS.*

Listings Not Available for Showing:

a) Listings may not be entered as Active prior to being available for showings by all Participants/Subscribers. For example: The MLS will not accept listings with "No showings until" or "Showings to begin on."
b) Exception: A listing entered as "tenant-occupied: do not show" is considered investment property and may be Active without being showable. Proper documentation of this type of property is required if audited by staff.
c) Active Listings that become temporarily unavailable for showing by other Participants for any reason whatsoever must be changed to Temporary Off Market (TOM) status within three (3) days excluding weekends and federally recognized holidays. Property can remain in this status for up to 30 days maximum and will return to Active automatically unless reactivated in the interim.

MARKETING: Temporary Off Market suspends the marketing of the property. The marketing prohibition applies to ALL promotion of the property during the period in TOM status. If a property continues to be advertised, the **TOM status may not be applied to the listing**.

SHOWINGS: No showings are allowed while in TOM status. If a showing is scheduled, the **TOM status may not be applied to the listing.**

DOCUMENTATION: The SELLER is the only individual that can initiate a listing being classified as TOM. As such, any TOM listing will require certification, signed by the seller, indicating their initiation of the TOM status which must accompany any TOM listing in the MLS.

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 when:

a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly with the seller, or
b) after reasonable effort and no less than 1 day after the cooperating broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by the cooperating broker by giving notice to all Participants through the MLS
c) Cooperating Participant/Subscribers must contact the Listing Participant to arrange appointments to show a listed property, even if the property has a lockbox affixed to it unless the Listing Participant has given specific written permission to show the property without first contacting them.

In the event all showings and negotiations are conducted solely by the seller, the listing broker shall clearly set forth such fact in the listing information published by the service.

Investment Properties

Properties may be noted as "Investment Properties" in the Residential Class by selecting an "Investment Tenant Option" from the dropdown. Only properly-noted, tenant-occupied investment properties may be Active without allowing showings. *Proper documentation indicating this as tenant-occupied investment property must be available upon request to the MLS.*

Driving Directions

Driving directions are required in the field provided and must be full narrative driving directions that include full street names, beginning and ending points and use standard directional designations such as north, south, east and west. Directions may not refer the User to an online electronic mapping service, e.g., MapQuest or GPS latitude and longitude coordinates, as a substitute for entering narrative directions. Driving directions shall not contain URLs, references to websites, contact information or any other verbiage not related to driving directions.

#Total Bedrooms

The number entered in the Total Bedrooms field will prompt additional required details of, dimension, level and at minimum of one descriptive term. Example: If you enter a total of "4" for bedrooms, you will then be required to enter the dimensions, the bedroom level and a descriptive term for each of the 4 bedrooms.

Requirement for Entering Rooms in Paragon:

When you enter a new listing into Paragon, the first three rooms are auto selected for you. These 3 rooms are:

Room 1 = Living/Great or Family

Room 2 = Kitchen

Room 3 = Master BR

For rooms 4-18, you select any room from the list of available rooms.

The Dimensions/Level and a minimum of 1 Description term of the room is required for Rooms 1-3 AND Bedrooms.

Owner Name Required

The FULL NAME of the owner of record is required in the MLS.

Exception: If the listing is listed by a relocation company, etc., the relocation company must sign an opt-out form which would exempt the listing agency from having to disclose the owner's name.
Exception: Properties in the RENTAL class are exempt from this requirement.

Listing Manipulation/Days on Market.

Listing must reflect the correct status at all times and may not be inactivated through a change of status and then be reactivated to cause the listing to appear as new. The only valid reasons for changing a listing number is the execution of a new listing agreement by a new office or the execution of a new listing agreement on a property by the same brokerage which is dated at least 30 days after expiration or cancellation of the prior agreement. The systems CDOM (Cumulative Days on Market) will reset to zero after 60 days off the market.

- Days on Market (DOM) and Cumulative DOM (CDOM) are calculated from the LIST DATE to the CURRENT date for Active listings. (Listings that have any of the *NO DOM* Listing visibility types, as described above, will not accrue DOM while in that LVT type)
- A listing must remain off-market for 30 days before it can be relisted by the same company and get a new MLS number. Once off market for 30 days the DOM will restart at zero.
- Cumulative DOM will still accumulate unless the listed property is off the market for over 60 days.
- DOM do not accumulate on Proposed or Under Construction listings, however, they may only remain in this status for 6 months before they expire.
- Coming Soon listings do not accrue Days on Market until the listing status is "Active" in the MLS System.
- Office Exclusive Listings do not accrue Days on Market.

Audits

The listing office is required to keep on file, the listing contract, computer input form or agent full printout, and copies of any broker loaded changes. If audited by the MLS department, the listing office must furnish said forms within 24 hours to ValleyMLS.com. If forms are not provided then a fine is imposed as noted in the ValleyMLS.com Penalty Policy Document. ValleyMLS is authorized to randomly audit broker loaded listing for accuracy and compliance.
When requested by ValleyMLS, the closing documents, sales contract, any counter offer forms, and all addendums are to be provided to the MLS within 24 hours in order to avoid a penalty. ValleyMLS is authorized to randomly audit broker loaded sold data for accuracy and compliance.

Submission of Requested Documents:

When requesting documentation for purposes of auditing a listing, the documents must be received within 24 hours not including holidays or weekends.

Housing for Older Persons.

Disclosure of qualified housing for older persons in the MLS database is possible. Any listing otherwise eligible for dissemination in the MLS database that is located within a community that is "qualified housing for older persons" under the Fair Housing Act, and thus may lawfully limit occupancy to such older persons (e.g. an "over- 55" or "over-62" community).

Source of Square Footage

Source of SQFT is a required field and only one of the following options is permitted:

- Appraisal /Certified Measurer
- Survey
- Realtor Measured
- CubiCasa
- Plan/Specs ***(only for Proposed Construction, New Construction, or New/Never Occupied properties)***
  and
- See Remarks (***When choosing "see remarks" a 2nd option from the above list must also be selected***).

In order to ensure accuracy, MLS staff may audit for this documentation. Agent will be required to provide any noted source of square footage upon request. (Tax Records are not a valid source).

Total Square Footage Count
Finished Square Footage is defined, for the purposes of this MLS listing, as an enclosed area suitable for year-round use, embodying walls, floors, and ceiling that are finished in a manner consistent with the rest of the house. In order to be considered finished, this space must have a permanent and sufficient heat source.
A finished area that is not connected to the main residence by a finished hall or stairway (such as an ADU) must be listed separately. If you have to leave the house to get to the room, it's not part of the finished floor area. *(Detached Finished Sq Ft has a separate field on the Input Form.)*

Total Square Footage Break Down and Fields
The following fields will be used in the Total Square Footage Count:
1st Level/Above Grade Sqft
2nd Level/Above Grade Sqft
3rd Level/Above Grade Sqft
Finished Basement/Below Grade Sqft

Legal Description
This field should only contain the "Legal Description" as listed on the Deed or the Tax Assessors office.

HUD Listings.
HUD listings must be identified in AGENT REMARKS and if so identified, must include information that the cooperating broker must be registered with HUD.

REO/Bank Owned Disclosure.
REO/Bank Owned/Foreclosure properties must be noted if right of redemption applies or may apply in applicable fields or remarks. If applicable, the foreclosure deed date must be stated in remarks or appropriate fields. Foreclosure documents must be uploaded to the listing.

Association Documents/Attachments.
Attachments to listings must be in compliance with MLS Rules and Regulations. Make sure to select the appropriate listing visibility type assigned to each document that you attach.

Lead Based Paint
For any dwelling built prior to 1978, the listing agent must upload a seller-signed Lead Based Paint Disclosure to the listing. (Failure to do so would be a Cat 1 penalty.)

Energy Efficiency Documentation:
Entry and disclosure of energy efficient (green) property features in the MLS database is optional. However, if the listing agent selects an option from the Green Certifications field, documented proof of that feature or certification must be uploaded to the listing immediately following listing entry or update.

Unauthorized Access Prohibited.
Unauthorized access to the MLS system/services or distribution of MLS data is strictly prohibited.
Subscribers shall be given access credentials, a password, and any other form of individual secure identification that ValleyMLS may implement to preserve security of the system. Subscribers may not share their access credentials with anyone, whether the other party is another Subscriber or non-Subscriber. Furthermore, Subscribers may not share access to the system by allowing anyone else to participate in an online access session using their access credentials, whether or not the actual credentials were disclosed or shared.
Only Member Participants, Subscribers and administrative assistants who are authorized by Participants may have access to the Service. Each user must use his or her own MLS login name and password and he/she shall not disclose a MLS login name or password to anyone. An infraction of this rule is a violation as described in the ValleyMLS Penalty Policy.

Terms not accepted in a listing:

No listing filed with ValleyMLS shall be accepted by the ValleyMLS office for distributions to the membership unless the full terms of the sale which would be acceptable to the owner are stated. "Terms to be arranged", "At full price" or "Motivated Seller, are not allowed to appear in ValleyMLS. No reference that would indicate the owner would take less than the full list price may appear on the listing.

Closing Regulations:

Noting in a listing that a closing must take place with a particular settlement service provider is not allowed. This is a RESPA violation (Regulation X 1024.15(b)(2)).

Note: This opinion has been submitted and validated by the National Association of Realtors' legal team.

Broker Load:

Companies may load their own listings and perform limited changes to their own listings in ValleyMLS computer system. However, only persons trained for this purpose shall be allowed to do so. The listing company will remain responsible for the accuracy of the input. The Participant is required to submit the required Broker Load form before listing Maintenance access is enabled.

Administrative licensed Office Assistants

A Participant, who certifies in writing, by completing the "Request for Broker Load/Assume Identity" form, that a ***licensed assistant*** will not list or show property is eligible to pay ½ MLS fees for the licensed assistant. If found in violation of this policy, a penalty of $2500 will be assessed to the Participant, plus all fees due (calculated from the date of the annual application). The licensed assistant will immediately forfeit the current waiver of reduced MLS fees.
Note: There is a $50.00 transfer fee for a licensed assistant.

Maintaining Schools

ValleyMLS schools will be maintained to reflect the current schools as listed on the Board of Education's website for the current school year and will modify/change or schools will be removed as they are updated by the Board of Education. School Fields are Elementary, Middle, High, and Intermediate/Other.

Commission Apportionment Disclosure

If the listing broker elects not to disclose to a cooperating broker how any reduction in the gross commission will be apportioned between the brokers, then the listing broker will be obligated to pay the cooperating broker the compensation stated in the listing. Timely disclosure of the manner of apportionment of any commission reduction must be made by either placing the disclosure in the listing or providing the disclosure to the cooperating broker **prior** to the cooperating broker submitting an offer of purchase.

- **a)** Where Participants communicate to other Participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating Participants, listing Participants shall disclose to cooperating Participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 24 hours of notification from the lender. Commissions must be listed in the appropriate fields and NOT in remarks.
- **b)** Listings in ValleyMLS which reference additional land or properties being available shall clearly state the cooperation and compensation offered if different from the subject property.

Projected Closing Date:

If a closing date changes or gets extended, the "Projected Closing Date" in the SOLD section of the listing **must** be updated to reflect the correct date. Failure to update this date within three (3) business days, excluding weekends and federally recognized holidays after one (1) day warning notice, will result in a fine based on the progressive fine schedule. *The projected closing date is required when updating a listing to either Contingent or Pending.*

Buyer Agent Name Disclosure:

The name of the Buyer's agent must be entered when maintaining the listing status from active to Contingent and/or Pending in the MLS. (**This is a private field and can only be seen by the Listing Agent and MLS Staff)**

Estimated Closing Statements

Shall be provided to each party in single family residential transactions as required by Alabama Real Estate Law.

Listing Types Not Accepted.

The MLS does not accept the following types of listings:

a) **Net Listings:** A Net Listing is an agreement to pay the owner(s) of record a "net" price for their property regardless of the sales price. The service may not accept **net listings** because they are deemed unethical and, in most states, illegal.

b) **Open Listings** are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation

c) **Mobile/Manufactured Home without Real Property**: (Any Property which does not include an interest in land will not be published in MLS)

d) **Co-List Non- Member**

Listings that are co-listed with another licensee who does not subscribe to ValleyMLS or co-listed with a licensee subject to a fee waiver under Policy 7.43 may not be entered into ValleyMLS.

e) **Auction Properties:** Listing will be disseminated through ValleyMLS if the seller accepts specific offers from a cooperating agent through the Listing Agent.

Exception: Members of ValleyMLS with an active auctioneer's license are permitted to enter auction listings in the approved section of ValleyMLS.

f) **Equitable Interest Listings:** Only properties being sold by the owner of record are permitted to be listed in ValleyMLS.

Other Listing Types:

The MLS does not regulate the type of listings Participants may take, but it does not accept every type of listing. Participants of the MLS are free to accept other types of listings that are handled outside the MLS.

Agency Representation: The MLS accepts listings from Participants representing their customers as single agents, limited consensual dual agency, or transaction brokers.

Sold Data for Comp purposes Only: These entries are optional. To enter a listing as a "comp only" entry, participants must have a transaction broker listing agreement or have express written permission from the seller, (i.e., a Brokerage Fee Agreement) AND also from the buyer allowing for inclusion in the MLS after closing. Please note that in the remarks, the entry into the MLS is "For Comp Purposes Only."

**This differs from a "Sold Before Circulation" entry where a listing agreement pre-dates the offer on a property that has not yet been entered in the MLS. In these cases, you are required to enter the property into the MLS within 3 days of the ratified contract with the remarks "Sold Before Circulation."

Named Prospects.

Exclusive Right of Sale Listings, Exclusive Agency and Limited-Service agreements with "named prospects" exempted must be clearly distinguished by indicating "Exclusion" in agent remarks.

Use of MLS Data Entry Form.

Participants shall utilize the current approved MLS data entry form, complete all required fields and obtain all required signatures.

Owner Association required fields

OWNER ASSOCIATION – For both Residential and Land/Lot listings, when there is an Owner Association, the following fields are required: OA Name, OA Fee, OA Contact Info (phone number or email), and any Maintenance and/or Transfer Fees. Listing agents are required to verify this information prior to entry in the MLS. It is strongly recommended that agents use the OA Info Sheet available in MLS documents.

Change of Terms and Status of a Listing.

For cancelled, contingent, pending, leased, or sold must be reported to the multiple listing service by the listing subscriber within 3 working days after they have occurred.
No new listing may be added and immediately changed to a SOLD status without first changing the status to either contingent or pending in order to allow the normal progression of history to occur for each listing.

Lockbox Authorization.

The MLS requires written authorization from the property owners to the Listing Participant prior to placement of a lockbox on the property. This authorization may be selected by the owner(s) of record in the Exclusive Right of Sale or Exclusive Agency Listing Contract. This authority may be established in the listing contract or in a separate document created specifically for that purpose.

Lockboxes and key Control

ValleyMLS Boards/Associations

The Lock Box systems are an activity of each of the following boards: The Huntsville Area Association of Realtors, Athens-Limestone Association of Realtors, Marshall County Board of Realtors, Morgan County Association of Realtors and Northeast Alabama Association of Realtors.

Authorized Users:

REALTOR® and REALTOR-associate® and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a REALTOR®, shall be eligible to hold a key subject to the execution of a lease agreement with the association.
Authorized users must maintain a current real estate license or appraiser's license in the jurisdiction where they are using the Lockbox and/or App and promptly notify his/her Association should they cease to hold a valid license.

Unlicensed personal assistants, administrative and clerical staffs who are under the direct supervision of a designated REALTOR® or their licensed designee, upon application for affiliate membership, are eligible to lease an electronic key and or purchase an Electronic Lockbox. Note: An affiliate key is a lock box electronic key that has been programmed to work with a CBS (Call before Showing) entry code.

Licensed or certified appraisers who are not REALTORS® and who are not also licensed as a real estate broker or salesperson, upon application for affiliate membership, are eligible to lease an Electronic Key and or purchase an Electronic Lockbox.
Affiliates (including appraisers who are not REALTORS) may only enter properties for which they have an appraisal assignment or with permission from the listing agent.

Affiliate members of each of the ValleyMLS boards will need to work directly with the board where they hold membership to verify eligibility.

Each ValleyMLS board *may* allow the qualifying broker or their designee to authorize a loaned lockbox electronic key to a licensee within his company, **who is already an existing key holder**, under his supervision in case of an emergency.

1. MLSs may require placement of an "approved" lockbox on listed properties if any device giving access to real estate professionals or service providers is authorized by the seller and occupant and is placed on the property. The purpose of this requirement is to ensure cooperating participants and subscribers have timely access to listed properties. Requiring that a lockbox or other access device be "approved" does not limit the devices that satisfy the requirement to lockboxes leased or sold by an association or MLS.
2. The association or MLS may require that the devices be submitted in advance for approval, and the access device may be any lockbox or other access device that provides reasonable, timely access to listed property. The association or MLS also may revoke the approval or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. Keys to properties may not be loaned to anyone without the written permission of the owner.

3. The Association of REALTORS®, may at its discretion, repurchase the Electronic Lockbox at the current established price.
4. A lockbox must be removed from the property within 2 business days after the date that the listing status is changed to sold, leased, cancelled, or expired.
5. Properties coded as "Lockbox" in the **SHOWING INSTRUCTIONS** field on a listing must have an association issued lock box.

Agreement Holder SHALL:

- Secure written authorization from property owner(s) prior to installing or using the Lockbox on property and shall provide his/her Association with a copy of the written authorization upon written request by Association.
- Prior to installation and use of Lockbox, include in a listing agreement or some other agreement signed by the property owner(s) an acknowledgement by property owner(s) of the risk of using Lockbox and release of Associations, and the officers, directors, members, employees, independent contractors, and agents of Associations, from any and all liability in connection with Lockbox.
- Use App only for the purposes of gaining authorized entry into real property pursuant to the exercise of authority or responsibility derived from the agency, subagency, or other legally recognized brokerage relationship granted by the owner in the listing agreement or offer of cooperation by the listing agent, or from an appraisal relationship with the owner or contract buyer.
- Keep App in Holder's possession or in a safe place at all times.
- Close and lock any windows or doors opened or unlocked by Holder or by anyone admitted by Holder prior to leaving the property.
- Ensure that the key is properly replaced in the Lockbox and Lockbox is properly closed when leaving a property.
- Ensure that the correct property key is returned to the proper Lockbox if there is more than one Lockbox on the property.
- Only issue or distribute SentriConnect® to *licensed agents, brokers, inspectors, contractors or the property owner(s) and only with written permission from the property owner(s). Before issuing a SentriConnect® to an agent, broker, inspector, or contractor, Holder shall: i) Obtain the agent, broker, inspector, or contractor's name, phone number and company name and phone number; and ii) Confirm that the agent, broker, inspector or contractor is licensed in the appropriate jurisdiction. One-Day Codes shall only be used for work activities such as showings; home inspections; radon testing (including drop-off and pick-up of radon equipment); termite inspections; repairs to the property; and appraisers. iii) Coordinate with the owner or the tenant in advance if the property is occupied.
- Notify his/her Association of any address changes within forty-eight (48) hours.
- Notify, by telephone or in writing, his/her Association within forty-eight (48) hours in the event App is lost, stolen or otherwise unaccounted for.
- Inform their Association within forty-eight (48) hours of termination of employment of a Personal Assistant.
- Promptly notify his/her Association in writing upon transfer of ownership of Lockbox to another authorized individual, including the serial number/Shackle Code of the transferred Lockbox.
- Shall promptly comply with audit and inspection requests by Association and return all equipment, Lockboxes and Apps in Holder's possession to his/her Association upon demand as provided for in these Rules.

Agreement Holder SHALL NOT:

- Issue Sentriconnect to an agent who is a subscriber of ValleyMLS. All agents must obtain their own key.
- Keep your lockbox code with your key.
- Loan Electronic lockbox keys to other agents or members of the public under any circumstances.
- Loan Lockboxes to the public under ***any*** circumstances.
- Use or convey information derived from viewing properties to anyone for any purpose other than to facilitate the sale or lease of real property.
- Allow Holder's PIN to be attached to App.
- Disclose or provide Holder's PIN or password to any third party.
- Lend or permit App to be used by any other person.
- Assign, transfer, or duplicate App or allow any other person to do so.
- Duplicate the property key, lend the property key to any person or permit the property key to be used by any other person.

- Allow anyone who has been admitted to the property by Holder to remain in the property after Holder has left the property without the consent of the property owner(s).
- Issue or use SentriConnect® to access property without written permission of property owner(s).

Any violation of the above rules may result in a fine of up to $15K or service termination.

Track Price Change Information:

Allow the display of price change history of listings in advertising including (but not limited to) IDX, in accordance with NAR's Section 16 of the MLS Handbook.

Track Time on Market Information:

MLSs are not required to track or report days/time on market information (i.e., the length of time a property has been listed for sale pursuant to a current listing agreement or prior listing agreements, whether with the same or different listing brokers or firms). If such information is tracked by an MLS and made available to participants and subscribers, neither it nor any information from which it may be determined (such as the current list date, or prior list and expiration dates) shall be classified as confidential, nor may participants be prohibited from making such information available to clients or customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other participants' listings as a matter of local option.

Team Sales/Team Production

Team sales cannot be claimed or advertised as personal production. ValleyMLS.com team members are required to submit all listing and sold data to the MLS based on the current Paragon platform and subject to audit if challenged by another VALLEYMLS.COM member or staff. Member non-compliance to be addressed in the Penalties and Enforcement Procedures section of the Multiple Listing Service Guidelines of the ValleyMLS.com and/or as modified by the O&D.

Advertising Listings Filed with the Service

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

RATIONALE:

The Code of Ethics, • Standard of Practice 12-7

Realtors® who participated in the transaction as the listing broker or cooperating broker (selling broker) may claim to have "sold" the property. NOTE: Unresolved violations will fall under the Code of Ethics and will be handled via Professional Standards.

- The practice of ValleyMLS.com members who claim company /team sales production as personal production for sales of which the agent had no direct involvement in the transaction without proper disclosure and categorization, could be determined to be in violation of the Realtor Code of Ethics and MLS guidelines for the following:
- Misleading to the public by making claim to sales of which the agent has no personal knowledge of the property or interaction with the customer/client.
- Creates an unfair advantage over fellow Realtors with the incongruent sales comparison of individual agents to multi-agent teams as personal production and subsequently marketing these sales production claims and MLS ranking to the public for personal gain.
- Distorts the legitimacy and accuracy of the MLS data. Listing agents are to report the true facts of all closed sales to the MLS which include price, terms, and parties to the transaction which include the actual selling agent. As Realtors, to claim representation of a sale should include more than placing one's name on the MLS change notice.

Production numbers to be held confidential by ValleyMLS.com staff and available to the Membership at the Broker level only or as directed by O&D. Brokers may only pull and/or request their own office production!

On-Line Recruiting.

The MLS shall not be utilized for recruiting purposes. Messages, advertisements or e-mails indicating an offer of employment shall be deleted.

Compensation and Division of Commission.

Under the long-established policy of the MLS and the National and Alabama Association of REALTORS®, the Participant's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Participant and the owner(s) of record and is not fixed, controlled, recommended, or maintained by any person not a party to the listing agreement. The MLS does not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS does not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and Non-Participants.

All commissions offered must be entered into the appropriate fields in the MLS system and CANNOT be placed in agent remarks.

Compensation Required.

The MLS does not publish listings that lack either an offer of compensation or the inclusion of general invitations by listing Participants to other Participants to discuss terms and conditions of possible cooperative relationships. The Base Offer of compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by an association multiple listing service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. Listings which fail to offer any compensation will be placed in an off-market status until corrected by the listing agent.

The actual payment of compensation is the responsibility of the listing broker and ValleyMLS assumes no responsibility for enforcement thereof.

<u>The Base Offer of compensation specified on listings published by the MLS shall be displayed in the Buyer Broker or Transaction Broker compensation fields as either a percentage of the gross selling price OR a definite dollar amount</u>.

Note: The amount of the Base Offer noted in the MLS must be unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease), therefore it may not contain any provision that varies the amount of compensation offered based on conditions precedent or subsequent or on any performance, activity or event. In the event there are any service fees or administrative costs, etc. to be imposed on buyer broker compensation, any such reductions should be factored in as a reduced amount the listing broker initially offers to a cooperating broker and may not be made a condition of the offer. Furthermore, the MLS reserves the right to remove a listing from the MLS database that does not conform to the requirements of this section.

Additional compensation

Any additional compensation (or "bonus") offered to a cooperating broker must be clearly described in the Participant's listing contract, and any conditions that may exist which would prevent the payment of the bonus must be fully disclosed. The additional compensation amount must be offered by the Participant (not the seller), thus making the Participant responsible for payment of any bonuses upon closing if all disclosed conditions are met. If additional compensation is being offered, this should be indicated by answering "Yes" in the Bonus compensation field, and any conditions or contingencies of the additional compensation must be clearly disclosed in the additional compensation remarks field so that all participants have a clear understanding of what is required in order to earn the additional compensation (bonus). It is understood that additional compensation is contingent upon payment of the base offer. Base offers may not be conditional.

Note: In filing a property with ValleyMLS, the Participant is making a blanket unilateral offer of compensation to the other Participants of ValleyMLS or any named (data share) MLS, and any additional compensation (or bonus) amounts offered would also qualify.

Commission Adjustment.
An offer of compensation to cooperating brokers in a potential short sale circumstance which states that it may be adjusted by a third party after the execution of a contract for sale and purchase is an allowed exception to the general rule that offers of compensation must be unconditional.
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(Section 22) SUBSCRIPTION QUALIFICATIONS

Section 22.1: REALTOR® Association Member Brokers.
All persons who are a sole proprietor Broker or a Designated Broker member, or are a principal, partner, corporate officer, or branch manager acting on behalf of a principal of any Association of REALTORS® shall automatically qualify for membership and participation in the MLS upon agreeing in writing to conform to the rules and regulations thereof and to pay the cost incidental thereto. There shall be no "waiting period" before a Participant is eligible to submit listings to the Multiple Listing Service.

Section 22.2: Non-REALTOR® Subscribing Brokers.
A non-member applicant for participation who is a principal, partner, corporate officer or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to the MLS that they hold a current, valid real estate broker's license and are capable of offering and accepting compensation to and from other Participants. These applicants agree to complete an orientation program, the MLS Basic and MLS Compliance 101 Classes, to abide by the Rules and Regulations, and pay the fees and dues, including any non-member fee differential, as established from time to time. There shall be no waiting period before such applicants are eligible to participate.

Section 22.3: Access and Reciprocity.
Multiple Listing Service participatory rights are 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 Multiple Listing Service Rules & Regulations; to arbitrate contractual disputes with other Participants; and to pay the same Multiple Listing Service dues, fees, and charges assessed to Participants holding membership with a Shareholder Board/Association.

Amendments in the RULES and REGULATIONS

Section 1: Amendments.
Amendments to the Rules and Regulations of the MLS shall be by a majority vote of the members of the Board of Directors.

Section 2: Revision Date(s).

12-97, 4-98, 11-98, 12-98, 4-99, 6-99, 8-99, 8-01, 10-01,12-01, 10-02, 5-03, 10-03, 10-09, 1-10, 4-10, 6-10, 3-11, 07-11, 12-11, 05-12, 2-13, 4-13, 6-13, 01-14, 01-15, 6-15, 10-15, 05-16, 12-16, 04-17, 08-17,10-17, 12-17, 04-18, 01-19, 04-19, 06-19, 10-19, 02-2020, 06-2020, 08-2020, 02-2021,04-2021,11-2021, 06-2022, 09-2022.03-2023, 06-2023

APPENDIX 1

INTERNET ADVERTISING BEST PRACTICES

Definitions

Advertising or marketing real property - An Internet site which consists of information regarding properties which have been listed with a real estate brokerage, the identity of that real estate brokerage or licensee for each property and information related to those properties.

Advertising or marketing of real estate brokerage services - An Internet site which includes an offer or solicitation to provide services related to marketing or identifying real property for sale or lease.

1. A licensed firm which has authorized advertising or marketing real property on a site on the Internet must include on the page on which the firm's advertisement or marketing appears the following data:

- the city in which the property being advertised or marketed is located;
- the firm's name as registered with (name of real estate regulatory body, commission, board etc.) or the d/b/a (doing business as) name it has registered with the appropriate state/province agency, commonly recognized abbreviations are permitted; and
- if the firm does not hold a real estate brokerage license for the jurisdiction in which the property is located, the regulatory jurisdiction(s) in which the firm does hold a real estate brokerage license.

2. A licensed firm advertising or marketing real estate brokerage services on a site on the Internet must include on the firm's home page or on a clearly identified link appearing on that page, the following data:

- the firm's name as registered with (name of real estate regulatory body, commission, board etc.) or the d/b/a (doing business as) name it has registered with the appropriate state/province agency, commonly recognized abbreviations are permitted;
- the city and state/province in which the firm's office is located; and
- the regulatory jurisdictions in which the firm holds a real estate brokerage license.

3. A licensee who has authorized advertising or marketing real property on a site on the Internet must include on the page of the site on which the licensee's advertisement or information appears the following data:

- the licensee's name;
- the city in which the property being advertised or marketed is located;
- the name of the firm with which the licensee is affiliated as that firm name is registered with (name of real estate regulatory body, commission, board etc.) or the d/b/a (doing business as) name it has registered with the appropriate state/province agency, commonly recognized abbreviations are permitted; and
- if the licensee does not hold a real estate broker or salesperson license for the jurisdiction in which the property is located, the regulatory jurisdiction(s) in which the licensee does hold a real estate broker or salesperson license.

4. A licensee advertising or marketing real estate brokerage services on a site on the Internet must include on the firm's home page or on a clearly identified link appearing on that page, the following data:

- the licensee's name;

- the name of the firm with which the licensee is affiliated as that firm name is registered with (name of real estate regulatory body, commission, board etc.) or the d/b/a (doing business as) name it has registered with the appropriate state/province agency, commonly recognized abbreviations are permitted;
- the city and state/province in which the licensee's office is located; and
- the regulatory jurisdiction(s) in which the licensee holds a real estate broker or salesperson license.

5. A licensed firm using Internet electronic communications, such as e-mail, e-mail discussion groups, and bulletin boards, for advertising or marketing purposes, must include on the first or last page of all communications the following data:

- the firm's name as registered with (name of real estate regulatory body, commission, board etc.) or the d/b/a (doing business as) name it has registered with the appropriate state/province agency, commonly recognized abbreviations are permitted;
- the city and state/province in which the firm's office is located; and
- the regulatory jurisdictions in which the firm holds a real estate brokerage license.

This rule shall not apply to communications between a licensed firm and a member of the public provided that: (i) the member of the public has sent a communication to the licensed firm; and (ii) that the licensed firm's initial communication contained the information required above.

6. A licensee using Internet electronic communications, such as e-mail, e-mail discussion groups, and bulletin boards, for advertising or marketing purposes, must include on the first or last page of all communications the following data:

- the licensee's name;
- the name of the firm with which the licensee is affiliated as that firm name is registered with (name of real estate regulatory body, commission, board etc.) or the d/b/a (doing business as) name it has registered with the appropriate state/province agency, commonly recognized abbreviations are permitted;
- the city and state/province in which the licensee's office is located; and
- the regulatory jurisdiction(s) in which the licensee holds a real estate broker or salesperson license.

This rule shall not apply to communications between a licensee and a member of the public provided that: (i) the member of the public has sent a communication to the licensee; and (ii) that the licensee's initial communication contained the information required above.

7. A licensed entity advertising or marketing real property on a site on the Internet that is either owned or controlled by the licensed entity shall periodically, but not less than every thirty-one (31) days, review the advertising and marketing information on the site concerning real property listed by the licensed entity to assure it is current and not misleading. Whenever information on properties listed by other licensed entities is displayed or distributed on a licensed entity's site, the site shall disclose when the information was downloaded or that the information displayed or distributed is information currently available from another identified source.

8. Licensed entities may display and distribute, electronically or otherwise, information about properties listed by other licensed entities only with the authorization of the listing broker. This authorization may be express or, if both licensed entities participate in a cooperative service, may be set forth in the rules of that service. Licensed entities may not alter the online display or any information about the listing without the written permission of the listing broker.

ALABAMA LICENSE LAW REQUIREMENT

Question: What does the Alabama license law require for advertisements on Facebook?

Answer: Your company name must be on every post and none of your advertisements can be false, fraudulent, or misleading.

Now–the not so simple part. EVERY SINGLE POST or PICTURE must contain the qualifying broker or company name as licensed. This means every single picture or post. If your company name is included in your Facebook name, for example Mandy Lynn-ABC Realty, then you comply. If, for example, your Facebook name is only Mandy Lynn, then every single post or picture would need the company name in the description or post. This is what we get the most complaints about!

Sections 34-27-36(a)(15) and 34-27-36(a)(6) in the Alabama Real Estate License Law address advertising requirements.

If you have any questions on advertising in any medium, feel free to call the Commission's General Counsel, Mandy Lynn, at 334-353-0805 or email her at mandy.lynn@arec.alabama.gov.