ROANOKE VALLEY, INC.
MULTIPLE LISTING SERVICE

RULES AND REGULATIONS

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TABLE OF CONTENTS

PREFACE	DEFINITION OF MLS PARTICITIPATION	3
SECTION 1	TYPES OF AUTHORIZED USERS	4
SECTION 2	ADMINISTRATION	4
SECTION 3	LISTING PROCEDURES	5
SECTION 4	SELLING PROCEDURES	14
SECTION 5	PROHIBITIONS	15
SECTION 6	NO COMPENSATION SPECIFIED ON THE MLS LISTINGS	16
SECTION 7	SERVICE CHARGES	17
SECTION 8	COMPLIANCE WITH MLS RULES	19
SECTION 9	ENFORCEMENT OF RULES OR DISPUTES	19
SECTION 10	CONFIDENTIALITY OF MLS INFORMATION	21
SECTION 11	OWNERSHIP OF MLS COMPILATION AND COPYRIGHT	22
SECTION 12	USE OF COPYRIGHTED MLS COMPILATION	23
SECTION 13	USE OF MLS INFORMATION	24
SECTION 14	CHANGES IN MLS RULES AND REUGLATIONS	24
SECTION 15	RENTAL PROCEDURES	25
SECTION 16	ARBITRATION OF DISPUTES	25
SECTION 17	STANDARDS OF CONDUCT FOR MLS PARTICIPANTS	25
SECTION 18	INTERNET DATA EXCHANGE (IDX)	28
SECTION 19	VIRTUAL OFFICE WEBSITES (VOWs)	31
SECTION 20	AUTHORIZIED USE OF MLS DATA-OTHER (Non-IDX, Non-VOW)	36
SECTION 21	PROHIBITED USE OF MLS DATA	37
SECTION 22	LOCKBOX SECURITY REQUIREMENTS	38
SECTION 23	MLS SECURITY	40
APPENDIX A	APPLICATION FOR MLS MEMBERSHIP	41
APPENDIX B	APPLICATION FOR MLS ONLY FIRM MEMBERSHIP	43
APPENDIX B-A	APPLICATION FOR MLS ONLY INDIVIDUAL AGENT MEMBERSHIP	45
APPENDIX C	SERVICE FEES AND CHARGES (AS OF JANUARY 1, 2026)	46
APPENDIX D	AGENT FEE EXEMPTION REQUEST 2026	48
APPENDIX E	LOCKBOX AND KEY SYSTEM INFORMATION	49
APPENDIX F	MLS MONITORING COMMITTEE GUIDELINES	50
APPENDIX G	SPECIAL NOTES AND DEFINITIONS	56
APPENDIX H	IDX BUSINESS RULES	58
APPENDIX a-f	IDX FIELD DISPLAY REQUIREMENTS	66-71
APPENDIX g	IDX OPT-OUT FORM	72
APPENDIX h	IDX OPT-IN FORM	73

PREFACE

The following Rules and Regulations have been adopted by the Multiple Listing Service of Roanoke Valley ("MLS") to insure that operational procedures meet the requirements of the law, the needs of all participating REALTORS®, and the best interest of the buying and selling public. To further this end the MLS also acknowledges and implements all Multiple Listing Policies mandated in the National Association of REALTORS®'s Handbook on MLS Policy.

Multiple Listing Service (MLS) Defined:
A multiple listing service is:

a. a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public;
b. a means of enhancing cooperation among Participants;
c. a means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers;
d. a means by which Participants engaging in real estate appraisal contribute to common databases.

Definition of MLS Participation
Any REALTOR® of this or any other Association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these rules, will be eligible to participate in the MLS upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS "membership" or "participation" unless they hold a current, valid real estate broker's license and cooperate with or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by an Association MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by an Association MLS where access to such information is prohibited by law.

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients, and to cooperate. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

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

No Association or MLS may make or maintain a rule which would preclude an individual or firm, otherwise qualified, from participating in an MLS solely on the basis that the individual or firm functions, to any degree, as the agent of

potential purchasers under a contract between the individual (or firm) and the prospective purchaser (client). However, in instances where the Participant is representing the potential purchaser as an agent, the Participant cannot function simultaneously as the subagent of the listing broker without buyer and seller consent or as provided by state law.

TYPES OF AUTHORIZED USERS

SECTION 1. Eligibility

Any REALTOR® (principal) or any firm comprised of REALTORS® (principals) regardless of where they hold primary membership are eligible to join the MLS subject only to their compliance with the definition stated in these Rules; agreement to abide by any and all MLS rules and regulations; agreement to arbitrate contractual disputes with other Participants; and payment of any MLS dues, fees, and charges, which shall not exceed those assessed Participants who hold Association membership locally. Brokers and salespersons associated with a participating firm are not considered "Participants" but will have access to and use of the Service through his or her association with the firm, partnership or corporation. All brokers, salespersons and licensed appraisers associated with a Participant firm will be referenced to as a "Subscriber " in these Rules and Regulations. However, the Service must provide Participants the option of a no-cost waiver of MLS fees for any licensee or licensed appraiser who can demonstrate subscription to a different MLS where the principal broker participates.

SECTION 1.2 Employee of a Principal Broker, Associate Broker & Salesperson

Employees of any of the above authorized users of the Service may make no use of the Service beyond that authorized for the type of use of the employer, and only for such use as directed by that employer. Employees may neither make copies of listings for their personal use nor attempt to sell properties filed with the Service.

SECTION 1.3 MLS Exemptions

MLS Participants may request an exemption from charges for MLS Services for any authorized user who is engaged solely and exclusively in a specialty of the real estate business separate and apart from listing or selling the types of properties which are required to be filed with the MLS. (See Appendix D.)

SECTION 1.4 Duty to Assure Compliance

The principal broker of a Participant firm agrees to take all actions necessary to cause every person conducting business in his, her, or its office, or employ, to adhere to and conform to the provisions of the MLS Rules and Regulations.

SECTION 1.5 Membership Application

No person or entity will be permitted to use the Service until the principal broker of such entity has submitted an application (see Appendix A and B) and been approved by the MLS. Further, no brokers and salespersons or licensed appraisers associated with a Participant firm will be permitted to use the Service until all have complied with the provisions of Section 7.1.4 (New Users, Transfers, and Terminations).

SECTION 1.5.1 Branch Office

A principal broker may submit an application for membership of a branch office of a Participant firm.

SECTION 1.5.2 Reorganized Company

When an existing company that is a Participant firm of the MLS is reorganized to form one or more new companies, the previous member will be retained as a member of the MLS and all others will be treated as new users upon proper application and fee.

ADMINISTRATION

SECTION 2 Multiple Listing Service Board

The operation of the Service will be supervised by an MLS Board of Directors ("the Board") in accordance with Article 6 of the MLS Bylaws. Amendments to the Rules and Regulations of the Service will be by consideration and approval of the Board.

SECTION 2.1 Administrative Charges
The Board may charge a Participant administrative charges (as shown in Appendix C) for failure to comply with the provisions of Section 7 below. These charges may be imposed to include, but not limited to, late payment of fees and incomplete and/or improper method of payment of fees.

SECTION 2.2 Conflict of Interest
Employees of the Roanoke Valley Association of REALTORS®, the MLS, or non-licensed employees of real estate firms assigned to operate or assist in the operation or use of the MLS will not be permitted to become involved in the real estate business, except for normal activities of their jobs, under the direction of their employer.

LISTING PROCEDURES

SECTION 3. Service Area
Only listings of the designated types of property located within the service area of the MLS ("Service Area") are required to be submitted to the MLS. The Service Area is defined as the municipalities of City of Roanoke, City of Salem, Town of Vinton, Town of Bedford, Counties of Roanoke, Botetourt, Bedford, Franklin and Craig. Listings of property located outside the MLS's Service Area will be accepted if submitted voluntarily by a Participant, but cannot be required by the MLS.

SECTION 3.1 Listing Procedures
Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the service area of the MLS, and are taken by Participants on listing forms accepted by the Service (See Notes 1 and 2 for listing forms accepted by the Service) shall be delivered to the Service within twenty-four (24) hours (excluding weekends and holidays) after all necessary signatures of the seller(s) have been obtained.

Listings filed with the MLS service shall include a definite beginning and termination date, contain seller(s)' authorization to submit the listing to the MLS service, and show the full gross listing price as agreed to between the listing agent and the seller(s). Any contingency or conditions or any term in a listing shall be specified and noticed to the Participants. **OPEN LISTINGS AND NET LISTINGS SHALL NOT BE ACCEPTED BY THE MLS NOR ENTERED INTO THE MLS SYSTEM.**

A. Single family home for sale or exchange.
B. Vacant lots and acreage for sale or exchange.
C. Two-family, three-family, and four-family residential buildings for sale or exchange.

Note 1: 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 a type accepted by the Service, although a "Property Data Form" may be required as approved by the Service. However, the MLS, through its legal counsel;

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

The MLS shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to cooperate with other Participants of the MLS acting as subagents, buyer agents or both. The listing agreement must include the seller's written authorization to submit the agreement to the MLS.

The different types of listing agreements include:
1. Exclusive Right-to-Sell
2. Exclusive Agency
3. Open
4. Net

The Service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings may be accepted at local discretion, and must be accepted where required by law. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

The **exclusive right to sell listing** is the form of listing where the seller provides exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property.

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

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

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

SECTION 3.01 Clear Cooperation

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

Note: 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 3 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 3.02 Inclusion of Exclusive Agency Listing

The MLS will not establish or maintain any rule or policy prohibiting exclusive agency listings that would otherwise be acceptable for inclusion in the compilation of current listing information.

Note: This policy shall not be construed as requiring Participants to accept exclusive agency listings if they determine acceptance is not in their best interest of the best interest of clients or customers. However, this policy does preclude collective agreements between Participants affiliated with different firms or others to refuse to accept exclusive agency listings. This policy contemplates multiple listing services will clearly distinguish between exclusive right to sell and exclusive agency listings in multiple listing compilations and databases to prevent confusion about the rights and obligations of brokers who cooperate in the sale of such listings.

SECTION 3.2 Types of Properties

The following types of properties must be entered into the MLS system subject to Service 3 Service Area Section 3.1 Listing Procedures.

1. All single family homes for sale or exchange including townhouses and condominiums.
2. The Detached Residential Type will typically but not exclusively be used to identify traditional free-standing homes. The Attached Residential Type will typically, but not exclusively, be used to identify condominiums, townhouse and patio homes.
3. Multi-Family, Duplex, Triplex and quadplex dwellings for sale or exchange.
4. Farms with homes.
5. Manufactured homes taxed as real estate.
6. All lots and land not currently zoned commercial.
   This Property type is used to identify land (regardless of size) either containing no residential building or the residential building has no appreciable value compared to the land value. The Land Type = Lot is typically but not exclusively used to identify a residential zoned lot with only one potential building site. The Land Type = Land is typically but not exclusively used to identify land with more than one potential building site and characterized by acreage.

Note: Participants and Subscribers are not required to enter properties zoned for commercial use or apartment buildings into the MLS. Participants and Subscribers are not required to enter rental properties into the MLS. These properties may be entered at the discretion of the Participant or Subscriber.

The Commercial Property Type is used to identify properties zoned by its municipality as commercial or industrial. Land that is zoned for commercial use may be listed in the Land Property Type and/or the Commercial Property Type.

SECTION 3.3 Listings Subject to Rules and Regulations of the Service
Any listing taken on a contract to be filed with the MLS is subject to the Rules and Regulations of the service upon signature of the seller(s).

SECTION 3.4 Accuracy of Listing Data
All information on listings entered in the MLS system must comply with the requirements as outlined in the MLS Monitoring guidelines. Participants and Subscribers are required to submit accurate listing data and required to correct any known errors. All complaints received from Participants or Subscribers regarding listings deemed to have insufficient or incorrect information to market property to potential customer will be referred to the MLS Monitoring Committee.

SECTION 3.4.1 Agent and Firm Promotion
The only agent and firm information allowed in a listing entered in the MLS is in the designated listing agent or firm fields or in the Private Remarks field.

SECTION 3.4.2 Virtual Tours and Videos
The purpose of a Virtual Tour or Video is to promote a particular property. Virtual Tours or Videos come in two varieties: Branded and Unbranded. The MLS Rules and Regulations make the following distinctions between the two:

1. A Branded Virtual Tour or Video may contain agent and office promotion or identification.
2. An Unbranded Virtual Tour or Video may only contain photos and other forms of marketing pertaining to the property being offered for sale. An Unbranded Virtual Tour or Video may not contain any reference to the listing agent or office/company affiliation. No photos in the Unbranded Virtual Tour or Video may show a readable yard sign or contain any other visual indication of an agent or office/company name.

SECTION 3.4.3 Do Not Show
The MLS does not allow a listing <u>to be entered in the MLS system</u> that does not offer cooperation to show the property at the time the listing is entered <u>in an Active status</u> into the MLS system.

SECTION 3.4.4 Owner of Record Rule
Any listing entered in the MLS system must show the name of the legal owner or legal owner's authorized representative. Listings with "Owner of Record" or any variation other than the legal owner or legal owner's representative name (i.e. corporate owner, relocation company, etc.) will not be allowed. However, in cases where a

municipality withholds the property owner's name from the public records, then the owner name field in the MLS may reflect same.

If the owner wishes to remain anonymous, the agent may take the listing ("office exclusive") and an MLS Listing Exclusion Form shall be filed with the MLS system within twenty-four (24) hours (or 5:00pm next business day) of the commencement date of the listing agreement. This form should be signed by the seller indicating that he does not desire the listing to be disseminated by the MLS. Should any other agent within the MLS wish to show the property, the listing agent will cooperate to the fullest.

SECTION 3.4.5 Seller Authorization of Public Website

Any listing entered in the MLS system must show whether the seller has directed the listing agent to (a) show or withhold the property address from display on public websites or (b) show or withhold the listing from display on public websites.

SECTION 3.4.6 Seller VOW Authorization

Any listing entered in the MLS system must show if the seller has authorized (a) automated valuations of the market value of the property and/or (b) comments or reviews about the property to be displayed on a Virtual Office Website (vow).

SECTION 3.4.7 Limited Service Listings

The MLS will categorize listings as limited service listings by checking (Yes) in the Limited Service Listing field in instances where listing agents or brokers, pursuant to their exclusive listing agreement, will not provide one or more of the following services.

1. Conduct marketing activities on behalf of the seller;
2. Assist in the drafting and negotiating of offers and counteroffers, amendments and addenda to the purchase agreement and in the establishment of strategies for accomplishing the seller's objectives;
3. Receive and present in a timely manner written offers and counteroffers to and from the sellers and purchaser(s);
4. Provide reasonable assistance to the seller to satisfy the seller's contract obligations and to facilitate settlement of the purchase contract.

SECTION 3.4.8 Mapping Listings

Listings will be mapped correctly in the MLS system. An unmapped listing or a listing mapped incorrectly shall be considered an incorrect listing, as defined in Appendix F MLS Monitoring Guidelines.

SECTION 3.4.9 Listings by Contract

The MLS Rules and Regulations do not permit property to be entered into the MLS system when the owner of record (as of the commencement date of the listing) is neither a party to the listing nor has authorized the listing to be entered into the MLS system.

SECTION 3.4.10 Properties Entered More Than Once

A property may be eligible to be entered into the MLS more than once. For example, a property may be entered in more than one property type (e.g., residential and farm.) or a property may be entered more than once with varying amounts of acreage.

When the status of a property entered in the MLS more than once needs to be changed to Pending, the status change should be made to only one of the listings. The other listing(s) should be changed to a Withdrawn status. When the status of the Pending listing is changed to Closed, the other listing(s) should be Cancelled in the MLS.

Cross referencing the multiple listings in the Private Remarks is required.

SECTION 3.4.11 Listing Price Specified

The full gross listing price stated in the listing contract shall be included in the information entered in the MLS, unless the property is subject to auction.

SECTION 3.4.12 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.

SECTION 3.4.13 REO Fees
Any fees charged to buyer agents for the sale of REO properties must be disclosed by the Listing Agent in Private Remarks, including the amount of the fee(s).

SECTION 3.4.14 Photos
At least one photo, image, scanned drawing or plat (representing the property) is required on all listings of all areas and property types (including commercial and lot/land). The primary image will be considered required data and must be submitted before the listing will be accepted by the MLS system. The primary image must be of or from the specific property. All photos must accurately represent the listed property (or surrounding areas). If the listing is proposed construction, the primary image may be of a similar structure, if so disclosed in Public Remarks. All photos on listings shall not show a yard sign or have any firm or agent promotion (including watermarks) and in keeping with existing MLS Rules. **No third-party promotion (including watermarks) is permitted on MLS photos.**

For listings in all property types. one photo must show the front view of the property, which must be entered at the time the listing is entered into the MLS system: though the front view photo is not required to be the primarv photo. For Land listings, the front view photo can be a street view. aerial or drone view or lake view.

Photos (including videos and virtual tours) submitted to the MLS for all property types should accurately portray the interior and exterior condition of the property during the Active listing period for the property. Any material changes to the interior or exterior of the property should be updated in the MLS. This rule does not apply to personal property or seasonal changes.

Note: Sellers may expressly direct that photographs of their property not appear in the MLS. A letter to this effect, signed by the Seller, will be submitted by the listing agent to the MLS office within forty-eight (48) hours of entering the listing in the MLS.

SECTION 3.4.15 Copying Photos
Copying and using photos of another agent from a listing is prohibited unless prior written permission has been obtained. The agent who originally placed the photos in the MLS may notify the using agent that they do not have written permission to use their photos. The issue will be turned over to the MLS Monitoring Committee in three (3) days if the photos remain on the listing. Abuses reported to the MLS Monitoring Committee may result in a fine to the offending agent of $100 per listing and removal of the unauthorized photos by MLS staff if not corrected or appealed in the time-period provided.

Note: "Photo" refers to all images, videos and virtual tours.

SECTION 3.5 Multiple Listing Options for Sellers
Office Exclusive — Where the seller has directed the listing broker to not publicly market their property and to not disseminate it through the MLS to other MLS Participants and Subscribers, the Participant may then take the listing as an office exclusive exempt listing and such listing shall be filed with the MLS, subject to its local filing rules, but not disseminated to other MLS Participants and Subscribers.

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

1. Disclosure about the professional relationship between the Participant and seller;
2. Acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and

3. Confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS as an office exclusive listing or that that their listing will not have immediate public marketing through IDX and Syndication to other MLS Participants and Subscribers as an Office Exclusive.

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

The listing broker will obtain written consent of every party constituting the seller to the dissemination through the MLS system of information and data concerning the listing and sale of the property. If seller refuses to permit the listing to be disseminated by the MLS, the Participant may take the listing ("office exclusive"). The Listing Agent must submit the required MLS Listing Exclusion Form, signed by the Seller, to the MLS office within twenty-four (24) hours (or by 5:00pm next business day) of the commencement date of the listing agreement. Failure to submit the required MLS Exempt Listing Disclosure Form within the required time frame shall be considered a Violation for an Unreported Listing.

A seller may choose to exclude their listing from the MLS for an initial period of time, after which the listing will be entered into the MLS. The Listing Agent must submit the required MLS Exempt Listing Disclosure Form, signed by the Seller, to the MLS office within twenty-four (24) hours (or by 5:00pm next business day) of the commencement date of the listing agreement. In such case, the listing agent should use the date the listing is entered into the MLS as the list date.

After closing, a Listing Agent may enter an exempt listing into the MLS system with Seller authorization. In such case, the listing agent should use the date the listing is entered into the MLS as the list date.

Note 1: MLS Participants must distribute Office Exclusive Exempt Listings through the MLS to other MLS Participants and Subscribers within (1) one business day after the listing has been publicly marketed. See Section 3.01 Clear Cooperation.

SECTION 3.6 Withdrawal of Listing Prior to Expiration

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

The listing agent or broker will change the status through the MLS system to "Withdrawn" within twenty-four (24) hours (or by 5:00pm next business day) after the seller has requested the listing be withdrawn while the seller and listing broker continue to have a listing agreement. The listing broker must keep on file in his or her office the written agreement between the listing agent and the seller requesting the listing be withdrawn. A withdrawn listing remains in the MLS with the listing agreement still in effect and will expire on the expiration date of the listing agreement.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when sellers can document that his or her exclusive relationship with the listing broker has been terminated, the MLS may remove the listing at the request of the Seller. Withdrawing a listing for the purpose of re-entering it as a new listing is not permitted and will result in an Improper Withdrawal violation (see Appendix F, Section 3K).

SECTION 3.8 Expiration of Listings

Listings filed with the MLS will automatically be removed from compilation of current listings on the expiration date specified in the agreement, unless prior to that date the listing is extended or renewed in the MLS system.

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

New listing agreements on properties previously entered in the system will be reentered with a new MLS number as prescribed in Section 3.4 above.

SECTION 3.9 Termination Date of Listings
Listings filed with the MLS will have a definite and final termination date, as negotiated between the listing broker and the seller.

SECTION 3.10 No Control of Commission Rates or Fees Charged by Participants
The Roanoke Valley Association of REALTORS®, the MLS, the Participants and Subscribers, and any employee, agent or representative of the foregoing shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and Non-Participants.

SECTION 3.11 Listings of Suspended Participants
When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty, (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Roanoke Valley Association of REALTORS® (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

SECTION 3.12 Listings of Expelled Participants
When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the expelled Participant shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the Service beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Roanoke Valley Association of REALTORS® (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

SECTION 3.13 Coming Soon Listings
"Coming Soon" is an industry term for marketing a property prior to it being officially available for showings. Coming Soon provides a method for a listing agent and listing firm to notify MLS Participants and Subscribers of properties that will be made available for showings and full marketing at a future date, while maintaining clear status and disclosure standards.

1. **Entry Requirements**: To enter a listing into the MLS system in Coming Soon status, there must be a ratified listing agreement between the Seller and Listing Firm, including the RVAR Coming Soon Addendum.

2. **Timely Input**: All Coming Soon listings located within the MLS service area will be entered into the MLS system no later than twenty-four (24) hours (or by 5:00pm next business day) after the commencement date of the listing period as stated in the listing agreement.

3. **Coming Soon Period/Start Showing Date**: The Coming Soon period shall be a maximum of twenty-one (21) days, after which the status of the listing will automatically change to Active in the MLS system.

   When a listing is entered in the MLS in a Coming Soon status, the Start Showing Date must be populated with the date the property is intended to be available for showings. This date may be any date within the twenty-one (21) day Coming Soon period.

Prior to the Start Showing Date, the status can be manually updated to Active. However, the Start Showing Date may not be changed to a later date. If the property is not ready to be shown on the advertised Start Showing Date, the listing must be made Active and then Withdrawn and may be re-entered when the property is ready to proceed to "Active" status.

4. **Property Photo**: At least one photo of the front of the property is required when a Coming Soon listing is entered in the MLS system.

5. **Required Fields/Confidential Fields**: The required fields for Coming Soon listings are the same as Active listings.

   The following fields shall be hidden from MLS display until the listing is changed to an Active status: Showing Instructions, Lockbox Information, Lockbox Hours, Owner Phone Number.

6. **Days on Market (DOM) and Cumulative Days on Market (CDOM):** Days on Market (DOM) and Cumulative Days on Market (CDOM) do not accrue while a listing is in Coming Soon status in the MLS service.

   ***Note: Third-party websites may independently calculate and display their own public-facing market metrics, including Days on Market, and Listing Agents should disclose this distinction to clients.**

7. **Showings and Property Access**: A listing in Coming Soon status may not be shown or previewed until the listing is changed to Active status in the MLS system.

8. **Advertising**: Advertising is allowed once the property has been entered as Coming Soon in the MLS. All advertising must clearly and prominently display the term "Coming Soon." All other MLS rules and regulations on advertising and state laws regarding advertising shall apply.

9. **Signage**: Signs are allowed on properties in Coming Soon status. The sign must clearly and prominently display "Coming Soon."

10. **MLS Distribution/Syndication**: Coming Soon listings shall be displayed in the MLS system and syndicated to approved third-party websites as Coming Soon listings.

11. **Re-Entry Restrictions**: A property must be off market for sixty (60) consecutive days before it can be re-entered in the MLS system as a Coming Soon listing, unless there is a change in ownership of the property or change in listing firm.

12. **Improper Withdrawal**: A Coming Soon listing may not be withdrawn for the purpose of showing the property in order to avoid placing the listing in Active status. Any such action is considered a violation of the MLS Rules and Regulations and shall be subject to enforcement action and a fine.

13. **Price Change**: A listing price change is allowed while in Coming Soon status.

SECTION 3.14 Listing Status

SECTION 3.14.1 Change in Listing Agreement

Any change in the listed price or other change to the original listing agreement will be made only when authorized in writing by the seller and will be entered into the MLS system within twenty-four (24) hours or (5:00pm next business day) after authorized change is received by the listing broker, in accordance with Section 4.1 above.

SECTION 3.14.2 Under Contract

The listing agent or broker will change the listing status through the MLS system as "Pending" within twenty-four (24) hours (or by 5:00pm next business day) of delivery to all parties of a fully executed contract. A cancellation of any

pending sale must be reported within twenty-four (24) hours (or 5 p.m. next business day) and the listing reinstated immediately.

In accordance with Section 3.14.4, a listing with a ratified contract where the terms of the contract are conditional upon a contingency with a kick out clause may remain listed as "Active" with seller's written agreement if the first line of the Private Remarks field begins with "UNDER CONTRACT WITH _____HRS KICKOUT CLAUSE."

When a property is placed in a Pending status and is subject to lease purchase agreement, the following statement must be added to the Private Remarks field: this property is under contract pending lease purchase.

SECTION 3.14.3 Improper Price Change
No price change is permitted to any listing in the status of "Pending" in the MLS. Changing a listing in the status of "Pending" to another status for the sole purpose of changing the price is prohibited.

SECTION 3.14.4 Kickout Contingency (K)
The listing agent or broker will change the status through the MLS system as "Contingent" within twenty- four (24) hours or (by 5:00pm next business day) of ratification of a contract where the terms of the contract are conditional upon a contingency with a kick out clause. A contingent listing may remain listed as "Active" with seller's written agreement if the first line of the Private Remarks field begins with "UNDER CONTRACT WITH _____ HRS KICK OUT clause." Further, the listing agent or broker will enter in the MLS system within twenty-four (24) hours (or by 5:00pm next business day) that the contingency on file has been fulfilled, renewed or canceled.

SECTION 3.14.5 Relocation Company Awaiting Signatures (RCAS)
RCAS is an On-Market status to be used only when a relocation company involved in the transaction has affirmed the existence of a purchase contract awaiting signatures. The key elements necessary to qualify for this status are:(1) relocation company involvement, (2) a purchase agreement affirmed by the relocation company, and (3) the purchase agreement contract is awaiting signatures. No listing may be assigned the status of RCAS without containing all three elements. To place a listing in RCAS status, the Broker, Sales Manager, Relocation Manager or Supervising Officer must authorize in writing the RCAS status for the listing.

SECTION 3.14.6 Pending Lien Holders Approval (PLHA)
A listing agent, with seller's permission and/or Lien Holder's requirement for participation, may change the listing to add the contingency "Contingent Pending Lien Holder's Approval" (PLHA) within twenty-four (24) hours (or by 5:00pm next business day) of seller's acceptance of a contract that requires the approval of the Lien Holder. The first line of the Private Remarks must be changed to read "Contract Accepted by Seller Pending Lien Holder's Approval." PLHA is an On-Market status, searchable with Active listings meeting the search criteria.

Note: Should the Seller not choose to add the PLHA contingency, the existing MLS rules would apply and the listing status would need to be changed to Pending within twenty-four (24) hours (or by 5:00pm next business day) of delivery to all parties of a fully ratified contract.

SECTION 3.14.7 REO Pending Bank Signature (REOP)
A listing agent, with permission from seller may change the listing to "REO Pending Bank Signature" (REOP) within twenty-four (24) hours (or by 5:00pm next business day) of verbal acceptance of a contract. The first line of the Private Remarks must be changed to read "Contract Accepted by Seller." REOP continues to show in Active searches meeting the search criteria with a flag indicating (REOP) status.

Note: Should the seller not choose to add the REOP contingency, the existing MLS rules would apply and the listing status would need to be changed to Pending within twenty-four (24) hours (or by 5:00pm next business day) of delivery to all partes of a fully ratified contract.

SECTION 3.14.8 Canceled Listings
The listing agent or broker will change the status through the MLS system to "Canceled" within twenty-four (24) hours (or by 5:00pm next business day) after the listing agreement has been canceled by the seller and listing broker. When the listing broker and seller agree to terminate a listing agreement and release all professional obligations relating to the listing agreement, and the listing broker has the agreement to terminate in writing, then the listing would undergo

a status change to "Canceled." A canceled status listing remains canceled in the MLS system and will not change to expired status. Canceling a listing for the purpose of re-entering it as a new listing, by the same listing broker within a thirty (30) day period in any off market status, is not permitted.

SECTION 3.14.9 Closed Sales of Listings
The listing agent or broker will change the listing status through the MLS system as "Closed" within ten (10) business days of the actual settlement date of the sale transaction.

SECTION 3.14.10 Report Listing Status Changes
The listing agent or broker is obligated to report status changes to the MLS within the time frames required by the MLS, even where negotiations are conducted (with the listing agent or broker's consent) directly with the seller-client.

SECTION 3.14.11 REALTOR® Sold FSBO Listings
Participants and Subscribers may represent buyers in the purchase of real estate where the seller was unrepresented. The selling agent may enter the property in the MLS with the Listing Type of REALTOR® Sold FSBO, within ten (10) business days of the settlement date of the transaction.

When entering a REALTOR® Sold FSBO listing, the selling agent must complete all required fields, upload a front view photo and comply with all MLS Rules. After entering the listing in the MLS, the selling agent must promptly notify MLS staff who will correct the fields for listing agent, list date, ratified contract date and sold date.

SECTION 3.15 Compliance with Listing Procedures
The principal broker of a Participant firm will be responsible for compliance by all Subscribers of the procedures set forth in Section 3 herein. The MLS will charge the Participant an additional processing charge as described in the MLS Monitoring Committee Guidelines for any violations as noted.

SELLING PROCEDURES

Section 4 Showings and Negotiations
Appointments for showings and negotiations with the seller for the purchase of listed property filed with the MLS shall be conducted through the listing broker, except under the following circumstances:

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

SECTION 4.1 Reporting of Accepted Offers
Sales will be submitted to the MLS system by the listing broker within twenty-four (24) hours (or by 5:00pm next business day) of delivery to all parties of a fully executed contract. If the negotiations were carried on under Section 4(a) or 4(b) above, the cooperating broker will report accepted offers to the listing broker, sending a copy to the listing broker within 24 hours (or by 5:00pm next business day) after acceptance.

SECTION 4.2 Reporting Sales to the Service
Status changes, including final closing of sales and sales price, shall be reported to the MLS by the listing broker within ten (10) business days after they have occurred. If negotiations were carried on under Section 4(a) or 4(b) above, the cooperating broker will report accepted offers and prices to the listing broker within eight (8) business days after occurrence and the listing broker shall report them to the MLS within ten (10) business days of after receiving notice from the cooperating broker.

Note 1: 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; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including sales price to the MLS upon sale of the property.

Note 2: In disclosure states, if the sale price of a listing property is recorded, the reporting of the sale price may be required by the MLS.

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

Note 3: As established in the Virtual Office Website ("VOW") policy, sales prices can only be categorized as confidential in states where the actual sales prices of completed transactions are not accessible from public records.

SECTION 4.3 Reporting Resolution of Contingencies
The listing broker shall report to the MLS within hours that a contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled.

SECTION 4.4. Advertising of Listings Filed with the Service
A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

SECTION 4.5 Reporting Cancellation of Pending Sale
The listing broker shall report immediately to the MLS the cancellation of any pending sale, and the listing shall be reinstated immediately.

SECTION 4.6 Disclosing the Existence of Offers
Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

SECTION 4.7 Availability of Listed Property
Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

PROHIBITIONS

SECTION 5 Information for Participants Only
Any listing filed the MLS shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker.

SECTION 5.1 For Sale Signs
Only the for sale sign of the listing broker may be placed on a property.

SECTION 5.2 Sold Signs
Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

SECTION 5.3 Solicitation of a Listing Filed with the Service
Participants shall not solicit a listing on property already filed with the MLS unless such solicitation is consistent with Article 16 of the REALTOR® Code of Ethics, its Standards of Practice and its Case Interpretations.

Note: This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16.4. This section is intended to encourage sellers to permit their properties to be filed with the

MLS by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

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

This section is also intended to encourage brokers to participate in 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 attempt to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

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

SECTION 5.4 Services Advertised as "Free"
MLS Participants and Subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the Participant or Subscriber will receive no financial compensation from any source for those services.

SECTION 5.5 No Filtering of Listings
Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers and clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

NO COMPENSATION SPECIFIED ON THE MLS LISTINGS

SECTION 6. No Compensation Specified on MLS Listings
Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data and data feeds.

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

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

Note 3: The MLS 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

SECTION 6.01 Compensation to Buyer Agent Prohibited
Any reference to buyer agent compensation is prohibited in the MLS, including in any status or any remark. Prohibited language is any term that indicates payment to a Buyer Agent. The prohibition applies to specific and general references.

Once notified, listing agents and brokers are required to delete the prohibited language with twenty-four (24) hours (or by 5:00pm next business day). If the listing is not corrected within the required time frame, MLS staff is authorized to delete the prohibited language from the listing, including deleting a posted document containing prohibited language.

SECTION 6.1 Required Consumer Disclosure

Disclosures of Compensation: MLS Participants and Subscribers must:

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

SECTION 6.2 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 to all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing Participants.

SECTION 6.3 Written Buyer Agreement

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

a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source;
b. the amount of compensation in a manner that is objectively ascertainable and not open-ended;
c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

SECTION 6.4 Participant as Principal

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

SECTION 6.5 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.

SERVICE CHARGES

SECTION 7. Service Fees and Charges

The following service charges for operation of the MLS are in effect to defray the costs of the service and are subject to change from time to time in the manner prescribed below. (See also Appendix C). The schedule may be changed from time to time by the MLS Board of Directors. Not less than sixty (60) days notice shall be given of any change. Participants shall be bound by such increases unless written notice to the MLS office of termination of membership is given within such sixty (60) day period.

A. **Initial Participation Fee**: An applicant for participation in the Service shall pay a one-time application fee of $250.00 with such fee to accompany the application. An Applicant is defined as Participant Firm (includes Participant Broker) and Subscriber (Agent).

Note: The initial participation fee shall approximate the cost of bringing the service to the Participant Firm and Subscriber (Agent).

B. **Recurring Participation Service Fees**: The quarterly Firm Service Fee will be invoiced to the Principal or Supervising Broker for each Participant firm. The Participant firm's Principal or Supervising Broker will be liable for all Firm Service Fees, charges and administrative fees incurred in connection with use of the Service by the Participant Firm. The quarterly Service Fee for each Subscriber affiliated with a Participant firm will be billed to the Subscriber. If the Subscriber fails to pay the quarterly Service Fee within fifteen (15) days of the invoice date, the Participant firm Principal or Supervising Broker will be notified along with the Subscriber. (See Appendix C – Billing Schedule – for quarterly billing, notification and payment dates.)

C. New Participants and Subscribers who join the Service will be billed on a prorated basis based on the month in which they join the Service. All Service Fees are non-refundable.

However, MLSs must provide Participants the option of a no-cost wavier of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE (Commercial Information Exchange) where the principal broker participates. MLSs may, at their discretion, require that Broker Participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of waiver if violated.

Note 1: An MLS may elect to have such fees payable on a quarterly or even on an monthly basis. However, added administrative fees are necessitated by increased frequency of such payments.

SECTION 7.1 Billing Procedures

SECTION 7.1.1 Payment, Suspension and Reactivation

Failure to pay the quarterly Participant Firm Service Fee or quarterly Subscriber Service Fee by the 12th day of the first month of the quarter (or first business day following a weekend or holiday) will result in suspension of MLS Service access for the entire Participant firm (if Participant Firm Service Fee not paid) or for the Subscriber (if Quarterly Service Fee not paid). Access to the Service will be restored upon receipt of payment of the quarterly service fee plus a $50.00 late fee.

Note: A Principal or Supervisory Broker may pay the quarterly Service Fee for a Subscriber.

SECTION 7.1.2 Disputed Charges

A Principal or Supervising Broker or Subscriber who disputes any portion of an invoice will notify the MLS office within ten (10) days of receipt of such invoice. If notification is not received within this period, the invoice is due and payable in full.

SECTION 7.1.3 Termination of Service

The Principal or Supervising Broker or Subscriber will provide fifteen (15) days prior written notice to the MLS office of discontinuance of use of the MLS. After thirty (30) days, reapplication may be made in the manner prescribed in Section 1.5.

SECTION 7.1.4 New Users, Transfers and Terminations

The Principal or Supervising Broker and all Subscribers of each Participant firm will read the MLS Rules and Regulations and sign an agreement form to adhere to the MLS Rules and Regulations. The Principal or Supervising Broker will notify the MLS when a new agent is licensed with the Participant firm within ten (10) days, provided the agent wants access to the Service. The Principal or Supervising Broker will notify the MLS when an agent transfers to the Participant firm within ten (10) days, provided the agent wants access to the Service. The Principal or Supervising Broker will notify the MLS when an agent leaves the Participant firm within ten (10) days.

COMPLIANCE WITH RULES

SECTION 8. Compliance with Rules — Authority to Impose Discipline

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

a. Letter of warning;
b. Letter of reprimand;
c. Attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscriber can reasonably attend taking into consideration cost, location and duration;
d. Appropriate and reasonable fine;
e. Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year; and/or
f. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

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

Note 2: MLS Participants and Subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS Rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by Participants and Subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a Subscriber to the Subscriber's Participant and the Participant is required to attend the hearing of a Subscriber who has received more than three (3) administrative sanctions within a calendar year.

SECTION 8.1 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 Service 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 Service information is contingent on compliance with the Rules and Regulations. Further, failure of any User or Subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant’s ultimate responsibility and accountability for all Users or Subscribers affiliated with the Participant.

ENFORCEMENT OF RULES OR DISPUTES

SECTION 9. Consideration of Alleged Violations

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

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 participating in the process, the MLS will appoint a representative to serve as the Complainant.

Note 1: All written complaints from Participants and Subscribers related to compliance with the IDX Business Rules will be processed as described in Appendix H of these Rules.

Note 2: The MLS Monitoring Committee will give consideration to all written complaints from Participants and Subscribers related to compliance with the MLS Monitoring Guidelines as described in Appendix F of these Rules.

SECTION 9.1 Violations of Rules and Regulations

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Board of Directors, and if a violation is determined, the MLS 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 the Association in accordance with the Bylaws and Rules and Regulations of the Roanoke Valley Association of REALTORS® 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 the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the Professional Standards Committee of the Roanoke Valley Association of REALTORS® for processing in accordance with the Professional Standards procedures of the Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Roanoke Valley Association of REALTORS®.

SECTION 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the MLS Board of Directors to the Roanoke Valley Association of REALTORS® for appropriate action in accordance with the Professional Standards procedures established in the Association's Bylaws.

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 identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days 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 this Section 9.3 of the MLS Rules and Regulations.

Upon receiving a notice, the MLS Board of Directors will send the notice to the Participant who is accused of unauthorized use. Within ten (10) days of receipt, the Participant must either: (1) remove the allegedly unauthorized content, or (2) provide proof to the MLS Board of Directors that the use is authorized. Any proof submitted will be considered by the MLS 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 MLS Board of Directors determines that the use of the content was unauthorized, the MLS Board of Directors may issue a sanction pursuant to Section 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 and Regulations, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the MLS Board of Director's 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 Violations

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 MLS Rules.

SECTION 9.5 Notice of Violation
Any notice of violation will be emailed to both Participant and Subscriber (if applicable). The notice will specify the violation and indicate whether the violation is eligible for the Grace Period for correction of a listing, as defined in Appendix F of these Rules.

All violation and fine notices will be sent via email. All Participants and Subscribers are required to provide the MLS with a valid contact email address. Not having an email address or having an incorrect email address on file with the MLS does not excuse a Participant or Subscriber from their responsibility to respond to notices within the specified time periods or pay any MLS fines assessed.

SECTION 9.6 Responsibility of Authorized User
It is the responsibility of each principal broker of a Participant firm to assure compliance by all Subscribers within their firms with the terms of these Rules.

SECTION 9.7 Procedure for Enforcement of Sanction
If the Participant or Subscriber refuses to accept any sanction or discipline proposed, the circumstances and the discipline proposed shall be appealed to the Board of Directors which shall, if it deems appropriate to the offense, delay the effective date of sanction until final entry by a court of competent jurisdiction in a suit filed by the MLS for declaratory relief, except in those states where declaratory relief is not available, declaring that the disciplinary action and proposed sanction violates no rights of the MLS Participant or Subscriber.

CONFIDENTIALITY OF MLS INFORMATION

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

SECTION 10.1 MLS Not Responsible for Accuracy of Information
The information published and disseminated by the MLS is communicated verbatim, without change by the MLS, as filed with the MLS by the Participant. The MLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

OWNERSHIP OF MLS COMPILATION* AND COPYRIGHT

SECTION 11.
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 MLS Rules and Regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation, and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.
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.

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

One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of the 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 $150,000.00 per work. For this reason, it is highly recommended that MLSs, Participants, and Subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, Participant, Subscriber, or other individual or entity.
2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
3. 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.
4. Have no actual knowledge of any complained-of infringing activity.
5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. 5512.

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

SECTION 11.1
All right, title, and interest in each copy of every MLS compilation created and copyrighted by the Roanoke Valley Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Roanoke Valley Association of REALTORS®.

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

Participants shall acquire by such lease only the right to use the MLS Compilation in accordance with these Rules and Regulations.

* This section should not be construed to require the Participant to lease a copy of the MLS Compilation for any licensee (or licensed or certified appraiser) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the Association.

SECTION 11.3 Ownership of Listing and Listing Content
The listing broker owns the listing agreement. Prior to submitting a listing to the MLS, the listing broker should own, or have the authority to license all listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to be published in the MLS compilation of listing information.

Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires Participants' consent. Such consent cannot be required as a condition of obtaining or maintaining MLS participatory

rights. MLSs may presume such consent provided that listing brokers are given adequate prior notice of any intended use unrelated to the defined purpose of MLS, and given the opportunity to affirmatively withhold consent for that use.

Participants cannot be required to transfer ownership rights (including intellectual property rights) in their listings or listing content to the MLS to obtain or maintain participatory rights except that the MLS may require Participants to grant the license necessary for storage, reproduction, compiling and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. The MLS may also require Participants to warrant that they have the rights in submitted information necessary to grant these rights to the MLS.

SECTION 11.4 Hold Harmless for Error

SECTION 11.4.1 Operation of the Service
Participants and Subscribers acknowledge and agree that the MLS has established terms, conditions, fees and charges for the operation of the MLS, as set forth herein, and that the MLS will not be liable for any damages or losses of any type or nature whatsoever resulting from the interruption, suspension or termination of the MLS and MLS services.

SECTION 11.3.2 Reliability of Listing Information
The information published and disseminated by the MLS is communicated verbatim as filed and entered in the MLS system by Participants and Subscribers. Participants and Subscribers acknowledge and agree that the MLS does not verify, nor has any obligation to verify, such information and that the MLS will not have any liability, obligation or responsibility for the accuracy, inaccuracy, adequacy or inadequacy of such information, nor for any errors by the MLS or any Participant or Subscriber in connection with the listing procedures set forth in these Rules and Regulations. Participants and Subscribers will hold the MLS harmless against any liability of the information which has been provided by the Participants and Subscribers.

USE OF COPYRIGHTED MLS COMPILATION

SECTION 12. Distribution
Participants shall, at all times, maintain control over responsibility for each copy of any MLS compilation leased to them by the Roanoke Valley Association of REALTORS@, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other Subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an Association MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey Participation or Membership or any right of access to information developed by or published by an Association 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 Participant or their affiliated licensees, be interested.

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

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 are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.
None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to Participants for real estate brokerage purposes must also be available to Participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

*It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the 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 MLS Information
Use of information from MLS compilation of current listing information, from the MLS statistical report, or from any sold or comparable report of the Association or MLS for public mass-media advertising by an MLS Participant or in other public representations, may not be prohibited.

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

"Based on information from the Roanoke Valley Association of REALTORS® (alternatively, from the MLS) for the period _____ through _____."

CHANGES IN RULES AND REGULATIONS

SECTION 14. Changes in Rules and Regulations
Amendments to the rules and regulations of the MLS shall be by consideration and approval of the Board of Directors of the MLS in accordance with the MLS Bylaws.

RENTAL PROCEDURES

SECTION 15. Residential Rental Listings

Residential rental listings of thirty (30) days or more may be entered into the MLS on an optional basis.

1. Any rental listing entered in the MLS system requires an agent to have a signed Property Management Agreement or an Exclusive Right to Rent Agreement before it may be entered in the MLS system.
2. The "List Date" will be the date the rental listing is entered in the MLS system. A separate field will indicate the availability of the rental.
3. The Expiration Date may not exceed the expiration terms as outlined in either the Property Management Agreement or the Exclusive Right to Rent.
4. All status changes must be entered in the MLS within two (2) business days of the status change. (The status of Pending is not applicable to rental listings.)
5. The status of "Closed" is used to indicate that the property has been rented. When the status of a rental listing is changed to "Closed" the final rent amount and term of the lease must be entered in the MLS.
6. At least one (1) exterior photo that is an accurate representation of the front, outside of the property to be leased must be input in the MLS system but is not required to be the primary photo.

ARBITRATION OF DISPUTES

SECTION 16. Arbitration of Disputes

By becoming and remaining a Participant, 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:

1. If all disputants are members of the same Association of REALTORS® or have their principal place of business within the same Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Association of REALTORS®.
2. If the disputants are members of different Associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different Associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Virginia Association of REALTORS®.

STANDARDS OF CONDUCT FOR MLS PARTICIPANTS

SECTION 17. Standards of Conduct for MLS Participants

STANDARD 17.1

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 17.2

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

STANDARD 17.3

MLS Participants shall not solicit a listing which is 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 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 17.4
MLS Participants shall not solicit buyer/tenant agency agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by a 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 17.5
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 the listing brokers.

STANDARD 17.6
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 17.7
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 17.MLS Participants are free to enter in contractual relationships or to negotiate with seller/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 17.9
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 17.10
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.

<u>The following types of solicitations are prohibited</u>: 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 17.11
MLS Participants, prior to entering into 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 17.12
MLS Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative not later than execution of a purchase agreement or lease.

STANDARD 17.13
On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

STANDARD 17.14
MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents 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 17.15
MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through 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 17.16
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 17.17
Participants, Users, 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 17.18
MLS Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

STANDARD 17.19
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 17.20
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:

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

5. Otherwise mislead consumers, including use of misleading images.

STANDARD 17.21
The services which 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 persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.

INTERNET DATA EXCHANGE

SECTION 18. 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

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

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

SECTION 18.2 Participation
Participation in IDX is available to all MLS Participants engaged in real estate who consent to display of their listings by other Participants.

SECTION 87.2.1
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.

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.

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 forms of electronic display or distribution.

SECTION 18.2.4
Participants may select the listings they choose to display on their sites 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 site must be independently made by each Participant.

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.

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.

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.
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.

SECTION 18.2.9
Participants shall maintain a means (e.g., email address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

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 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.

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.

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 the listing data.

* Displays of minimal information (e.g., "thumbnails", text messages. “tweets" etc.) of 200 characters or less are exempt from this requirement but only when linked directly to 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.

SECTION 18.2.13
When displaying IDX Listings other than their own, an IDX Broker will only display those fields of data designated by the MLS. (See Appendices a-f). Display of all other fields (as determined by the MLS) is prohibited. The Seller has the right to prohibit display of the property address or the List Date or the entire listing on the Internet ("on the Internet" includes but is not limited to publicly- accessible websites or VOWS). In such cases, the property address or the List Date or the entire listing (as specified by the seller) will not be accessible in an IDX electronic display. Although a Broker has the right to display any information on his firm's listings, the MLS advises that fields containing confidential data intended only for other MLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, owner information, vacancy of property, remarks not meant to be viewed by the public, expiration date, etc.) may not be displayed.

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, etc.) may not be displayed. (Amended 5/12)

SECTION 18.3.2
The type of listing agreement (e.g., exclusive right-to-sell, exclusive agency, etc.) may not be displayed.

SECTION 18.3.3
All listings displayed pursuant to IDX shall identify the listing agent.

SECTION 18.3.4
All listings displayed pursuant to IDX shall show the MLS as the source of the information.

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

* Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 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 through the device's application.

SECTION 18.3.7
The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS.

SECTION 18.3.8
Display of expired and withdrawn listings is prohibited.

SECTION 18.3.9
Display of seller's(s') and /or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.

SECTION 18.3.10
IDX listing data is copyrighted. All copyrights and intellectual property rights are the exclusive property of the MLS and are being provided with a limited license to access and use the IDX data subject to the rules as stated in Appendix H.

SECTION 18.3.11
Deceptive or misleading advertising (including co-branding on pages displaying IDX provided listings) is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party.

SECTION 18.4 Service Fees and Charges
Service fees and charges for participation in IDX shall be as established annually by the MLS Board of Directors.

SECTION 18.5 Single Data Feed
The MLS must offer a Participant a single data feed in accordance with a Participant's licensed authorized uses (e.g., IDX, VOW etc.) At the request of the Participant, the MLS must provide a single data feed for that Participant's licensed uses to that Participant's designee. The designee may use the single data feed only to facilitate that Participant's licensed uses on behalf of that Participant.

SECTION 18.6 Renewal
IDX data feeds will be renewed by the MLS on an annual basis.

SECTION 18.7 Termination
The MLS or MLS Participant may, by delivery of written notice to all other parties, terminate the IDX data feed effective immediately upon the occurrence of any of the following events:

a. Subcontractor giving MLS or Participant written notice of termination;
b. MLS Participant giving notice to MLS that it no longer intends to use Subcontractor's technology; or
c. MLS Participant ceasing to remain a Participant in the MLS.

VIRTUAL OFFICE WEBSITES (VOWS)

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 email address for each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
   iii. The Participant must require each Registrant to have a username 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 username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any email address is associated with only one username and password.

b. The Participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 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, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

d. The Participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a "Terms of Use" provision that provides at least the following:
   i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
   ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property; and
v. That the Registrant acknowledges the MLS's ownership of and the validity of the MLS's copyright in the MLS database.

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

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

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

SECTION 19.5
A Participant's VOW must employ reasonable efforts to monitor for and prevent, misappropriation, scraping, and other unauthorized 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 email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

Seller Opt-Out Form

1. Please check either Option a or Option b:
   a. [ ] I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

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

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

_____

Initials of seller

c. The Participant shall retain such forms for at least one (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) 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., email 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 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.

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.

SECTION 19.15
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 19.16
A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days. Participants may, at their discretion, require Registrants to reconfirm or change passwords more frequently.

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 19.17
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 19.18
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 19.19
Participants and the AVPs operating VOWS on their behalf must execute the license agreement required by the MLS.

SECTION 19.20
VOW data feeds will be renewed by the MLS on an annual basis.

SECTION 19.21
The MLS or MLS Participant may, by delivery of written notice to all other parties, terminate the VOW data feed effective immediately upon the occurrence of any of the following events:

a. Subcontractor giving MLS or Participant written notice of the termination;
b. MLS Participant giving notice to MLS that it no longer intends to use Subcontractor's technology; or

c. MLS Participant ceasing to remain a Participant in the MLS.

AUTHORIZED USE OF MLS DATA (NON-IDX, NON-VOW)

SECTION 20.
MLS Participants may use MLS data, to exclude other firm's listings, for internal purposes and/or public display ('Broker Only Data'). The MLS Participant will ensure the MLS data is used only in the manner and within the guidelines specified in these rules.

SECTION 20.1.1
An MLS Participant may choose to use the services of a third-party developer with respect to display or use of Broker Only Data. In doing so, the MLS Participant and the developer must agree to the Authorized Use of MLS Data (Non-IDX, Non-VOW).

SECTION 20.1.2
All agreements for use of MLS data between the MLS Participant and third-party developer will be completed electronically via the Spark platform.

SECTION 20.1.3
Broker Only Data feeds will be renewed by the MLS on an annual basis.

SECTION 20.1.4
The MLS or MLS Participant may, by delivery of written notice to all other parties, terminate the Broker Only Data feed effective immediately upon the occurrence of any of the following events:

a. Subcontractor giving MLS or Participant written notice of the termination;
b. MLS Participant giving notice to MLS that it no longer intends to use Subcontractor technology; or
c. MLS Participant ceasing to remain a Participant in the MLS.

SECTION 20.1.5
Improper use and/or display of the MLS data, beyond the scope authorized in Sections 20 – 20.1.4, will result in a violation charged to the MLS Participant. The MLS Participant must correct (or have the third-party subcontractor correct) the improper use and/or display or instruct the MLS to disable the data feed within five (5) business days of notice. Failure to do so will incur a $250 fine. The procedures for appealing the violation and/or paying the fine are defined in Appendix H(IX)(C).

SECTION 20.2
MLS Participants are entitled to use, and the MLS must provide to Participants, the Brokerage Back Office (BBO) Data, for BBO use subject to the terms below.

SECTION 20.2.1
“BBO Data" means all real property listing and roster information in the MLS database, including all listings of all Participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing Participant), and (ii) fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office feed.

SECTION 20.2.2
“BBO Use" means use of BBO Data by Participants and Subscribers affiliated with the Participant for the following purposes:

a. Brokerage management systems that only expose BBO Data to Participant and Subscribers affiliated with Participant.
b. Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to Participant, Subscribers affiliated with Participant and their bona fide clients as established under state law.

c. Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to Participant and Subscribers affiliated with Participant.
d. Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.

SECTION 20.2.3
BBO Use may only be made by Participant and Subscribers affiliated with Participant, except that at the request of a Participant, the MLS must provide BBO Data to that Participant's designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that Participant and its affiliated Subscribers.

SECTION 20.2.4
There is no option for Participants to opt-out their listings from the Brokerage Back Office Feed Use as defined.

SECTION 20.2.5
"Terms" mean the following:

a. The MLS may impose reasonable licensing provisions and fees related to Participant's license to use Brokerage Back Office Feed Data. The MLS may require the Participant's designee to sign the same or a separate and different license agreement from what is signed by the Participant. Such provisions in a license agreement may include those typical to the MLS's data licensing practices, such as security requirements, rights to equitable relief and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
b. Use of roster information may be limited by the MLS participation agreement and license agreements.
c. Brokerage Back Office Feed Use is subject to other NAR MLS policies and local MLS rules.
d. MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as NAR Policy Statement 7.85, which provides that "Use of listings and listing information by MLSs for purposes other than the defined purpose of MLS requires Participants' consent."

SECTION 20.2.6
Improper use and/or display of the MLS data, beyond the scope authorized in Section 20.2 will result in a violation charged to the MLS Participant. The MLS Participant must correct (or have the third-party subcontractor correct) the improper use and/or display or instruct the MLS to disable the data feed within five (5) business days of notice. Failure to do so will incur a $1,000 fine. The procedures for appealing the violation and/or paying the fine are defined in Appendix H XI (B). Any other MLS Participants who have signed up with the third-party subcontractor for use of the Brokerage Back Office Feed shall be notified of the violation.

SECTION 20.3
The MLS must offer a Participant a single data feed in accordance with a Participant's licensed authorized uses (e.g., IDX, BBO Data, etc.) At the request of the Participant, the MLS must provide a single data feed for that Participant's licensed uses to that Participant's designee. The designee may use the single data feed only to facilitate that Participant's licensed uses on behalf of that Participant.

PROHIBITED USE OF MLS DATA

SECTION 21.
The MLS will not create, facilitate or support any non-MLS mechanism (including by providing listing information to an internet aggregator's website for such purpose) for listing brokers or sellers to make offers of compensation to buyer brokers or other buyer representatives (either directly or through buyers); however this provision is not violated by (a) an MLS providing data or data feeds to an MLS Participant or third-party unless the MLS knows those data or data feeds are being used directly or indirectly to establish or maintain a platform for offers of compensation from multiple brokers; or (b) an MLS Participant or Subscriber displaying both (1) data or data feeds from an MLS and (2) offers of compensation to buyer brokers or other buyer representatives, but only on listings from their own brokerage.

The MLS prohibits use of MLS data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers or other buyer representatives. Such use must result with the MLS terminating the Participant's access to any MLS data and data feeds.

LOCKBOX SECURITY REQUIREMENTS

SECTION 22.
Eligibility for coverage under NAR's blanket Errors and Omissions Insurance Program is contingent on compliance with the following security measures:

SECTION 22.1 Lock Box System
The lockbox system has been designated as an activity of the MLS.

SECTION 22.2 Non-Duplicative Lockbox Key
Any key, programmer or other device (hereinafter referred to as "Key") by which a lockbox can be opened shall be non-duplicative. By "non-duplicative" it is not meant that the Key is necessarily covered by a current patent but that it cannot be readily copied in the manner that other types of Keys ordinarily are.

SECTION 22.3 Security Protocols
Keys must be obtained from the original manufacturer, from a recognized vendor of lockbox systems or from any other legitimate source. Prior to utilizing previously used Keys or boxes, MLSs must obtain sufficient information from the original manufacturer and surrounding Associations and MLSs in order to determine whether the Key's pattern, code or configuration is already in use. Surrounding Associations and Multiple Listing Services will also be contacted to determine whether the Key's pattern, code or configuration is currently in use.

SECTION 22.4 Rules
The MLS will adopt written, reasonable and appropriate rules and procedures for administration of lockbox systems which may include appropriate fines, not to exceed $15,000. Any issuing fees, recurring fees or other administrative costs will be established at the discretion of the MLS and set forth in the rules and procedures. All key holders, will agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lockbox system.

SECTION 22.5 Access Agreement
Every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS Participant and who is legally eligible for MLS access will be eligible to hold a Key subject to their execution of a access agreement with the MLS.

The access agreement details the responsibilities of the parties and incorporates by reference any applicable rules or regulations or other governing provisions of the MLS that relate to the operation of the lockbox system. The access agreement also provides that Keys may not be used under any circumstances by anyone other than the Keyholder except as otherwise provided in these Rules.

No one will be required to lease a Key from the MLS except on a voluntary basis.

SECTION 22.6 Electronic Records
The MLS will maintain current electronic records as to all Keys issued and in inventory.

SECTION 22.7 Seller's Authority
Lockboxes may not be placed on a property without written authority from the seller. This authority may be established in the listing agreement or in a separate document created specifically for the purpose. Inclusion in MLS compilations cannot be required as a condition of placing lockboxes on listed property.

SECTION 22.8 Security of Lockbox Key and Property Key
Keyholder acknowledges that it is necessary to maintain security of the Key and the property key to prevent their use by unauthorized persons. Keyholder agrees:

a. To keep the Key in Keyholder's possession or in a safe place at all times;
b. Not to allow Keyholder's PIN to be attached to the Key;
c. Not to lend the Key or the property key to any person for any purpose whatsoever or to permit the Key or the property key to be used for any purpose by any other person without authority from the seller;
d. Not to duplicate the Key or the property Key or allow any other person to do so without authority from the seller;
e. Not to allow anyone who has been admitted to the property by Keyholder to remain in the property after the Keyholder has left the property without the consent of the property owners;
f. To return the property key(s) to the lockbox when leaving the property;
g. Leave the property in the same condition you found it, exercise ordinary care and follow all additional security procedures as specified in the MLS Remarks or by Listing Agent/Firm.

SECTION 22.9 Key Use Restrictions

Keyholder will use the Key only for the purposes of gaining authorized entry into real property on which an MLS lockbox has been installed pursuant to an agreement with the Seller of such real property. Use of a Key to gain entry to a property for any purpose other than the exercise of authority or responsibility derived from the agency, subagency or other legally recognized brokerage relationship granted by the seller in the listing agreement or offer of cooperation by the Agent, or from an appraisal relationship with the seller or contract buyers, is specifically prohibited, without the authority of the seller or Listing Agent. Utilization of information derived from viewing properties will not be used or conveyed to anyone for any purpose other than to facilitate the sale or lease of real property.

SECTION 22.10 Suspension or Termination of Service

a. If a Keyholder's access to the MLS is suspended or terminated, the MLS will suspend or terminate the access to the Key and lockbox system. Should MLS access be restored, the Keyholder's access to the Key and lockbox system will also be restored, subject to any fees.

b. The MLS may refuse to lease Keys, may terminate existing Key lease agreements and may refuse to activate or reactivate any Key held by an individual convicted of a crime within the past 7 years under the following circumstances:
   i. The Board determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals or property at risk, for example through dishonest, deceptive or violent acts, and
   ii. The Board gives the individual the opportunity to provide and the Board must consider mitigating factors related to the individual's criminal history, including, but not limited to factors such as:
      1. The individual's age at the time of conviction(s);
      2. The nature and seriousness of the crime;
      3. Time elapsed since criminal activity was engaged in;
      4. Rehabilitative efforts undertaken since the conviction(s);
      5. Evidence of current fitness to practice real estate
      .

The Board should be sure to evaluate individuals uniformly, and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history.

c. The MLS may suspend the right of Keyholders to use Keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Board, the charge relates to the real estate business or puts clients, customers or other real estate professionals or property at risk.

SECTION 22.11 Lockbox Transfers

Lockboxes may be transferred between Keyholders, provided the lockbox purchaser notifies the RVAR office and provides a copy of the 'bill of sale" from the titled lockbox owner that is signed and dated and includes the lockbox serial number to be transferred and the agent to whom the lockbox is being transferred.

MLS SECURITY

SECTION 23 MLS SECURITY

SECTION 23.1 Sharing of Lockbox Key(s) Prohibited
Any Keyholder found guilty of giving a Key to a non-MLS member may be fined up to $15,000 by the Board of Directors. The giving or sharing of Key(s) with non-MLS members (such as REALTORS® who are not members of the Roanoke Valley MLS or even members of public) not only violate the Keyholder's lease agreement but also undermines the security of the entire system.

SECTION 23.2 PIN and Shackle Code Requests
If a Keyholder has forgotten their current PIN code, they must contact the RVAR MLS office (in person or by telephone) to complete a verification process in order to receive confirmation of the PIN code.

If a Participant or Authorized User needs to obtain a shackle code for a lockbox in their inventory, they must first provide the serial number of the lockbox in question, their name and Key serial number with PIN code. Only if all information provided matches what is in the SentriLock records will the shackle code be released. If a Participant calls on behalf of a Subscriber, the Participant must provide the Participant's Key serial number with PIN code. MLS staff may then release the shackle code to the Participant. MLS staff may only release shackle codes for lockboxes owned by the Subscriber or the Participant.

SECTION 23.3 Sharing of MLS Access is Prohibited
Any Participant or Subscriber affiliated with a Participant found guilty of giving his/her MLS username and confidential password to a non-MLS member may be fined up to $15,000 by the Board of Directors.

APPENDIX A

APPLICATION FOR MLS MEMBERSHIP

To: MULTIPLE LISTING SERVICE INC. (Hereinafter referred to as MLS)

The _____ (Name of Real Estate Company), hereinafter referred to as Participant) hereby applies for membership in and the services of the MLS, and agrees to pay a one-time Initial Participation Fee in the amount of $250.00, ($125.00 Branch Office) due and payable at time of provisional acceptance, for the entrance fee which is to be returned in the event of non-election. The Principal Broker has read and agrees to subscribe to and abide by its By-Laws and Rules and Regulations. Participant irrevocably waives all claims against MLS or any of its officers, directors or members, for any action in connection with the business of MLS and particularly as to its, or their acts in electing or failure to elect, advancing, suspending, expelling the applicant, or participant. Upon expiration of said membership for any cause, participant will return to MLS all certificates, signs, seals, forms, supplies and any other property owned by MLS and/or indicating membership in MLS.

Participant agrees to pay any and all fees, assessments and charges as may rightfully be imposed upon it under the Bylaws and Rules and Regulations of MLS as long as it remains a member thereof. Participant agrees to arbitrate, pursuant to MLS rules, any disputes with other members arising out of the use of MLS.

Definition of MLS Participation: Any REALTOR® of this or any other Association who is a principal, partner, corporate officer, or branch manager acting on behalf of a principal, without qualification, except as otherwise stipulated in these rules, will be eligible to participate in the MLS upon agreeing in writing to conform

Any REALTOR® of this or any other Association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these rules, shall be eligible to participate in the MLS upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and cooperate with or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by an Association MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an Association MLS where access to such information is prohibited by law.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperate means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, share information on listed property and make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). "Actively" means on a continual and ongoing basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny

MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or Potential Participant actively endeavors to cooperate with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a "Virtual Office Website" (VOW) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or Potential Participant actively endeavors to cooperate. An MLS may evaluate whether a Participant or Potential Participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has reasonable basis to believe that the Participant or Potential Participant

is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and Potential Participants.

No Association or MLS may make or maintain a rule which would preclude a individual or firm, otherwise qualified, from participating in an MLS solely on the basis that the individual or firm functions, to any degree, as the agent of potential purchasers under a contract between the individual (or firm) and the prospective purchaser (client). However, in instances where the Participant is representing the potential purchaser as an agent, the Participant cannot function simultaneously as the subagent of the listing broker without buyer and seller consent as provided by state law.

PARTICIPANT HEREBY SUBMITS THE FOLLOWING INFORMATION FOR CONSIDERATION:

1. Name of Principal Broker (exactly as shown on license):_____

2. Firm License No._____ Broker License No._____

3. Sole Owner_____ Partnership_____ Corporation:_____

4. Name of Firm (as shown by Virginia Real Estate Board):_____

   _____

5. Office address:_____

   City:_____ State:_____ Zip:_____

   Phone Number:_____ Fax Number:_____

6. Broker Email Address:_____

7. Firm Website Address:_____

8. Principal Broker's Signature:_____

9. Date:_____

Multiple Listing Service of Roanoke Valley, Inc.
4358 Starkey Road, SW / Roanoke, VA 24018
Phone: (540) 772-0526 / 1-800-772-7916
Fax: (540) 772-8058 / contactus@rvar.com

APPENDIX B

APPLICATION FOR MLS ONLY MEMBERSHIP (FIRM NON-RVAR)

To: MULTIPLE LISTING SERVICE INC. (Hereinafter referred to as MLS)

The _____ (Name of Real Estate Company), (hereinafter referred to as Participant) hereby applies for membership in and the services of the MLS, and agrees to pay a one-time Initial Participation Fee in the amount of $250.00, ($125.00 Branch Office) due and payable at time of provisional acceptance, for the entrance fee which is to be returned in the event of non-election. The Principal Broker has read and agrees to subscribe to and abide by its Bylaws and Rules and Regulations. Participant irrevocably waives all claims against MLS or any of its officers, directors or members, for any action in connection with the business of MLS and particularly as to its, or their acts in electing or failure to elect, advancing, suspending, expelling the applicant, or participant. Upon expiration of said membership for any cause, participant will return to MLS all certificates, signs, seals, forms, supplies and any other property owned by MLS and/or indicating membership in MLS.

Participant agrees to pay any and all fees, assessments and charges as may rightfully be imposed upon it under the Bylaws and Rules and Regulations of MLS as long as it remains a member thereof. Participant agrees to arbitrate, pursuant to MLS rules, any disputes with other members arising out of the use of MLS.

Definition of MLS Participation: Any REALTOR® of this or any other Association who is a principal, partner, corporate officer, or branch manager acting on behalf of a principal, without qualification, except as otherwise stipulated in these rules, will be eligible to participate in the MLS upon agreeing in writing to conform

Any REALTOR® of this or any other Association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these rules, shall be eligible to participate in the MLS upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and cooperate with or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by an Association MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an Association MLS where access to such information is prohibited by law.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperate means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, share information on listed property and make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). "Actively" means on a continual and ongoing basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny

MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or Potential Participant actively endeavors to cooperate with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their clients. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a "Virtual Office Website" (VOW) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or Potential Participant actively endeavors to cooperate. An MLS may evaluate whether a Participant or Potential Participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has reasonable basis to believe that the Participant or Potential Participant

is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and Potential Participants.

No Association or MLS may make or maintain a rule which would preclude a individual or firm, otherwise qualified, from participating in an MLS solely on the basis that the individual or firm functions, to any degree, as the agent of potential purchasers under a contract between the individual (or firm) and the prospective purchaser (client). However, in instances where the Participant is representing the potential purchaser as an agent, the Participant cannot function simultaneously as the subagent of the listing broker without buyer and seller consent as provided by state law.

PARTICIPANT HEREBY SUBMITS THE FOLLOWING INFORMATION FOR CONSIDERATION:

1. Name of Primary Association:_____

2. Name of Principal Broker (exactly as shown on license):_____

3. Firm VA License No._____ Broker License No._____

   Branch License No. _____

4. Sole Owner_____ Partnership_____ Corporation:_____

5. Name of Firm (as shown by Virginia Real Estate Board):_____

   _____

6. Office address:_____

   City:_____ State:_____ Zip:_____

   Phone Number:_____ Fax Number:_____

7. Broker Email Address:_____

8. Firm Website Address:_____

9. Broker's Home Address:_____

   City:_____ State:_____ Zip:_____

   Phone Number:_____ Fax Number:_____

10. Principal Broker's Signature:_____

11. Date:_____

Multiple Listing Service of Roanoke Valley, Inc.
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Fax: (540) 772-8058 / contactus@rvar.com

APPENDIX B-A

APPLICATION FOR MLS MEMBERSHIP FOR INDIVIDUAL AGENT

To: **MULTIPLE LISTING SERVICE, INC. (Hereinafter referred to as MLS)**

Agent _____ (also referred to as Subscriber) agrees to pay a one-time Initial Participation fee of $250.00 plus **$36.00** per month ($108 per Quarter) for Agent's MLS Service Fee, as may rightfully be imposed upon it under the Bylaws and Rules and Regulations of MLS as long as it remains a Subscriber thereof. Agent agrees to arbitrate, pursuant to MLS Rules, any disputes with other members arising out of the use of MLS.

AGENET HEREBY SUBMITS THE FOLLOWING INFORMATION FOR CONSIDERATION:

1. Name of Agent (exactly as shown on license):_____
2. VA Real Estate License No._____
3. Broker_____ Associate Broker_____ Agent:_____
4. Name of Firm (as shown by Virginia Real Estate Board):_____

   _____
5. Firm Office address:_____

   City:_____ State:_____ Zip:_____

   Phone Number:_____ Fax Number:_____
6. Agents' Home Address:_____

   City:_____ State:_____ Zip:_____

   Phone Number:_____ Fax Number:_____
7. Business Phone:_____ Home Phone:_____

   Cell Phone:_____ Fax Number:_____
8. Email Address:_____
9. Personal Website Address:_____
10. Signature of Principal Broker or Agent:_____
11. Date:_____

Multiple Listing Service of Roanoke Valley, Inc.
4358 Starkey Road, SW / Roanoke, VA 24018
Phone: (540) 772-0526 / 1-800-772-7916
Fax: (540) 772-8058 / contactus@rvar.com

APPENDIX C

NOTE: Payments to be made in accordance with Section 7 of these Rules and Regulations.

SERVICE FEES AND CHARGES (AS OF SEPTEMBER 2026)

Initial Participation Fee		Firm Service Fee			MLS Service Fee	
One Time Only		Quarterly	$75		Quarterly	$108
New Participant Firms (RVAR and MLS Only – Includes Broker) $250 New Agent (RVAR and MLS Only) $250		Two-Month Proration	$50		Two-Month Proration	$72
New Participant Branches $125		One-Month Proration	$25		One-Month Proration	$36

Prorated Rates: The quarterly Firm and MLS Service Fees for new Participant Firms and Subscribers shall be prorated based on the month in which a Participant Firm or Subscriber applies for MLS Only membership. MLS Service Fees shall not be prorated if the Participant Firm or Subscriber held MLS membership during the preceding calendar year.

ADMINISTRATIVE CHARGES, BILLING DATES AND ACCEPTABLE PAYMENT

Late Fee: The Service shall assess a $50.00 Late Fee to all Participant Firm and Subscriber unpaid invoices as of the first (1st) day of the quarter. The $50.00 Late Fee shall be assessed to late payments, incomplete payments, and improper payment methods (ex. bounced check or declined credit card).

Billing Date: MLS billing will be done as of the first day of the month prior to the quarter based on the membership status of the Subscriber for quarterly MLS Service Fee and the Participant Firm for Quarterly Firm Service Fee.

Payment Due: Quarterly Service Fees are due by the final day of the month prior to the quarter.

Receiving Payment: Payment must be received from Subscriber or Participant Firm Broker for Quarterly MLS Service Fee in a single payment (i.e. a Participant Firm Broker may elect to pay the Quarterly MLS Service Fee for a Subscriber). Payment must be received from Participant Firm Broker for Quarterly Firm Service Fee.

Acceptable Forms of Payment: Credit or Debit Card (all major cards accepted), ACH, and check. Option to opt-into automatic payment by credit card is available in RAMCO. Payment by credit card is preferred.

Notifications and Billing Schedule of Quarterly MLS Service Fee Billing, see also Billing Schedule below.

Quarterly Invoice Notification: Invoices for the quarterly Firm Service Fees (Participant Firms) and MLS Service Fees (Subscribers) shall be emailed on the first (1) day of the month prior to the quarter.

Payment Due First Reminder: A payment reminder shall be emailed to Participant Firms and Subscribers with unpaid invoices on the eighth (8th) day of the month prior to the quarter.

Payment Due Second Reminder: A payment reminder shall be emailed to Participant Firms and Subscribers with unpaid invoices on the fifteenth (15th) day of the month prior to the quarter. The Participant Firm Broker will be emailed a list of all unpaid invoices for Subscribers in the firm as of the Payment Due Second Reminder to Subscribers.

Payment Due Final Reminder: A final payment reminder shall be emailed to Participant Firms and Subscribers with unpaid invoices on the twenty-ninth (29th) day of the month prior to the quarter. The Participant Firm Broker will be emailed a list of all unpaid invoices for Subscribers in the firm as of the Payment Due Final Reminder to Subscribers.

Late Fee Added Notification: An updated invoice with the $50.00 Late Fee added shall be emailed to Participant Firms and Subscribers with unpaid invoices on the first (1st) day of the quarter. The $50.00 Late Fee is assessed to each Participant Firm and each Subscriber unpaid invoice. The Participant Firm Broker will be emailed a list of all unpaid invoices for Subscribers in the firm as of the Late Fee Added Notification to Subscribers.

Suspended Service Notification: A suspension of MLS service notification shall be emailed to Participant Firms with unpaid invoices on the twelfth (12th) day of the quarter and MLS service for the entire office will be suspended. A suspension of MLS service notification shall be emailed to Subscribers with unpaid invoices on the twelfth (12th) day of the quarter and MLS service for the Subscriber shall be suspended. The Participant Firm Broker will be emailed a list of all unpaid invoices for Subscribers in the firm as of the Suspended Service Notification. To have MLS service reactivated the outstanding Firm Service Fee or MLS Service Fees plus the $50.00 Late Fee must be received by the MLS office.

The quarterly Firm Service Fee invoice shall be emailed to the Principal or Supervising Broker for the Participant Firm following the same Notifications and Billing Schedule as the Quarterly MLS Service Fee.

BILLING SCHEDULE

	Quarterly Invoice Emailed	Payment Due First Email Reminder	Payment Due Second Email Reminder (Firm Broker Notice Added for MLS Service Fee)	Payment Due Final Email Reminder (Firm Broker Notice Added for MLS Service Fee)	Payment Due Date	Late Fee Added Notification Email	Suspended Service Notification Email
First Quarter (January - March)	**December 1st**	**December 8th**	**December 15th**	**December 29th**	**December 31st**	**January 1st**	**January 12th**
Second Quarter (April – June)	**March 1st**	**March 8th**	**March 15th**	**March 29th**	**March 31st**	**April 1st**	**April 12th**
Third Quarter (July – September)	**June 1st**	**June 8th**	**June 15th**	**June 29th**	**June 30th**	**July 1st**	**July 12th**
Fourth Quarter (October - December	**September 1st**	**September 8th**	**September 15th**	**September 29th**	**September 30th**	**October 1st**	**October 12th**

APPENDIX D

AGENT FEE EXEMPTION REQUEST 2026

I, _____ (Agent Name), associated with _____ (Firm Name) request exemption from receiving and paying for the monthly Multiple Listing Service, Inc. Agent Fee.

I CERTIFY THAT AS OF _____, _____ (Date of Request) I WILL NO LONGER LIST, SHOW, OR SELL THE TYPES OF PROPERTIES WHICH ARE REQUIRED TO BE FILED WITH THE MULTIPLE LISTING SERVICE, INC.

I understand that as a condition of exemption:

1. I may not participate in, or benefit from, the Multiple Listing Service, Inc.
2. I may not participate as a listing or selling agent in any real estate transaction listed from which I am exempted.
3. I shall notify the Multiple Listing Service Immediately of any changes in my status.
4. I understand my lockbox opening device will be deactivated for the period of time I am exempt.
5. I understand that failure to comply with the above conditions will result in the immediate termination of this exemption and I agree to pay all back MLS fees from the date the exemption was granted.

THIS AFFIDAVIT TO BE MADE BY THE LICENSEE BELOW:

I, _____ (Agent Name), hereby certify that I am the individual herein named, that I have read the foregoing form, and that I personally attach my signature to this Affidavit. I hereby request that I be granted and placed on "MLS AGENT FEE EXEMPT" status.

Signed:_____ (Applicant)

Signed:_____ (Principal Broker)

(THIS REQUEST FORM MUST BE FILLED OUT COMPLETELY BEFORE THE REQUEST CAN BE PROCESSED).

DO NOT WRITE BELOW THIS LINE – MLS USE ONLY:

Effective _____, _____, by the direction of the Multiple Listing Service of the Roanoke Valley, Inc.

Signed:_____ (MLS Coordinator)

Lockbox Opening Device Number:_____ Deactivation Date:_____

Multiple Listing Service of Roanoke Valley, Inc.
4358 Starkey Road, SW / Roanoke, VA 24018
Phone: (540) 772-0526 / 1-800-772-7916
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APPENDIX E

LOCKBOX AND KEY SYSTEM INFORMATION

Schedule of Payments:

Agents must be members of the RVAR Multiple Listing Service before they can obtain a key.

Service Fee An annual service fee will be direct billed by SentriLock to the agent. The amount may be adjusted annually by SentriLock.

Lockboxes Lockboxes may be purchased at the Association office for the cost of $109 per lockbox.

APPENDIX F

MULTIPLE LISTING SERVICE MONITORING COMMITTEE GUIDELINES

1. **Purpose**
   To establish and provide Participant Firms with uniform procedures and/or establish guidelines within the bounds of the Multiple Listing Service of Roanoke Valley Rules and Regulations pertaining to the method of entering information into the MLS system and compliance thereto.

2. **Duties of Committee Members**
   To attend all regular and special-called meetings. Absence from two (2) regular meetings of the MLS Monitoring Committee without excuse deemed valid, directed to the Chairperson of the Committee shall be construed as a member's resignation from the Committee.

   To review area(s) in general or as assigned by Committee Chairperson using MLS system and onsite preview of properties on a regular basis.

   To utilize the most current MLS Rules and Regulations to determine if a violation has been committed.

   To direct violations using the MLS Rules and Regulation Violation Notice to the MLS Office.

   To make suggestions at regular meetings of improvements and advise of consistent violations that should be addressed by the Committee to be more responsive to the needs of the MLS. Recommendations from the MLS Monitoring Committee will be referred to the MLS Board for review and approval.

3. **Categories of Violations, Their Definitions and Charges**

   NOTE: All references to Warning Letters and Violation Notices shall include electronic notification. All Warning Letters and Violation Notices sent to agents shall also be copied to brokers.

   A. **Incorrect Listings** — any incorrect information entered in a listing or missing information in a required field, <u>including a missing front view photo</u>.

      This violation triggers the Incorrect Listing Warning Letter. A listing agent has two (2) business days from receipt of this warning in which to make the correction(s) or appeal this warning before the Committee issues a violation.

      A listing agent who has accumulated five (5) Incorrect Listing Warnings (any number of omissions on one listing is considered one (1) violation) in a calendar year will result in the agent being assessed a $100 fine by the MLS. Violations will accrue from January 1 to December 31 of each year.

   B. **Pending** - The contract is pending when delivery has been made to all parties of the fully executed contract. The listing status must be changed by the listing agent in the system within twenty-four (24) hours (or by 5:00pm next business day) of the fully executed contract.

      This violation triggers the Violation Notice marked for Pending. This violation is eligible for the Grace Period, as described in Paragraph R.

      If the MLS has been informed by a Participant or Subscriber that a pending or contingent sale has not been reported to the MLS within twenty-four (24) hours (or by 5:00pm next business day) of contract execution, the MLS will send a Violation Notice. The listing agent will be granted a grace period of two (2) business days in which to correct the violation. If not corrected within the grace period, the MLS will assess the listing agent a $100 fine. Upon receipt of the fine notice, the listing agent has five (5) business days to produce a copy of that contract in order to verify date of fully executed contract.

The dates of any initialed changes on the contract will be used for confirming execution date of the contract. If a contract does not show a date where initialed, the date of the final signature on the contract will be considered the execution date.

C. **Kickout Contingency** -- A contract where the terms are conditional upon a contingency with a kick-out clause.

Kickout Contingency - continue to show - This contingent contract must be entered into the MLS system within 24 hours (or by 5:00pm next business day) and is noted in the MLS system as a kickout in the contingency field in the listing. **NOTE**: A kickout contingent listing may remain as "Active" with the seller's written agreement if the first line of the Private Remarks begins with "under contract with _____ hrs kick out clause." Further, the listing agent or broker shall enter in the MLS system within twenty-four (24) hours (or by 5:00pm next business day) that the kickout contingency on file has been fulfilled or canceled.

This violation triggers the Violation Notice marked for Kickout Contingency. This violation is eligible for the Grace Period, as described in Paragraph R.

Failure to change the status within the required time-period will result in a Violation Notice. The Listing agent will be granted a grace period of two (2) business days in which to correct the violation. If not corrected within the grace period, the MLS will assess the listing agent a $100 fine.

D. **Closed (Completed Sale)** -- When settlement has been made, entry must be made into the MLS system within ten (10) business days of settlement. The MLS status field will now show as "CLOSED."

This violation triggers the Violation Notice marked for Closed. This violation is eligible for the Grace Period, as described in Paragraph R.

If the MLS has been informed by a Participant or Subscriber that a closed sale has not been reported within ten (10) business days of settlement, the MLS will send a Violation Notice. The listing agent will be granted a grace period of two (2) business days in which to correct the violation. If not corrected within the grace period, the MLS will assess the listing agent a $100 fine.

E. **No Agent or Firm Promotion** — The only agent or firm information allowed to be entered in any MLS fields is in the designated listing agent or firm fields of the listing, or in the Private fields. Agent or firm promotion stated in any other fields of the listing or included in any MLS photos will result in a violation notice.

This violation triggers a Violation Notice marked Agent/Firm promotion. This violation is eligible for the Grace Period, as described in Paragraph R.

The MLS will send a Violation Notice. The listing agent will be granted a grace period of two (2) business days in which to correct the violation. If not corrected within the grace period, the MLS will assess the listing agent a $100 fine.

F. **Do Not Show** — The MLS does not allow a listing to be entered in the MLS that does not offer cooperation to show the property at the time the listing is entered in an Active status into the MLS system.

This violation triggers a Violation Notice marked for Do Not Show. This violation is eligible for the Grace Period, as described in Paragraph R.

The MLS will send a Violation Notice. The listing agent will be granted a grace period of two (2) business days in which to correct the violation. If not corrected within the grace period, the MLS will assess the listing agent a $100 fine.

G. **Owner of Record** — The MLS must show the name of the legal owner or the legal owner's authorized representative. This ruling prohibits the use of "owner of record" or any other variation other than the legal

owner's name or legal owner's authorized representative in any MLS listing. However, in cases where a municipality withholds the property owner's name from the public records, then the owner name field in the MLS may reflect same. If an owner wishes to remain anonymous, the agent may take the listing; and an MLS Listing Exclusion form shall be filed with the MLS Office within 24 hours (or by 5:00PM the next business day) of the commencement date of the listing. This form must be signed by the seller indicating that he/she does not want the property entered in the MLS system.

This violation triggers a Violation Notice marked for Owner of Record. This violation is eligible for the Grace Period, as described in Paragraph R.

The MLS will send a Violation Notice. The listing agent will be granted a grace period of two (2) business days in which to correct the violation. If not corrected within the grace period, the MLS will assess the listing agent a $100 fine.

H. **Virtual Tours and Videos** — A Branded Virtual Tour or Video may contain agent and office promotion or identification. An Unbranded Virtual Tour or Video may only contain photos or other forms of marketing pertaining to the property. An Unbranded Virtual Tour or Video must not contain photos with a readable yard sign or any visual indication of an agent or office name. Any Branded Virtual Tour or Video which is mislabeled as an Unbranded Virtual Tour or Video on a listing is prohibited.

This violation triggers a Violation Notice marked for Virtual Tours and Videos. This violation is eligible for the Grace Period, as described in Paragraph R.

The MLS will send a Violation Notice. The listing agent will be granted a grace period of two (2) business days in which to correct the violation. If not corrected within the grace period, the MLS will assess the listing agent a $100 fine.

I. **Unauthorized Photos** — Copying and using photos of another agent from a listing is prohibited unless prior permission has been obtained. The agent who originally placed the photos in the MLS may notify the using agent that they do not have permission to use their photos. The issue will be turned over to the MLS Monitoring Committee in three (3) business days if the photos remain on the listing. **NOTE**: "Photo" refers to all images, videos and virtual tours.

This violation triggers a Violation Notice marked for Unauthorized Photos. This violation is eligible for the Grace Period, as described in Paragraph R.

The MLS will send a Violation notice. The listing agent will be granted a grace period of two (2) business days in which to correct the violation. If not corrected within the grace period, the MLS will assess the listing agent a $100 fine. MLS may remove the unauthorized photos from the MLS system following issuance of the fine.

J. **Improper Coming Soon** — A listing entered into the MLS system requires a ratified listing agreement, including the RVAR Coming Soon Addendum. Once a listing has been in a Coming Soon status, the property must be off market for sixty (60) consecutive days before it can be re-entered into the MLS system as a Coming Soon listing, unless there is a change in ownership of the property or change in listing firm.

This violation triggers a Violation Notice marked for Improper Coming Soon. The violation is eligible for a Grace Period, as described in Paragraph R.

The MLS will send a Violation Notice. The listing agent will be granted a grace period of two (2) business days in which to correct the violation. If not corrected within the grace period, the MLS will assess the listing agent a $500 fine.

K. **Improper Withdrawal** -- withdrawing a listing is for the express purpose of taking a listing off the market. Withdrawing a listing from the MLS system requires a signed document from the Seller requesting the listing to be withdrawn from the market. To withdraw a listing for the purpose of re-entering it into the MLS system as a new listing is not permitted. To withdraw a Coming Soon Listing for the sole purpose of showing the property to avoid placing it in Active status is not permitted. Any listing withdrawn and re-entered into the MLS System by the original listing firm within the original term of the listing agreement must be entered as "Back On Market" using the original MLS number.

This violation triggers the Violation Notice marked for Improper Withdrawal.

If the MLS is informed by a Participant or Subscriber that a listing has been improperly withdrawn from the MLS system, the MLS will assess the listing agent an initial $500 fine. Improper Withdrawal violations are subject to progressive fines as prescribed in Paragraph S below.

L. **Improper Cancel** — canceling a listing is to be used only when a listing broker and seller agree to terminate a listing agreement and release all professional obligations related to the listing agreement. Canceling a listing for the purpose of re-entering the listing as "new" by the same listing broker within a thirty (30) day period in any off market status is not permitted.

This violation triggers the Violation Notice marked Improper Cancel.

If the MLS is informed by a Participant or Subscriber that a listing has been improperly cancelled in the MLS system, the MLS will assess the listing agent an initial $100 fine. Improper Cancel violations are subject to progressive fines as prescribed in Paragraph S below.

M. **Improper Price Change** — No price change is permitted to any listing in the status of "Pending." Changing a listing in the status of "Pending" to another status for the sole purpose of changing the price is also prohibited.

This Violation triggers the Violation Notice marked Improper Price Change.

If the MLS is informed by a Participant or Subscriber that a price change has been made on a Pending listing or a Pending listing has been changed to another status for the sole purpose of changing the price, the MLS will assess the Listing Agent an initial $100 fine. Improper Price Change violations are subject to progressive fines as prescribed in Paragraph S below.

N. **Unreported Listings** — Listings (including listings being advertised as Coming Soon) must be submitted to the MLS system within twenty-four (24) hours (or 5:00pm next business day) of the commencement date of the listing period as defined on the fully executed listing agreement. If an MLS Listing Exclusion has been submitted to the MLS, the violation does not apply.

This violation triggers the Violation Notice marked Unreported Listings.

If the MLS is informed by a Participant or Subscriber that a listing has been advertised and has not been entered into the MLS system, the MLS will assess the listing agent an initial $100 fine. Upon receipt of the fine notice, the agent has seven (7) business days to produce a copy of the listing agreement in order to verify the commencement date of the listing. Unreported Listing violations are subject to progressive fines as described in Paragraph S below.

O. **Showing a Coming Soon Listing** — Showing or previewing a listing in a Coming Soon status in the MLS system by any agent is prohibited.

This violation triggers the Violation Notice marked Showing a Coming Soon Listing.

If the MLS is informed by a Participant or Subscriber that a Coming Soon listing has been shown or previewed, the MLS will assess the agent an initial $500 fine. Coming Soon Listing violations are subject to progressive fines as described in Paragraph S below.

P. **Improper Advertising of a Coming Soon Listing** — Advertising a listing in a Coming Soon status by any agent in manner that violates the MLS Rules and Regulations (Section 3.13) is prohibited.

This violation triggers the Violation Notice marked Improper Advertising of a Coming Soon Listing.

If the MLS is informed by a Participant or Subscriber that a Coming Soon listing has been advertised in a manner that violates the MLS Rules and Regulations, the MLS will assess the listing agent an initial $100 fine. Improper Advertising of a Coming Soon Listing violations are subject to progressive fines as described in Paragraph S below.

Q. **Buyer Agreement** — The MLS requires a written buyer agreement to be signed by the buyer before touring a home with a buyer agent. The MLS reserves the right to request a copy of any signed buyer agreement.

This violation triggers the Violation Notice marked Buyer Agreement.

If the MLS is informed that a Buyer Agreement was not signed by the Buyer prior to touring a home with a buyer agent, the MLS will assess the agent an initial $100 fine. If a buyer agent refuses or fails to provide a copy of a Buyer Agreement requested by the MLS, the MLS will assess the agent an initial $100 fine. Buyer Agreement violations are subject to progressive fines as described in Paragraph S below.

R. **Grace Period** -- Any agent who receives notice of an MLS Monitoring violation (see A-J above) will be granted a grace period of two (2) business days in which to correct the violation. A fine will be assessed to fineable violations if they are not corrected within the grace period.

Should a fine be assessed, the agent may file a written appeal within ten (10) business days, as described in Section 5 of the MLS Monitoring Guidelines.

S. **Progressive Fines** — Any agent who receives notice of an MLS Monitoring violation for K-Q above is subject to the following schedule of fines:

1st Violation = $100 Fine (1st Coming Soon Violation (*J, *K, *O) = $500 Fine)
2nd Violation = $250 Fine (2nd Coming Soon Violation (*K, *O) = $1000 Fine)
3rd Violation = $500 Fine (3rd Coming Soon Violation (*K, *O) = $1500 Fine)
Any subsequent violation = Hearing by MLS Board for Sanction Determination

Violations for K-Q above are subject to progressive fines accumulated in a calendar year.

4. Handling of Violations

Committee member should fill out the MLS Rules and Regulations Violation Notice and attach a copy of the listing with errors noted and send to the MLS staff.

MLS staff will then process the necessary violation letter (retaining one copy for the MLS files) with copy of listing and send one to the Broker and one to the listing agent. The MLS staff will generate, if applicable, the MLS Fine Notice. MLS staff will track responses and monitor corrections.

5. Appeal of Violations

Appeal of any violation may be made by the agent by submission of a written request for appeal directed to the Committee within ten (10) business days of the date of the Violation Notice, along with a written explanation, copy of the Violation Notice and any pertinent attachments.

Review of the appeal will be made at the next called meeting of the Committee. The MLS Monitoring Committee, upon receipt of the written appeal, will review the violation considering all information supplied by the agent

and take the appropriate action. The agent will be advised of the determination within three (3) business days of the meeting.

If the MLS Monitoring Committee denies the appeal, the agent may re-appeal the violation by submitting a written request to the MLS Board within twenty (20) business days from receipt of notification of the denial. Only those materials and information which were available to the MLS Monitoring Committee when the Committee made its decision will be considered by the MLS Board. The MLS Monitoring Chairperson will present a summary of the violation and appeal to the MLS Board. The MLS Board may vote to either uphold or overturn the decision of the MLS Monitoring Committee with regards to the appeal. The agent will be notified of the MLS Board's determination within three (3) business days of the MLS Board meeting. The decision of the MLS Board is final and binding and is not subject to further review.

6. Failure to Pay Fines

When a violation that incurred a fine is processed and the agent has not appealed the violation in writing to the Committee within the ten (10) business day appeal period, a Fine Notice will be processed by the MLS. The agent must either produce documentation to appeal the charge within seven (7) business days of receipt of the Fine Notice (if the violation incurred an immediate fine) or pay the fine within 30 (thirty) business days of receipt of the Fine Notice.

APPENDIX G

SPECIAL NOTES AND DEFINITIONS

PROPERTY HOMEOWNER'S ASSOCIATION - Any listing within a subdivision where there is a Property Homeowner's Association must have notation made in the POA field.

REAL ESTATE TAXES ON LISTINGS - The amount of taxes shown on a listing submitted to the MLS system must reflect the current tax assessment. Taxes for new construction listings can be calculated from the list price based on the tax rate for that municipality. Properties currently taxed under land use must be identified as such in the Public Remarks.

LOCKBOX INFORMATION ON LISTINGS – If the Lockbox field is marked YES, keys should not be removed from the Lockbox unless a fully executed contract has been placed on the property or unless by the direct written request of the owner.

SOUARE FOOTAGE DEFINITIONS - Finished square footage may be entered into the MLS system, based on the following definition:

a. Finished square footage must be heated by a permanently attached heating system
b. Finished square footage must be finished with walls, floors and ceilings of material generally accepted for interior construction

Unfinished square footage may be entered into the designated fields in the MLS system. The definition of unfinished square footage includes space that could be finished for occupancy either heated or unheated in the primary dwelling, excluding garage.

DEFINITION OF ABOVE AND BELOW SOUARE FOOTAGE - Above grade square footage (finished) is required for all Residential, Farm and Rental listings. "Above grade" is defined as that part of the dwelling that is ENTIRELY above ground level. "Below grade" is defined as the area that is ALL or PARTLY below ground level. The square footage of garages may be entered ONLY in the appropriate fields related to the Primary Covered Parking and Additional Covered Parking.

IN-LAW APARTMENT DEFINITION - For use in the MLS system, an In-Law Apartment should contain at least one bedroom (or dedicated sleeping area), one full bath and a fully functional (plumbing and electric) kitchen. The combination of these rooms provides for a fully functional living area independent of the remaining dwelling.

LEASE PURCHASE - When a property is placed in a Pending status and is subject to a lease purchase agreement, the following statement must be added to the Private Remarks field: "This property is under contract pending lease purchase."

WATER-RELATED PROPERTY DEFINITIONS - Water-related properties are divided into three Water Classes. All other property, regardless of its geographic location, will be marked as Water Class = NA. These three (3) Water Classes are as follows:

1. Waterfront Property
2. Water Access Only Property
3. Waterfront Community — No Access Property

Waterfront Property will include only the following:

- **Waterfront Residential — Detached homes or lots/land**:
  Residential-Detached homes or lots/land having contact with the water. Such property should be marked *Water Class = Waterfront Property*. The length of waterfront will also be specified in the space provided.

  Note: For Smith Mountain Lake properties, waterfront is defined by the 800ft. contour

- **Waterfront Residential-Attached homes**:
  Residential-Attached homes (typically condominiums, townhomes or patio homes) having contiguous land between the water or shared waterfront common area and the property (the individual unit). Such property should be marked *Water Class = Waterfront Property*. The length of the waterfront will also be specified in the space provided as 0.0.

Waterfront Access Only Property will include the following:

- **Water Access Only — Residential-Detached homes or lots/land**:
  Residential-Detached homes or lots/land having access to water by slip, ramp (not a public ramp unless located within the boundary of the community) or community boat dock. The community must have contact with the water at some point to be considered a water access community but "Water Access" need not be specified in the recorded property description. Such property should be marked *Water Class = Water Access Only*.

- **Water Access Only — Residential- Attached homes**:
  Residential-Attached homes (typically condominiums, townhouses or patio homes) having no contiguous land between the water and the property (the individual unit) but have access to water by slip, ramp (not a public ramp unless located within the boundary of community) or community boat dock. Community must have contact with the water at some point to be considered a water access community but "Water Access" need not be specified in the recorded property description. Such property should be marked *Water Class = Water Access Only*.

Water Access Only Property should also be marked as *either Water Access — On Site* or *Water Access-Off Site*. If the property is *Water Access-Off Site*, then the driving distance to off-site water access must be indicated as well as the location of the off-site access.

Waterfront Community — No Access Property will include only the following:

- **Waterfront Community without Water Access for off-water Homes or Lots/Land**:
  Property that is neither Waterfront Property nor Water Access Only Property, but is located within a community that touches the water. The community may have waterfront property within but does not provide water access for off water property. Such property should be marked *Water Class = Waterfront Community — No Access.*

MANUAFACTURED HOME DEFINITION - A manufactured home (formerly known as a mobile home) is built in the controlled environment of a manufacturing plant on a non-removable steel chassis or frame. Each transportable unit (a double-wide has two units) of a manufactured home has a red certification label (a metal plate known as a HUD tag) on the exterior section and is built according to Manufactured Home Construction and Safety Standards (HUD Code). Manufactured homes can be placed on a permanent foundation.

Such properties should be marked **Construction = Manufactured, HUD Tag = Y** and either **Single-Wide** or **Double-Wide** marked accordingly.

MODULAR HOME DEFINITION - Modular homes are built in sections at a factory. Modular homes must conform to relevant state, local, and regional building codes at their destination and might have a state certification label attached to the exterior of the home. Sections are transported to the building site on truck beds, then assembled together by local contractors. Local building inspectors check to make sure a modular home's structure meets requirements for the area and that all finish work is done properly.

Such properties should be marked **Construction = Modular**

APPENDIX H

IDX BUSINESS RULES

I. INTRODUCTION TO IDX – ITS PURPOSE AND DEFINITION:

Brokers cannot advertise other Brokers' listings without each Broker's approval. Internet Data Exchange (IDX) affords each Broker the option of authorizing limited electronic display and delivery of their listings by other Brokers via the following authorized mediums under the Broker's control: websites, mobile apps and audio devices. As used throughout these Rules, "display" includes "delivery" of each listing. IDX is made up of three components: (1) The IDX Data, (2) The IDX Business Rules, and (3) A means to determine whose MLS listings to include in the IDX Data. This is accomplished by allowing Brokers to "opt out" of IDX if they choose not to participate (*see IDX Non-Participant*).

IDX Business Rules specify, among other things, requirements on how to "treat" other brokers' listings. These rules have been adopted by the MLS Board of Directors for implementation of IDX in the Roanoke Valley.

II. GLOSSARY OF TERMS: (for the purpose of this document)

- IDX: See *Introduction to IDX – Its Purpose and Definition*
- Broker: A member of the Multiple Listing Service of Roanoke Valley who is a principal broker
- IDX Broker: A Broker who is an IDX participant (has not "opted out")
- IDX Electronic Display: An IDX-enhanced electronic display operated by an IDX Broker or IDX Agent
- Agent: A REALTOR® working for an IDX Broker
- Agent IDX: Agent IDX is IDX made available to Agents of an IDX Broker (an IDX Agent) with that Broker's permission, subject to the requirements stated in Section IV.A.4 below. Each IDX Broker is responsible to ensure IDX Agent compliance with the IDX Business Rules.
- Broker IDX: Broker IDX is IDX made available to all IDX Brokers for the limited electronic display and delivery of IDX Listings.
- IDX Agent: An Agent of an IDX Broker who is authorized to employ Agent IDX
- IDX Developer: A third-party developer/vendor/subcontractor ("developer") who is in agreement with the Authorized Use of IDX section of the IDX Business Rules, and has electronically completed all required agreements and accepted all terms of use of MLS data as an IDX Developer for an MLS Broker/Agent through the Spark platform.
- IDX Data: Any data contained in the IDX database(s), whether listing data or otherwise
- Raw IDX Data: Data files provided by the Roanoke MLS for the purpose of supporting Broker IDX and Agent IDX
- IDX Visitor: Anyone who views an IDX electronic display
- IDX Listings: MLS listings listed by IDX Brokers that meet the following criteria:

  - ✓ Listing Type = Exclusive Right to Represent Seller
  - ✓ Listing Type = Exclusive Agency listings
  - ✓ On-Market Listings (including Pendings)
  - ✓ Seller Web Authorization permits the display of listing on IDX electronic display or delivery mechanism.

  NOTES:
  (1) The Listing Type of RSFB is not included in the IDX display of active listings.
  (2) Listings of sellers who have directed their listing brokers to withhold their listing from electronic display to the public shall not be included in IDX.

III. IDX PARTICIPATION:

IDX PARTICIPANT: All Brokers engaged in real estate brokerage who do not opt out of IDX are IDX Participants. Brokers are presumed to be IDX Brokers unless a Broker affirmatively notifies the MLS that he or she refuses to participate in IDX. The MLS will provide a form for any Broker who wants to "opt out" of IDX. Even where Brokers have given blanket authority for limited electronic display and delivery of their listings by other IDX Brokers, such consent may be withdrawn on a listing-by-listing basis, as instructed by the seller.

IDX NON-PARTICIPANT: Any Broker who opts out of IDX (refuses to permit the display of his MLS listings in IDX) is an IDX Non-Participant, and shall not download, display, link to, frame, or advertise the Internet address of IDX Data or an IDX display.

IV. TYPES OF IDX:

Broker IDX: Broker IDX is IDX made available to all IDX Brokers for the limited electronic display and delivery of IDX Listings.

Agent IDX: Agent IDX is IDX made available to Agents of an IDX Broker with that Broker's permission, subject to the requirements stated in these IDX Business Rules. Each IDX Broker is responsible to ensure IDX Agent compliance with the IDX Business Rules.

V. AUTHORIZED USE OF IDX:

A. The Authorized Use of IDX Data:

1. All copyrights and intellectual property rights of IDX Data are the exclusive property of the Multiple Listing Service of Roanoke Valley, and are being provided with a limited license to access and use the IDX Data subject to the IDX Business Rules.

2. IDX Data may only be used for the following:

a. The design and support of IDX electronic displays and delivery of IDX listings for IDX Brokers (under the scope of Broker IDX)

b. The design and support of IDX electronic displays and delivery of IDX listings for IDX Agents (under the scope of Agent IDX).

c. It is understood that IDX electronic displays and delivery of IDX listings (under the scope of Broker IDX and Agent IDX) advertise IDX Listings to the public (the IDX Visitor). IDX Visitors, however, may only use IDX Data for their personal, non-commercial benefit.

d. These rules do not require Participants to prevent indexing of IDX listings by recognized search engines.

3. Whether using IDX Data directly or indirectly through an IDX Developer, the IDX Broker shall ensure that IDX Data is used only in the manner and within the guidelines specified in these rules.

4. Agent IDX is available under the following terms:

a. The IDX Agent is authorized to have an Agent IDX electronic display unless prohibited by the IDX Broker. IDX Brokers may choose to prohibit Agent IDX for any or all of their agents. To do so, the IDX Broker must provide to the RVAR office an official statement prohibiting Agent IDX, to include a list of the agents' names.

b. An IDX Broker may also allow his Agents to ***Link** to the IDX Broker's website. Any Agent website that ***Links** to an IDX Web Site will be subject to all IDX Business Rules. If an Agent provides a link to the broker's website, by no means can the broker frames, logo, company name, and contact information be concealed from the public.

*** Link**: Within this context, a link is defined as any means used by an Agent that allows the public to view any portion of his or her broker's web site.*

5. Any use of IDX Data other than as listed above is unauthorized and prohibited. The IDX Broker shall immediately notify RVAR staff of any unauthorized use of IDX Data for which the IDX Broker is responsible.

B. When an IDX Broker/Agent Uses the Services of a Third-Party ~~Web~~ Developer:

When an IDX Broker/Agent pursues either (1) the development of an IDX Website or other electronic display or delivery mechanism or (2) enhancement of an existing website to incorporate IDX, the IDX Broker/Agent may choose to use the services of a third-party developer to design the website or other electronic display or other display. In doing so, the IDX Broker and the third-party developer must agree to the Authorized Use of IDX. Because the third-party developer will be acting as an agent of the IDX Broker/Agent, the IDX Broker/Agent is responsible for all compliance with the IDX Business Rules by the third-party developer.

1. As a prerequisite to authorizing a third-party developer's access to IDX Data, the third-party developer must understand and agree to the terms of use of IDX Data and to comply with the MLS Rules and Regulations. This agreement by the third-party developer on behalf of the IDX Broker/Agent will be completed electronically through the Spark platform. No IDX Data shall be provided to a third-party developer for a Broker/Agent without MLS staff approval.

2. All copyrights and intellectual property rights are the exclusive property of the Multiple Listing Service of Roanoke Valley, and are being provided with a limited license to access and use the IDX Data subject to IDX Business Rules.

3. Whether using IDX directly or indirectly through a third-party developer, the IDX Broker/Agent shall ensure that IDX Data is used only in the manner and within the guidelines specified in these rules.

4. The IDX Developer shall provide to the MLS (upon request) a list of their Multiple Listing Service of Roanoke Valley IDX Brokers/Agents, to include the member's full name and website URL.

5. The third-party developer shall use IDX Data only to serve the needs of the IDX Broker/Agent. The unauthorized retrieval of use of IDX Data is prohibited. If the third-party developer becomes aware of any misuse of IDX Data, they will immediately notify the IDX Broker/Agent. The IDX Broker/Agent shall immediately notify MLS staff of any unauthorized use of IDX Data for which the IDX Broker/Agent is responsible.

6. The IDX Broker/Agent is responsible for ensuring the IDX Website or electronic display is in full compliance with these IDX Business Rules and the MLS Rules and Regulations.

C. **Renewal**: IDX data feeds shall be renewed by the MLS on an annual basis.

VI. REQUIRED IDX DISCLOSURES AND DISCLAIMERS:

A. For the IDX Broker/Agent:

1. All copyrights and intellectual property rights are the exclusive property of the Multiple Listing Service of Roanoke Valley, and are being provided with a limited license to access and use the IDX Data subject to the IDX Business Rules.

2. Whether using IDX Data directly, or through an IDX Developer, the IDX Broker/Agent shall ensure IDX Data is used only in the manner and within the guidelines specified in these rules.

3. The IDX Broker/Agent will hold harmless the MLS and RVAR.

B. For the IDX Visitor (*on IDX Websites or other electronic displays*):

1. ***To appear on IDX Search Screen:***

a. Although the Multiple Listing Service of Roanoke Valley is the single source for these listings, listing data appearing on this website does not necessarily reflect the entirety of all available listings within the Multiple Listing Service. All listing data is refreshed regularly, but its accuracy is subject to market changes.

b. All copyrights and intellectual property rights are the exclusive property of the Multiple Listing Service of Roanoke Valley. Whether obtained from a search result or otherwise, visitors to this website may only use this listing data for their personal, non-commercial benefit. The unauthorized retrieval or use of this listing data is prohibited.

2. ***To appear on all variations of IDX search results:***

a. All information is deemed reliable but not guaranteed, and should be independently verified.

NOTE: Display of minimal information (e.g., "thumbnails", text messages, "tweets") of 200 characters or less are exempt from the disclosure requirements contained in VI.B, 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.

VII. SPECIFICATIONS FOR USE AND DISPLAY OF IDX DATA:

A. Multiple Listing Service of Roanoke Valley is the single source for IDX Listings.

B. IDX Participants must notify the MLS of their intention to display or deliver IDX information and must give the MLS direct access for purposes of monitoring /ensuring compliance with applicable rules and policies.

C. IDX Brokers/Agent 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, single-family detached, multi-family etc.), 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 IDX Broker/Agent.

D. Except as provided in these rules, an IDX electronic display, an IDX Broker, IDX Agent, or user operating an IDX electronic display may not distribute, provide, or make any portion of the MLS database available to any person or entity.

E. When displaying IDX Listings other than their own, an IDX Broker/Agent shall only display those fields of data designated by the MLS (See *IDX Field Display Requirements*). Although a **Broker has the right to display** any information on his firm's listings, the MLS advises that fields containing confidential data not be displayed (e.g. owner information, the vacancy of a property, remarks not meant to be viewed by the public, a listing's expiration date). The **seller has the right to prohibit display** of the property address or the List Date or the entire listing on the Internet ("*on the Internet*" includes, but is not limited to publicly-accessible websites or VOWs). In such cases, the property address or the List Date or the entire listing (as specified by the seller) shall not be accessible in an IDX electronic display.

F. Concerning Agent IDX and the display of company listings, the property address may only be displayed on an IDX Agent's electronic display with the IDX Broker's permission.

G. IDX Brokers/Agents shall not alter data of IDX Listings other than their own. This is not to say that an IDX Broker/Agent has permission to alter the meaning of his or her IDX Listing data. But rather, when displaying listings other than his own, the IDX Broker/Agent has no liberty to interpret the meaning of the data. If he chooses to translate (for example) "masonry fireplace" as "hand-crafted brick fireplace" for his own listings, the IDX Broker/Agent has the liberty to do so. IDX Data may be augmented with additional property information from other sources to appear on the same webpage or display clearly separated by the data supplied by the MLS. The sources of the addition information must be clearly identified in the immediate proximity to such data.

H. The listing firm shall be identified in a reasonably prominent location, along with the email or phone number provided by the Listing Participant, in a reasonably prominent location. Such identification shall be displayed in readily visible color and typeface, with the typeface not smaller than the median typeface used in the display of listing data. Displays of minimal information (e.g., "thumbnails", text messages, "tweets") of 200 characters or less are exempt from this requirement, but only when linked directly to a display that includes all required disclosures.

I. An MLS Participant 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 holds participatory rights in those MLSs. As used in the 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.

J. An IDX Broker/Agent shall not display branded virtual tours on IDX Listings other than their own.

K. When displaying IDX Listings, the name of the brokerage firm must be clearly identified in a readily visible color and typeface. "The brokerage firm" is defined as the firm with whom the broker or agent operating the IDX electronic display is licensed. Displays of minimal information (e.g., "thumbnails", text messages, "tweets") of 200 characters or less are exempt from this requirement, but only when linked directly to a display that includes all required disclosures.

L. IDX Data shall be refreshed not less frequently than every 12 hours. The "date last updated" should be clearly displayed. Displays of minimal information (e.g., "thumbnails", text messages, "tweets") of 200 characters or less are exempt from this requirement to display "date last updated", but only when linked directly to such display.

M. IDX Broker/Agent shall ensure all required IDX disclosures and disclaimers are properly printed or displayed (see Required IDX Disclosures and Disclaimers). Displays of minimal information (e.g., "thumbnails", text messages, "tweets") of 200 characters or less are exempt from this requirement, but only when linked directly to a display that includes all required disclosures.

N. At the request of the seller, the following capabilities/features (either or both) shall be disabled or discontinued on an IDX electronic display as they pertain to the seller's listing:

1. Third-party comments/reviews. This includes the display of a hyperlink to such comments/reviews that is positioned in immediate conjunction with the listing.

2. Automated estimate of market value. This includes the display of a hyperlink to such estimate that is positioned in immediate conjunction with the listing.

The listing broker or agent shall indicate within the MLS system that the seller has elected to have one or both of the capabilities/features disabled or discontinued on all Participants' IDX electronic displays. In such cases, it is completely acceptable to indicate on an IDX electronic display that a particular feature has been disabled at the request of the seller.

O. The IDX Participant who operates an IDX electronic display shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any property-specific data or information (beyond that already supplied by the MLS) that is added to the IDX electronic display by or on behalf of the Participant. Once notified by the listing broker or listing agent detailing the nature of the inaccuracy, the IDX Participant who operates the IDX electronic display shall correct or remove all false data or information relating to a specific property. However, the IDX Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

VIII. IDX Field Display Requirements:

Active Listings

O. Residential (appendix – a)
P. Lots & Land (appendix – b)
Q. Multi-Family (appendix – c)
R. Farms (appendix – d)
S. Rentals (appendix – e)
T. Commercial (appendix – f)

IX. Sold Data Display:

A. Those authorized to display IDX listings in accordance with the IDX Business Rules are also authorized to display Sold listings, with the following requirements:

1. Sold data **may not be displayed** for Rentals.

2. Listings with a sold status starting from January 1, 2012 will be included in the IDX Sold database.

3. Included in the IDX Sold database will be:
   a. IDX listings where List Date and/or Address were opted out by Seller.
   b. An IDX Broker's/Agent's listing where Seller declined Internet display.
   c. REALTOR® Sold FSBOs

4. NOT included in the IDX Sold database will be Sold listings from an MLS Broker who is opted out of IDX.

X. IDX Compliance:

A. IDX Broker Agreement & Registration:
   1. Broker Opt-Out form (*appendix –g*)
   2. Broker Opt-In form (*appendix – h*)
   3. IDX Broker/Agent Agreement (to be completed electronically through the Spark platform)

a. All Broker/Agent IDX electronic displays requiring direct access to Raw IDX Data must be completed electronically through the Spark platform. This includes agreeing to all IDX Business Rules. The IDX Broker/Agent must also give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

4. IDX Developer Agreement (to be completed electronically through the Spark platform)

B. Violations – Violations shall be charged to the Broker or Agent operating the IDX electronic display. Copies of any Agent violations shall be sent to the appropriate Broker/Sales Manager.

(LEVEL ONE VIOLATIONS)

1. Display of an "opted out" Broker's listings
   a. $1000 fine
   b. Verification that violator's IDX electronic display only displays IDX Listings, or that the IDX Data on the electronic display has been disabled

2. Display of a non-IDX listing where Seller has not authorized display public electronic display
   a. $1000 fine
   b. Verification that violator's IDX electronic display shows only IDX Listings or that the ID Data displayed on the electronic display has been disabled

3. Sharing of IDX Data with any third-party not authorized in accordance with the IDX Business Rules.
   a. $1000 fine
   b. Loss of permission to display IDX Data on violator's electronic display for six (6) months

4. Modification of data of other brokers' listings in IDX Data
   a. $1000 fine
   b. Verification that violation has been corrected or IDX Data on the electronic display has been disabled

5. Co-mingling of IDX Data with non-IDX listings
   a. $1000 fine
   b. Verification that violation has been corrected or IDX Data on the electronic display has been disabled

(LEVEL TWO VIOLATIONS)

6. Failure to identify listing firm in IDX Data as required
   a. $500 fine
   b. Verification that violation has been corrected, or IDX Data on the electronic display has been disabled

7. Failure to refresh IDX Data not less frequently than every 12 hours
   a. $500 fine
   b. Verification that violation has been corrected, or IDX Data on the electronic display has been disabled

8. Failure to display required disclaimers to consumers
   a. $500 fine
   b. Verification that violation has been corrected, or IDX Data on the electronic display has been disabled

(LEVEL THREE VIOLATIONS)

9. Improper display of IDX Data (other than stated above)
   a. $250 fine

b. Verification that violation has been corrected, or IDX Data on the electronic display has been disabled

C. Processing of Violations

1. MLS Staff sends out violation notice to the email address of violator.

2. Violator shall have ten (10) business days from date of affirmative notice to correct the violation, disable IDX Data on the electronic display or appeal the violation to the MLS Monitoring Guidelines Committee.

3. If violation is corrected or IDX Data on the electronic display disabled during the ten (10) business day period, then no fine will be imposed.

4. If no action is taken within the ten (10) business day period – including no appeal filed -- then the fine shall be automatically imposed and must be paid within ten (10) business days following the initial ten (10) business day period.

5. If an appeal is filed, the MLS Monitoring Guidelines Committee shall hear the appeal. An IDX Broker/Agent who opts to file an appeal shall have the right to appear before the MLS Monitoring Guidelines Committee. Payment of fine and correction of alleged violation will be held in abeyance pending ruling of the MLS Monitoring Guidelines Committee.

6. If appeal is denied by the MLS Monitoring Guidelines Committee, violator may appeal to the MLS Board of Directors within ten (10) business days of denial. If no appeal is filed, fine must be paid within ten (10) business days of notification of denial.

7. If violator appeals to the MLS Board of Directors, the Board may elect to have a panel of five (5) Directors hear the appeal instead of the full Board; though any decision by a panel of Directors shall be considered final as if heard by the full Board. The IDX Broker/Agent does not have the right to appear before the Board. The MLS Board of Directors (or panel thereof) will makes its decision based solely on the same information reviewed by the MLS Monitoring Guidelines Committee.

8. If appeal denied by MLS Board of Directors (or panel thereof), fine must be paid within five (5) business days of denial.

9. If a fine is paid, MLS staff will verify whether the violation has been corrected or IDX Data on the electronic display has been disabled. If the violation has still not been corrected or the IDX Data on the electronic display has not been disabled, then the fine will be imposed again. Notification of the second fine shall include a warning that failure to correct the violation or disable the IDX Data on the electronic display by the payment of the second fine shall result in termination of access to the IDX Data for a six (6) month period. The second fine must be paid within ten (10) business days from notice of the second fine.

10. If violation has still not been corrected or the IDX Data on the electronic display has not been disabled when second fine is paid, then access to the IDX Data shall be terminated for a six (6) month period. Access to IDX Data shall not be restored until expiration of the six (6) month period and proof of correction is provided to MLS staff.

11. If a fine is not paid on time, the violator shall receive notification that the fine is overdue. If fine is not paid within ten (10) business days of overdue notification, MLS access shall be terminated until such time as fine is paid.

Appendix a (IDX Field Display Requirements – Residential)

An IDX electronic display may display all listing data except as specified below. Furthermore, some fields must be displayed.

By definition, fields that are deemed to be **Private* in our MLS system are not suitable for public electronic displays, and are excluded from the Raw IDX Data and IDX in general. However, there are a few **Public* fields (listed below) that shall never be displayed on an IDX electronic display.

Public Fields that shall not be displayed on an IDX Web Site:

1.	List Type
2.	Showing Instructions
3.	Documents

Although the IDX Broker has flexibility in choosing which fields are to be displayed, some fields (listed below) must be displayed.

Fields that shall be displayed in the detailed view of an IDX Web Site (Residential):

1.	MLS#
2.	List Price
3.	Year Built
4.	Total Bedrooms
5.	Total Full Baths
6.	Total Half Baths
7.	Total Finished SQFT
8.	List Office
9.	Primary Photo

** Private Fields: Examples of Private fields: Expiration Date, Owner Name*

** Public Fields: Examples of Public fields: List Price, ML #, Public Remarks*

Appendix b (IDX Field Display Requirements – Land)

An IDX Web Site may display all listing data except as specified below. Furthermore, some fields must be displayed.

By definition, fields that are deemed to be **Private* in our MLS system are not suitable for public electronic displays, and are excluded from the Raw IDX Data and IDX in general. However, there are a few **Public* fields (listed below) that shall never be displayed on an IDX electronic display.

Public Fields that shall not be displayed on an IDX electronic display:

1.	List Type
2.	Showing Instructions
3.	Documents

Although the IDX Broker has flexibility in choosing which fields are to be displayed, some fields (listed below) must be displayed.

Fields that shall be displayed in the detailed view of an electronic display (Land):

1.	MLS#
2.	List Price
3.	Land Sub-Type
4.	Lot Dimensions OR Acreage
5.	List Office
6.	Primary Photo

** Private Fields: Examples of Private fields: Expiration Date, Owner Name*

** Public Fields: Examples of Public fields: List Price, ML #, Public Remarks*

Appendix c (IDX Field Display Requirements – Multi-Family)

An IDX electronic display may display all listing data except as specified below. Furthermore, some fields must be displayed.

By definition, fields that are deemed to be **Private* in our MLS system are not suitable for public electronic displays, and are excluded from the Raw IDX Data and IDX in general. However, there are a few **Public* fields (listed below) that shall never be displayed on an IDX electronic display.

Public Fields that shall not be displayed on an IDX electronic display:

1.	List Type
2.	Showing Instructions
3.	Documents

Although the IDX Broker has flexibility in choosing which fields are to be displayed, some fields (listed below) must be displayed.

Fields that shall be displayed in the detailed view of an IDX electronic display (Multi-Family):

1.	MLS#
2.	List Price
3.	Multi-Family Type
4.	Total Number of Units
5.	List Office
6.	Primary Photo

** Private Fields: Examples of Private fields: Expiration Date, Owner Name*

** Public Fields: Examples of Public fields: List Price, ML #, Public Remarks*

Appendix d (IDX Field Display Requirements – Farms)

An IDX electronic display may display all listing data except as specified below. Furthermore, some fields must be displayed.

By definition, fields that are deemed to be **Private* in our MLS system are not suitable for public electronic displays, and are excluded from the Raw IDX Data and IDX in general. However, there are a few **Public* fields (listed below) that shall never be displayed on an IDX electronic display.

Public Fields that shall not be displayed on an IDX electronic display:

1.	List Type
2.	Showing Instructions
3.	Documents

Although the IDX Broker has flexibility in choosing which fields are to be displayed, some fields (listed below) must be displayed.

Fields that shall be displayed in the detailed view of an IDX electronic display (Farms):

1.	MLS#
2.	List Price
3.	Farm Type
4.	Acreage
5.	Year Built
6.	Total Bedrooms
7.	Total Full Baths
8.	Total Half Baths
9.	Total Finished SQFT
10.	List Office
11.	Primary Photo

** Private Fields: Examples of Private fields: Expiration Date, Owner Name*

** Public Fields: Examples of Public fields: List Price, ML #, Public Remarks*

Appendix e (IDX Field Display Requirements – Rentals)

An IDX electronic display may display all listing data except as specified below. Furthermore, some fields must be displayed.

By definition, fields that are deemed to be **Private* in our MLS system are not suitable for public electronic displays, and are excluded from the Raw IDX Data and IDX in general. However, there are a few **Public* fields (listed below) that shall never be displayed on an IDX electronic display.

Public Fields that shall not be displayed on an IDX electronic display:

1.	Showing Instructions
2.	Documents

Although the IDX Broker has flexibility in choosing which fields are to be displayed, some fields (listed below) must be displayed.

Fields that shall be displayed in the detailed view of an IDX electronic display (Rentals):

1.	MLS#
2.	Monthly Rent
3.	Rental Period
4.	Available Date
5.	Total Bedrooms
6.	Total Full Baths
7.	Total Half Baths
8.	List Office
9.	Primary Photo

** Private Fields: Examples of Private fields: Expiration Date, Owner Name*

** Public Fields: Examples of Public fields: List Price, ML #, Public Remarks*

Appendix f (IDX Field Display Requirements – Commercial)

An IDX electronic display may display all listing data except as specified below. Furthermore, some fields must be displayed.

By definition, fields that are deemed to be **Private* in our MLS system are not suitable for public electronic displays, and are excluded from the Raw IDX Data and IDX in general. However, there are a few **Public* fields (listed below) that shall never be displayed on an IDX electronic display.

Public Fields that shall not be displayed on an IDX electronic display:

1.	List Type
2.	Showing Instructions
3.	Documents

Although the IDX Broker has flexibility in choosing which fields are to be displayed, some fields (listed below) must be displayed.

Fields that shall be displayed in the detailed view of an IDX electronic display (Commercial):

1.	MLS#
2.	List Price
3.	Commercial Type
4.	List Office
5.	Primary Photo

** Private Fields: Examples of Private fields: Expiration Date, Owner Name*

** Public Fields: Examples of Public fields: List Price, ML #, Public Remarks*

Appendix g (IDX Opt-Out Form)

This form permits you to Opt Out of the Multiple Listing Service of Roanoke Valley Internet Data Exchange (IDX) program. **As an MLS Broker, you are considered to be "opted in" and participating in the IDX program, unless you "opt out" by using this form. You may "opt out" or "opt in" at any time.**

Fax or mail completed and signed form to:
MLS of Roanoke Valley • 4358 Starkey Road • Roanoke VA 24018
Fax: 540-772-8058

Firm Name:_____ Firm ID:_____

Designated Broker:_____

Firm Street Address:_____

Firm City, State, Zip:_____

Firm Phone:_____ Firm Fax:_____

MY FIRM WILL NOT PARTICIPATE IN THE INTERNET DATA EXCHANGE (IDX) PROGRAM. I understand that this means that other IDX Participants will not be permitted to electronically display my listings. I further understand that my firm will receive no benefits under the IDX program. My firm is not allowed to display the listings of other Brokers unless I receive permission from them individually to do so.

I am the Broker/Office Manager for the MLS Office listed above. I represent that I have authority to execute this form on behalf of my firm.

Authorized Signature:_____

Date:_____

Appendix h (IDX Opt-In Form)

This form permits you to Opt In to the Multiple Listing Service of Roanoke Valley Internet Data Exchange (IDX) program. You may opt in or opt out of the program at any time.

Fax or mail completed and signed form to:
MLS of Roanoke Valley • 4358 Starkey Road • Roanoke VA 24018
Fax: 540-772-8058

Firm Name:_____ Firm ID:_____

Designated Broker:_____

Firm Street Address:_____

Firm City, State, Zip:_____

Firm Phone:_____ Firm Fax:_____

MY FIRM ELECTS TO PARTICIPATE IN THE INTERNET DATA EXCHANGE (IDX) PROGRAM. I understand that I am hereby giving every other IDX Participant permission to electronically advertise my active MLS listings, subject to the IDX Business Rules and MLS Rules & Regulations. I authorize the Multiple Listing Service of Roanoke Valley to distribute my active listing data to other IDX Participants pursuant to its rules and policies.

I am the Broker/Office Manager for the MLS Office listed above. I represent that I have authority to execute this form on behalf of my firm.

Authorized Signature:_____

Date:_____